

sale to apply, first to the expenses attending said sale, then to the payment of the debt and the interest thereon, and the overplus, if any, to be paid over to the said (the mortgagor,) his executors, administrators or assigns.

111. The rules hereinbefore prescribed, as to the acknowledgement and recording of deeds (except so far as they may be altered by this chapter,) shall apply to mortgages.

112. No mortgage shall be valid, except as between the parties thereto, unless there be endorsed thereon, an oath or affirmation of the mortgagee, that the consideration in said mortgage is true and bona fide, as therein set forth; this affidavit may be made at any time before the mortgage is recorded, before any one authorized to take the acknowledgement of a mortgage, and the affidavit shall be recorded with the mortgage.

113. In the certificate of acknowledgement of a mortgage, the word mortgage may be used instead of deed.

114. Every mortgage, except as between the parties thereto, shall take effect only from the time it is recorded, without any reference to its date; and in case of more than one mortgage, the first recorded shall have preference.

115. A married woman may mortgage any of her real estate, by a mortgage executed by herself and husband.

116. An assignment of a mortgage may be made in the following form, or the like effect:

Form of assignment.

"I hereby assign the within mortgage to (the assignee.)

Witness my hand and seal, this — day of —, [Seal.]

117. Every assignment, made in the above form or the same in substance, endorsed upon the original mortgage, shall be construed and deemed sufficient to convey to the assignee every right which the assignor possessed under said mortgage, at time of the assignment thereof, in as full and ample a manner, as any instrument of writing whatever could do.

118. A release of a mortgage may be made in the following form or to the like effect:

"I hereby release the above (or within) mortgage. Release
Witness my hand and seal this — day of —

[Seal.]