

An. Code, 1924, sec. 15. 1912, sec. 15. 1904, sec. 15. 1888, sec. 15. 1825, ch. 203, sec. 10.

**16.** All mortgage sales shall be made in the county or city where the mortgaged premises are situated; and where the mortgaged premises described in any mortgage are situated in more than one county, the sale may be made in either of the counties in which the lands are situated.

This section is mandatory, and if sale is not made in the county where the property lies, it will be set aside. *Webb v. Haeffer*, 53 Md. 190.

This section applies to technical mortgages; an instrument held not to be a technical mortgage, and hence application of this section, denied. *Harrison v. Annapolis*, etc., R. R. Co., 50 Md. 515. And see *Bank of Commerce v. Lanahan*, 45 Md. 409.

Where a mortgage when executed covers property in Baltimore County, and subsequently annexation act changes geographical location of the property to Baltimore City, the sale thereafter should take place in the city. *Chilton v. Brooks*, 71 Md. 452.

This section applies only to sales under the act of 1825, ch. 203. *White v. Malcolm*, 15 Md. 541 (decided in 1860).

Cited but not construed in *Ahrens v. Tjams*, 158 Md. 416.

This section referred to in construing sec. 9. *Roberts v. Loyola Bldg. Assn.*, 74 Md. 5.

An. Code, 1924, sec. 16. 1912, sec. 16. 1904, sec. 16. 1888, sec. 16. 1826, ch. 192, sec. 8. 1836, ch. 249, sec. 16.

**17.** No injunction shall be granted to stay any sale or any proceedings after any sale of mortgaged premises under this article, unless the party praying such injunction shall be also a party to the deed of mortgage in virtue of which the property sold or offered for sale shall have been mortgaged, or shall claim under such party a right to or interest in such mortgaged premises, derived and accruing after the time of recording such mortgage, nor unless such party shall on oath allege that the mortgage debt and all interest due thereon has been fully paid, or that some part of such debt or interest, the amount of which he shall state, has been paid, and that the mortgagee or person acting under him refuses to give credit for such amount, or that some fraud which shall be particularly stated in the bill or petition for injunction was used by such mortgagee, or with his knowledge, in obtaining the mortgage.

Bill for injunction against foreclosure under mortgage is sufficient if it alleges agreement to transfer land to mortgagee, etc. *Johnson v. Wheeler*, 174 Md. 531.

Demurrer to bill to enjoin mortgage sale was sustained for insufficient allegations, but second bill containing additional allegations, sufficient to comply with this section, prevents action on first bill from being adjudication of matters presented in second bill. *First Mort.*, etc., Assn. v. Nelson, 151 Md. 187.

Case believed not to be within this section and the two following ones. What these sections contemplate. *Wolf v. Oldenburg*. 154 Md. 359 (separate opinion).

Where a petition for an injunction under this section alleges that the mortgage debt and interest were fully satisfied under terms of an agreement and appeal is from a final decree for a permanent injunction on that ground, the objection that petition does not allege that mortgage and all interest due thereon had been paid, and contention that bond filed as a prerequisite to issue of a preliminary injunction was not in form prescribed by law, overruled. *Green v. Redmond*, 132 Md. 171.

Before court will grant an injunction to restrain a sale upon default in a mortgage, the mortgagor must pay into court amount admitted to be due. Injunction improperly granted. Question of credits. *Buckner v. Cronhardt*, 132 Md. 616.

This section does not authorize relief in violation of principle that he who seeks equity must do equity. Where the mortgagor admits in his bill that a balance is due mortgagee, that amount must be paid mortgagee or brought into court before mortgagor is entitled to an injunction. *Talbot v. Laurel Bldg. Assn.*, 140 Md. 568.

A purchaser who has a valid contract for sale of property by reason of exercise of an option, may secure an injunction under this section, and is entitled to redeem property when it is being sold under foreclosure of mortgage proceedings. Tender held sufficient to entitle plaintiff to injunction. Parties. *Wingert v. Brewer*, 116 Md. 518.

Cited in *Blanch v. Collison*, 174 Md. 432; *Harlan v. Lee*, 174 Md. 593.

Unless these sections are complied with, no injunction to restrain a mortgage sale will ordinarily be granted. Requisites of bill; bill held insufficient. *Fowler v. Pendleton*, 121 Md. 300.

There must be an allegation that both interest and principal have been paid. The fraud must be particularly stated. This section held applicable, and not to have been complied with. *Thrift v. Bannon*, 111 Md. 307.