

same effect and be a lien as in the case of a judgment at law and may be enforced only in like manner by a writ of execution in the nature of a writ of *feri facias* or by attachment or otherwise.

1892, ch. 392, sec 25.

25. The title to all promissory notes, other instruments hereafter made and debts hereafter contracted, secured by mortgages or deeds in the nature of a mortgage shall from and after the maturity of such notes, other instruments or debts be conclusively presumed to be vested in the person, persons or body corporate holding the record title to such mortgage or deed in the nature of a mortgage, and if such mortgage or deed in the nature of a mortgage is duly released of record, the promissory note, other instruments or debt secured by such mortgage or deed in the nature of a mortgage shall, after the maturity of such promissory notes, other instruments or debt be conclusively presumed to be paid so far as any lien upon the property conveyed by said mortgage or deed in the nature of a mortgage is concerned.

Demuth v. Old Town Bank, 85 Md. 323.

1900, ch. 457, sec. 26.

26. Whenever any real estate or leasehold interest therein is encumbered by a mortgage, deed or other instrument in the nature of a mortgage, except when it is otherwise agreed by the terms thereof, no annual crops pitched or cultivated by any debtor therein or those claiming under him shall pass with the said real estate or leasehold interest at any sale under or by virtue of said mortgage, deed or other instrument, but such crops shall be and remain the property of the said debtor, or those claiming under him, subject, however, to the lien mentioned in the next section.

Ibid. sec. 27.

27. After any sale mentioned in the preceding section the said debtor, or those claiming under him, and the purchaser at such sale, or those claiming under him, may agree upon a reasonable rental of the part of said real estate or leasehold interest occupied by the said crops, and the said rental so agreed upon shall be and remain a lien upon the said crops until paid in favor of said purchasers or those claiming under him, nor shall the same or any part thereof be removed until after payment. In case the said parties are unable to agree