

or in part, in the business of lending or advancing or agreeing to lend or advance money on the security of merchandise, or the proceeds of sale thereof, whether or not they are employed to sell merchandise. The term "merchandise", wherever used in this sub-title of this Article, shall mean any personal property intended for sale, whether or not after further manufacturing or processing, and ~~does not~~ shall include fixtures loans and advances made or to be made to or for the account of OR OTHER TRADE OR MANUFACTURING EQUIPMENT OF ANY BORROWER. The term "borrower", whenever used in this sub-title of this Article, shall mean the owner of merchandise, or his agent, who creates a lien in favor of a factor.

22. If so provided by any written agreement with the borrower, a factor shall have a continuing general lien upon all merchandise described in such agreement or memoranda thereof, or if so provided in said agreement, all merchandise from time to time designated in separate written statements, dated, signed and delivered by the borrower to the factor, in which agreements, memoranda or statements is set forth the property to be covered by the lien, whether or not such merchandise is in the constructive, actual or exclusive occupancy or possession of the factor, and such lien shall secure the factor for all his loans and advances made or to be made to or for the account of the borrower, together with interest thereon, and also for the commissions, obligations, indebtedness, charges and expenses properly chargeable against or due from said borrower, and for the amounts due or owing upon any notes or other obligations given or to be given to or received or to be received by a factor for or upon account of any such loans or advances, interest, commissions, obligations, indebtedness, charges and expenses.

23. Every such written agreement must be under affidavit by the factor or his agent to the effect that the statements therein contained are true to the best of his knowledge and belief, and within fifteen (15) days after the execution thereof said written agreement or a brief memorandum thereof setting forth the following facts shall be recorded in the Clerk's office of the Superior Court of Baltimore City, or in the Clerk's office of the Circuit Courts of the various counties, as the case may be, where the merchandise subject to the lien, or any substantial part thereof, is or is intended to be located, kept or stored:

(a) The true name of the factor; the trade name of the factor in said business; if the factor be a partnership or an association, the names of the partners or members; and, if a corpo-