

Holder of  $\frac{2}{5}$  in amount of mortgage notes, assigned them, without assigning any interest in mortgage, and subsequently assigned  $\frac{1}{5}$  interest in mortgage to bank with fraudulent notes (the bank taking them and assignment in good faith), assignees of notes not having recorded them and bank having recorded assignment, held bank entitled to  $\frac{1}{5}$  of proceeds of sale and assignees of notes to  $\frac{1}{5}$ . *National Bank v. Schlosser*, 152 Md. 614.

Not clear, in view of this section, how mortgage note can be negotiable; note and mortgage parts of same transaction. Note not mortgage note. *Nussear v. Hazard*, 148 Md. 350.

A "mortgage participation certificate" is not an assignment of mortgage, since issuing company remains mortgagee of record. Holder of title in mortgage. Certificate taxable. *Baltimore v. Harper*, 148 Md. 239.

The fact that one of the tenants by the entirety of recorded mortgage endorsed the notes secured thereby to her husband, the other tenant, did not divest her of her rights under the mortgage. *Whitelock v. Whitelock*, 156 Md. 115.

The use of the word "debts", as distinguished from notes, does not show intention to confer on strangers to mortgage, other than assignees of the debt, notes or mortgage, rights not before existant. *Bank & Trust Co. v. College*, 167 Md. 647.

Where bank, which had money deposited by school, also held mortgage on school, which had previously been sold to another bank, but later bought back out of uninvested trust funds, held *prime facie* presumption that bank held it as trustee. *Hagerstown Bank & Tr. Co. v. College*, Daily Record, Jan. 11, 1935. Cited but not construed in *Balto. Amer. Ins. Co. v. Ulman*, 165 Md. 640; *Williams v. Safe Dep. & Tr. Co.*, 167 Md. 504.

## 26.

In view of provision in mortgage that in case of sale thereunder all interest of mortgagor in crops should pass to purchaser, purchaser under foreclosure takes crops as against purchaser under execution before foreclosure sale. *Godfrey v. Johnson*, 153 Md. 584.

Cited but not construed in *Smith v. Pritchett*, Daily Record, April 8, 1935.  
See notes to sec. 25.

## Vendor's Lien.

## 31.

This section referred to in determining landlord's rights under Statutes 8 Anne, ch. 14, as against attachment of goods of tenant. Termination of tenancy by surrender of leasehold. Violation of art. 83, sec. 100, *et seq.*, in sale by tenant to landlord in payment of rent. Landlord entitled to participate *pari passu*. *Calvert Bldg. Co. v. Winakur*, 154 Md. 527.

Vendor must expressly and specifically retain lien for any unpaid part of purchase money and amount should appear upon face of deed, otherwise lien lost. Fraud; constructive trust. *Morris v. Rasst*, 145 Md. 29.

This section referred to in construing art. 26, sec. 19. *Messinger v. Eckenrode*, 162 Md. 66.

## 34.

See notes to sec. 31.

## 38.

See notes to sec. 31.