

Although a deed be defectively executed or acknowledged, or not recorded in time, it is effective as between the parties, and against third persons with actual notice. Proof of notice. *Johnston v. Canby*, 29 Md. 211; *Phillips v. Pearson*, 27 Md. 249; *Bryan v. Harvey*, 18 Md. 127; *Williams v. Banks*, 11 Md. 198; *General Ins. Co. v. United States Ins. Co.*, 10 Md. 517; *Winchester v. Baltimore, etc., R. R. Co.*, 4 Md. 231; *Price v. McDonald*, 1 Md. 403; *United States Ins. Co. v. Shriver*, 3 Md. Ch. 381; *Salmon v. Clagett*, 3 Bl. 125; *Gill v. McAtee*, 2 Md. Ch. 256; *Ohio Life Ins. Co. v. Ross*, 2 Md. Ch. 26; *Hudson v. Warner*, 2 H. & G. 415.

The recording of a defectively acknowledged deed, does not operate as constructive notice. *Cockey v. Milne*, 16 Md. 207; *Johns v. Scott*, 5 Md. 81.

Generally.

The acknowledgment must be recorded along with the deed, and if it is not so recorded, the record gives no additional validity to the deed. When a certified copy of a deed from the record is admissible in evidence. How the time of the record of a deed may be proven, and when it is a question of law, and when a matter for the jury. *Budd v. Brooke*, 3 Gill. 230. And see *Johns v. Reardon*, 3 Md. Ch. 60; *Carroll v. Norwood*, 1 H. & J. 167; *Smith v. Steele*, 3 H. & McH. 103.

Under this section, a deed of trust for the benefit of creditors conveying real property, must be recorded within six months in the county where the real estate lies. *Stiefel v. Barton*, 73 Md. 411. *Cf. Hoopes v. Knell*, 31 Md. 555.

An assignment of a mortgage of a term of more than seven years, if not recorded, is invalid to pass the legal title. *Lester v. Hardesty*, 29 Md. 54.

This section referred to as showing the indispensable necessity of the registration of deeds. The recording is the final and complete act which passes title; until this is accomplished, everything else is unavailing. *Nickel v. Brown*, 75 Md. 186.

A deed recorded in time as to the real estate, upheld as to such realty, although invalid as to the personal property. *Hoopes v. Knell*, 31 Md. 554.

In the light of this section, and of sections 15 and 31, a plaintiff in ejectment was held to have an equitable title only to the portion of a tract of land lying in Worcester county, where the land lay partly in Worcester and partly in Somerset county, and a mortgage and deed (of the whole tract) under which the plaintiff claimed, was recorded in Somerset county only. *West v. Pusey*, 113 Md. 572.

For a mortgage recorded in the wrong court, and hence, a copy thereof held not admissible in evidence, see *Gassaway v. Dorsey*, 4 H. & McH. 405.

A mortgage held to be duly recorded under this section. *Knell v. Green St. Bldg. Assn.*, 34 Md. 70.

This section referred to in construing sections 10 and 19. *Brydon v. Campbell*, 40 Md. 336.

As to the recording of bills of sale and chattel mortgages, see sections 47 and 48.

See also, sections 1, 15, 16, 19, 20, 21 and 28, and notes.

1904, art. 21, sec. 14. 1888, art. 21, sec. 14. 1860, art. 24, sec. 14.

1856, ch. 154, sec. 100.

14. Every deed of real property, when acknowledged and recorded as herein directed, shall take effect as between the parties thereto from its date.

A deed not recorded as provided in section 13, does not affect existing creditors, or creditors becoming such between the date of the deed and the date of its record. As to such creditors without notice, the deed is valid and effective only as a contract for the conveyance. Creditors held not to be charged with notice, by possession or otherwise. *Hearn v. Purnell*, 110 Md. 466. And see *Hoffman v. Gosnell*, 75 Md. 590; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

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