

## ARTICLE 66.

### MORTGAGES.

#### 6A. Limitation on powers to foreclose.

##### 1.

Bills of sale of automobiles not void as to creditors under this section, because of consignment agreement; no defeasances. Distinction between conditional sale and consignment. Rights of consignor superior to those of bankrupt's general creditors or trustee. *In re Sachs*, 21 Fed. (2nd), (Dist. Ct. Md.), 984.

Consignment agreement executed at same time as bill of sale and operating as defeasance must also be recorded to secure the benefits of the statute. *In re Sachs*, 30 Fed. (2nd), 510.

Recordation of bill of sale in compliance with statutes affords constructive notice to all persons who may be affected by it, unless limited by some other instrument intended as a defeasance, which is not recorded, in which case the beneficiary loses his rights and such record does not give constructive notice to subsequent *bona fide* purchasers. *Winakur v. Sapourn*, 156 Md. 672.

##### 2.

Doubt of mortgage lien because of failure to state advances specifically. See notes to art. 23, sec. 131. *Carozza v. Federal Finance Co.*, 149 Md. 229.

Mortgage given to contractor for instalment payment on account of construction of house, assigned to lumber dealer, not enforceable, the contractor having abandoned work without legal excuse, and lumber dealer having notice of facts. *Heinse v. Howard*, 153 Md. 387.

Bill of sale intended to secure debt must be treated as constructive deed of trust and not chattel mortgage; this section not applicable. *Dudley v. Roberts*, 144 Md. 161.

Cited in dissenting opinion in *Baltimore v. Harper*, 148 Md. 241 (see notes to sec. 25).

Not necessary to specify future payments in deeds of trust in nature of mortgage. *Eisinger Mill, etc., Co. v. Dillon*, 159 Md. 185.

This section referred to in construing art. 21, sec. 33. *Groh v. Cohen*, 158 Md. 642.

Mortgage to Building and Loan Association for money advanced in numerous payments as improvements were completed not within the provisions of this section. *Bldg. & Loan Assn. v. Hart Miller Islands Co.*, Daily Record, Jan. 1, 1935.

##### 3.

Cited in dissenting opinion in *Baltimore v. Harper*, 148 Md. 241 (see notes to sec. 25).

See notes to sec. 2.

##### 4.

This section referred to in construing art. 21, sec. 33. *Groh v. Cohen*, 158 Md. 641.

This section referred to in construing art. 26, sec. 19. *Messinger v. Eckenrode*, 162 Md. 65.

See notes to sec. 25.