

A corporation cannot exercise a power of sale under this section. *Frostburg Bldg. Assn. v. Lowdermilk*, 50 Md. 179; *Queen City Bldg. Assn. v. Price*, 53 Md. 399; *Chilton v. Brooks*, 71 Md. 452; *Barroll v. Benton*, 121 Md. 176.

Act of 1785, ch. 72, held not to alter or abridge any other remedy which the mortgagee had. *Andrews v. Scott*, 2 Bl. 666.

A married woman may exercise a power of sale. *Bouldin v. Reynolds*, 58 Md. 495.

This section is applicable to Baltimore City. *Roberts v. Loyola Bldg. Assn.*, 74 Md. 6; *Knapp v. Anderson*, 89 Md. 191.

The provisions of the act of 1833, ch. 181, sec. 2, apply exclusively to Baltimore City. *Hays v. Dorsey*, 5 Md. 99.

The act of 1825, ch. 203, held to be applicable to a mortgage executed prior to the passage of said act. *Hubbard v. Jarrell*, 23 Md. 81.

Formerly where a mortgagor took benefit of insolvent law, the mortgagee or his assigns lost benefit of power of sale under this section. (For present law, see art. 47, sec. 27.) *Mackubin v. Boarman*, 54 Md. 385. See also *Ensor v. Lewis*, 54 Md. 397; *Queen City Bldg. Assn. v. Price*, 53 Md. 401; *White v. Malcolm*, 15 Md. 545.

The portion of this section declaring power of sale to be divisible, referred to in construing local law applicable to Baltimore City. *Richardson v. Owings*, 86 Md. 667.

Cited but not construed in *Davis v. Blackistone*, 108 Md. 641; *Rosenstock v. Keyser*, 104 Md. 382; *Bernstein v. Hobelman*, 70 Md. 36; *Stanhope v. Dodge*, 52 Md. 493; *Carroll v. Keishner*, 47 Md. 276; *Horsey v. Hough*, 38 Md. 136; *Neal v. Hagthorpe*, 3 Bl. 573; *Ahrens v. Ijams*, 158 Md. 416; *Allen v. Seff*, 160 Md. 241; *Assurance Corporation v. State*, 163 Md. 125; *Mortgage Co. v. Matthews*, 167 Md. 386, 392; *Kelly v. Bldg. Asso.*, 166 Md. 186.

See secs. 24 and 33 and notes to sec. 26.

1933 (Special Sess.), ch. 57. 1935, ch. 527. 1937, ch. 173.

7. In all mortgages of real and/or leasehold property heretofore given or hereafter given wherein there is inserted a clause authorizing the mortgagee or any other person named, or to be named therein to sell the mortgaged premises upon such terms and on such contingency as may be expressed therein, the power of sale therein contained shall not be exercised except by and with the consent of the record holders of not less than 25% of the entire unpaid mortgage debt secured by the mortgage sought to be foreclosed, it being hereby declared to be the intent of this Section that the holder or holders of a fractional interest in the unpaid mortgage debt of less than 25% of the entire amount thereof, shall not have recourse to the summary and *ex parte* remedies given under said Section 6 of Article 66 as aforesaid. Where any holder of a fractional interest in the entire unpaid mortgage debt is an infant or otherwise incompetent, such consent may be given by his guardian or committee, as the case may be, or if there is no such guardian or committee, then such consent may be given by his next friend, and any consent so given shall be as valid and effective for the purpose of this section, as if such holder were not under any disability.

Providing for specified period that the provisions relating to foreclosure of mortgages should be available to persons holding 25% of mortgage not unreasonable and arbitrary classification, but act void as to mortgage under consideration. *Mortgage Co. v. Matthews*, 167 Md. 383.

Cited in *Blanch v. Collison*, 174 Md. 432; *Smith v. First Nat. Bank*, 173 Md. 484.

An. Code, 1924, sec. 7. 1912, sec. 7. 1904, sec. 7. 1888, sec. 7. 1826, ch. 192, sec. 2.

8. Before any person so authorized shall make any such sale, he shall give bond to the State in such penalty and with such security as shall be approved by the judge or clerk of a court of equity of the city or county in which the mortgaged premises lie, or in case of goods and chattels, where the same may be, to abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof; and such bonds shall be and remain as an indemnity to and for the security of all persons interested in such