

- | | |
|---|--|
| <p>21. Death of mortgagee.</p> <p>22. Release by executor, administrator or assignee.</p> <p>23. Certain mortgage sales made valid.</p> <p>24. When court may enter decree <i>in personam</i> for deficiency on mortgage sale; proviso.</p> <p>25. Presumption of ownership and of payment, in cases of promissory notes and other instruments and debts secured by</p> | <p>mortgage in favor of holder of record title.</p> <p>26. Annual crops of debtor not to pass with mortgage.</p> <p>27. Agreement for rental of said crops; appointment of appraisers by court</p> <p>28. Right to distrain for rental; provisos.</p> <p>29. Defective mortgages and assignments of mortgages prior to March 15, 1904, made valid.</p> |
|---|--|

1888, art. 66, sec. 1. 1860, art 64, sec. 1. 1825, ch. 203, sec. 2.

1. Every deed conveying real estate or chattels, which by any other instrument or writing shall appear to have been intended only as a security in the nature of a mortgage, though it be an absolute conveyance in terms, shall be considered as a mortgage, and the person for whose benefit such deed shall be made shall not have any benefit or advantage from the recording thereof, unless every instrument and writing operating as a defeasance of the same, or explanatory of its being designed to have the effect only of a mortgage or conditional deed, be also therewith recorded.

Brodgen v. Walker, 2 H. & J 285. Bend v. Susq. B Co, 6 H & J. 128. Watkins v. Stockett, 6 H. & J 435. Hicks v. Hicks, 5 G. & J. 75 Dougherty v McColgan, 6 G & J. 275 Pocock v. Hendricks, 8 G. & J 421. Henderson v. Mayhew, 2 Gill, 393 Chase's Case, 1 Bl. 206. Bank of Westminster v. Whyte, 1 Md. Ch. 538. Thompson v Banks, 2 Md. Ch. 430. Davis v. Banks, 3 Md. Ch. 138. Ing v. Brown, 3 Md. Ch. 521. Campbell v. Lowe, 9 Md 508 Farrell v. Bean, 10 Md. 217 Timms v. Shannon, 19 Md. 297 Waters' Lessee v. Riggan, 19 Md 536. Owens v. Miller, 29 Md. 144. Harrison v. Morton, 87 Md. 674

Ibid. sec 2. 1860, art. 64, sec. 2. 1825, ch. 50. 1872, ch. 213 1882, ch. 471.

2. No mortgage or deed in the nature of a mortgage shall be a lien or charge on any estate or property for any other or different principal sum or sums of money than the principal sum or sums that shall appear on the face of such mortgage and be specified and recited therein, and particularly mentioned and expressed to be secured thereby at the time of executing the same; and no mortgage or deed in the nature of a mortgage shall be a lien or charge for any sum or sums of money to be loaned or advanced after the same is executed, except from the time said loan or advance shall be actually made;