

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. McAttee*, 2 Md. Ch. 266; *Ohio Life Ins. Co. v. Ross*, 2 Md. Ch. 26; *Hudson v. Warner*, 2 H. & G. 415.

An instrument held to be a deed and not a mortgage, and hence, not to be within the exception stated in this section. Under this section, a deed is valid as against the grantor and purchasers with notice, although not attested as required by section 10, and when recorded operates as constructive notice as though the attestation had not been wanting. *Brydon v. Campbell*, 40 Md. 336.

The saving clause in this section in favor of creditors, is not applicable to lien creditors alone. Distribution of funds in accordance with this section. *Stanhope v. Dodge*, 52 Md. 490; *Dodge v. Stanhope*, 55 Md. 116.

Application of this section.

This section and article 16, section 34, refer exclusively to deeds which are properly executed and acknowledged. *Pfeaff v. Jones*, 50 Md. 270. And see *Johns v. Reardon*, 3 Md. Ch. 58.

This section has no application to a question of priority between a mortgage and a judgment. Mortgages are especially excepted from its operation. *Knell v. Green St. Bldg. Assn*, 34 Md. 72.

This section applied. *Barnitz v. Reddington*, 80 Md. 625.

Generally.

This section does not allow the recording of mortgages after the six months. (But see article 16, section 34.) *Harding v. Allen*, 70 Md. 398; *Stanhope v. Dodge*, 52 Md. 493; *Pfeaff v. Jones*, 50 Md. 271; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

This section does not impair the rights of parties claiming under a trust, nor equitable rights and liens. *Carson v. Phelps*, 40 Md. 100.

The same rule applies to this section as to prior ones, namely, that the title does not pass before the deed is recorded. *Nickel v. Brown*, 75 Md. 187.

As against creditors and purchasers, or assignees of the mortgagor seeking to redeem, the English doctrine of tacking or consolidation is inconsistent with this section. *Brown v. Stewart*, 56 Md. 431.

Cited but not construed in *Link v. MacNabb*, 111 Md. 645; *Lester v. Hardesty*, 29 Md. 54.

See sections 13 and 21 and notes.

As to deeds and mortgages recorded after the time required by law under a decree of a court of equity, see art. 16, sec. 34.

1904, art. 21, sec. 20. 1888, art. 21, sec. 20. 1860, art. 24, sec. 20. 1831, ch. 304.

20. When the grantee, his heir or executor, in any deed or conveyance, shall take possession of the lands purporting to be conveyed thereby, such deed or conveyance, after being recorded (though not recorded within six months), shall have against all persons, from the time of taking possession as aforesaid, the same effect and validity, to all intents and purposes, as if the same had been recorded in proper time; nothing herein, however, to affect in any manner the preferences and priorities declared and given in section 16 of this article.

A deed not recorded as provided in section 13, does not affect existing creditors nor 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. 577; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.