

This subsection (d) shall permit the foreclosure sale, when authorized in the mortgage or deed of trust and disclosed in the required advertisements of the sale, to be made subject to any one or more of the existing tenancies. Any lease so continuing shall be unaffected by the sale, except the purchaser shall become the landlord, as of the date of the sale, upon ratification of the sale.

(e) Effect of foreclosure on annual crops.

Whenever any property is encumbered by a mortgage or deed of trust, 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 property at any sale under or by virtue of said mortgage or deed of trust, but such crops shall remain the property of the said debtor, or those claiming under him, subject, however, to the following:

(i) After the sale the 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 the property occupied by the crops, and the rental so agreed upon shall be and remain a lien upon the crops until paid in favor of the purchasers or those claiming under him, nor shall the crops or any part thereof be removed until after payment. In case the parties are unable to agree upon or for such rental, any party in interest may apply to the court having jurisdiction over the sale or the confirmation thereof for the appointment of disinterested appraisers to determine the rental, whose award shall be final.

(ii) The purchaser or those claiming under him, shall, in addition to his other remedies, have the right to distrain for the rental or any part thereof remaining due, as in the case of landlord and tenant, upon the ascertainment thereof; nothing contained herein shall interfere with the right of the purchaser, or those claiming under him, to have possession of the property, except as to the part thereof occupied by the said crop or crops, with right of necessary ingress or egress.

7-106. Releases.

(a) Prohibition against release fee not specified in instrument.

No trustee of a deed of trust shall charge, demand, or receive any money or any other thing of value for the partial or complete release thereof in excess of ~~\$25~~ \$15 except such fee as may be specified in the instrument. Any person found guilty of a violation of this section shall be guilty of a misdemeanor and shall upon conviction be fined not more than one hundred dollars (\$100.00).

(b) Furnishing evidence of recorded release of mortgage or deed of trust.

(1) Duty of person responsible for disbursement of funds in real estate conveyance.—When a person has undertaken responsibility for the disbursement of funds in connection with the conveyance of title to property, it shall be the duty of such person to furnish to the seller and buyer in the transaction, the original or a photographic, photostatic or similarly reproduced copy of the recorded release of any mortgage or deed of trust which such person was obliged to obtain and record with all or part of the funds to be dis-