

gage, or on the interest covenanted to be paid, are hereby declared null and void; but whenever any mortgage executed prior to said date contains any such covenant the said mortgage shall be exempt from the provisions of Section 729.

729C. Any person or corporation lending money on mortgage upon property in Frederick County, his or its agent or attorney, in addition to the usual oath or affirmation as to the *bona fides* of the consideration, shall take oath or make an affirmation, to be endorsed upon the mortgage, and to follow immediately after the said oath or affirmation, as follows: "And did also make oath in due form of law (or did solemnly and truly declare and affirm) that the mortgagee has not required the mortgagor, his agent or attorney, or any person for the said mortgagor, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the mortgagor, or any person for him, during the existence of this mortgage"; and upon the assignment of any mortgage upon property in Frederick County, which mortgage was executed after the thirtieth day of March, in the year 1896, except for the purpose of foreclosure, the assignee, his agent or attorney shall take the oath or make the affirmation prescribed in this section; and when said oath or affirmation is made by an agent or attorney, he shall, in addition thereto, make oath or affirmation that he is the agent or attorney of the assignee, which oaths or affirmation shall be recorded with the assignment. No mortgage or assignment of mortgage shall be valid except as between the parties thereto, unless the said oaths or affirmation shall be endorsed thereon; provided, that nothing in this section shall apply to mortgages executed and recorded in Frederick county prior to March 15, 1902.

729D. It shall be the duty of the clerk of the Circuit Court for Frederick County to render to the Board of County Commissioners of said County on the first day of each month, a complete list of all mortgages recorded, released and assigned in his office during the last month, which said list shall give the names of the mortgagee and mortgagor, the location of the property covered by the mortgage, the date of its execution, the time of expiration, the amount of the mortgage and the rate of interest covenanted to be paid, under a penalty of three hundred dollars for his neglect to do so, to be recovered as other fines are now recovered, and said clerk