

1900, ch. 457.

26. Whenever any real estate or leasehold interest therein is encumbered by a mortgage, deed or other instrument in the nature of a mortgage, 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 real estate or leasehold interest at any sale under or by virtue of said mortgage, deed or other instrument, but such crops shall be and remain the property of the said debtor, or those claiming under him, subject, however, to the lien mentioned in the next section.

Ibid.

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

Ibid.

28. The purchaser mentioned in the preceding section, or those claiming under him shall, in addition to his other remedies, have the right to distrain for the said rental or any part thereof remaining due, as in the case of landlord and tenant, upon the ascertainment thereof as proved in the preceding section; provided, however, that nothing contained in this section, or in sections 26 and 27 of this article, shall be taken to interfere with the right of the said purchaser, or those claiming under him, to have possession of the said real estate or leasehold interest as heretofore, except as to the part thereof