



Code of Maryland Annotated Regulations

Real Estate Empower, Inc.
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REAL PROPERTY

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MD Code, Real Property, § 1-101

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 1. General Provisions

➔§ 1-101. Definitions

(a) In this article the following words have the meanings indicated unless otherwise apparent from context.

(b) "County" includes Baltimore City.

(c) "Deed" includes any deed, grant, mortgage, deed of trust, lease, assignment, and release, pertaining to land or property or any interest therein or appurtenant thereto, including an interest in rents and profits from rents.

(d) "Deed of trust" means only a deed of trust which secures a debt or the performance of an obligation, and does not include a voluntary grant unrelated to security purposes.

(e) "Grant" includes conveyance, assignment, and transfer.

(f) "Land" has the same meaning as "property".

(g) "Landlord" means any landlord, including a "lessor".

(h) "Lease" means any oral or written agreement, express or implied, creating a landlord and tenant relationship, including any "sublease" and any further sublease.

(i) "Mortgage" means any mortgage, including a deed in the nature of mortgage.

(j) "Person" includes an individual, receiver, trustee, guardian, executor, administrator, fiduciary, or representative of any kind, or any partnership, firm, association, public or

private corporation, or any other entity.

(k) "Property" means real property or any interest therein or appurtenant thereto.

(l) "Purchaser" has the same meaning as buyer or vendee.

(m) "Tenant" means any tenant including a "lessee".

(n) "Vendor" has the same meaning as seller.

CREDIT(S)

Acts 1974, c. 12, § 2; Acts 1988, c. 6, § 1; Acts 1992, c. 596; Acts 1993, c. 274.

PRIOR COMPILATIONS

Title 1. General Provisions

➡§ 1-102. Rebuttable presumptions

Unless otherwise expressly provided, whenever this article states that a fact is presumed, the presumption is rebuttable.

CREDIT(S)

Acts 1974, c. 12, § 2.

PRIOR COMPILATIONS

Formerly Art. 21, § 1-103.

MD Code, Real Property, § 1-102, MD REAL PROP § 1-102
Current through end of 2006 Regular Session and 2006 First Special Session.

➡§ 1-103. Effect on successors in interest

Unless otherwise expressly provided, any obligation imposed on or right granted to any person automatically is binding on or inures to the benefit of his assigns, successors, heirs, legatees, and personal representatives. However, this section is not to be construed to create or confer any rights of assignment where none would exist otherwise.

CREDIT(S)

Acts 1974, c. 12, § 2.

PRIOR COMPILATIONS

Formerly Art. 21, § 1-104.

MD Code, Real Property, § 1-103, MD REAL PROP § 1-103
Current through end of 2006 Regular Session and 2006 First Special Session.

◆§ 1-104. Contractual alterations permitted

Any person may vary, by agreement, the effect of any provision in this article, except (1) as provided in this article, (2) the agreement may not affect the rights of persons not parties to or otherwise bound by the agreement, and (3) as provided by § 1-103 of this title.

CREDIT(S)

Acts 1974, c. 12, § 2.

PRIOR COMPILATIONS

Formerly Art. 21, § 1-105.

MD Code, Real Property, § 1-104, MD REAL PROP § 1-104
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 2-101
§ 2-101. Interpretation; "grant"; "bargain and sell"

MD Code, Real Property, § 2-101

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➔§ 2-101. Interpretation; "grant"; "bargain and sell"

The word "grant", the phrase "bargain and sell", in a deed, or any other words purporting to transfer the whole estate of the grantor, passes to the grantee the whole interest and estate of the grantor in the land mentioned in the deed unless a limitation or reservation shows, by implication or otherwise, a different intent.

CREDIT(S)

Acts 1974, c. 12, § 2; Acts 1988, c. 6, § 1.

PRIOR COMPILATIONS

Formerly Art. 21, § 5-101.

MD Code, Real Property, § 2-101, MD REAL PROP § 2-101

Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 2-102

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➔§ 2-102. Estate tail tenant; fee grant

Any person seized of an estate tail, in possession, reversion, or remainder, in any land, tenement, or hereditament may grant and sell it in the form of a grant as if he were seized of an estate in fee simple and the grant is good and available, to all intents and purposes, against every person whom the grantor might debar by any mode of common recovery, or by any other means.

MD Code, Real Property, § 2-103

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➔§ 2-103. Mortgage assignment; rights passed

Every valid assignment of a mortgage is sufficient to grant to the assignee every right which the assignor possessed under the mortgage at the time of the assignment.

MD Code, Real Property, § 2-104

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-104. "The said ... covenants" defined

If the words "the said ... covenants" are used in a deed, the words are presumed to have the same effect as if the covenant were expressed to be by the covenantor for himself and as if made with the grantee in the deed.

MD Code, Real Property, § 2-105

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-105. Operation of general warranty

A covenant by the grantor in a deed "that he will warrant generally the property hereby granted" has the same effect as if the grantor had covenanted that he will warrant forever the property to the grantee against every lawful claim and demand of any person.

MD Code, Real Property, § 2-106

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-106. Operation of special warranty

A covenant by a grantor in a deed "that he will warrant specially the property hereby granted" has the same effect as if the grantor had covenanted that he will warrant forever and defend the property to the grantee against any lawful claim and demand of the grantor and every person claiming or to claim by, through, or under him.

MD Code, Real Property, § 2-107

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-107. Operation of covenant of seisin

A covenant by the grantor in a deed "that he is seized of the land hereby granted" has the same effect as if the grantor had covenanted that the grantor, at the time of the execution and delivery of the deed, is and stands lawfully seized of the land.

MD Code, Real Property, § 2-108

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-108. Operation of right to grant

A covenant by the grantor in a deed "that he has the right to grant the land" has the same effect as if the grantor had covenanted that he has good right, full power, and absolute authority to grant the land to the grantee in the deed, in the manner in which the land is granted, or intended to be, by the deed, according to its true intent.

MD Code, Real Property, § 2-109

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-109. Operation of quiet enjoyment covenant

A covenant by the grantor in a deed that the grantee "shall quietly enjoy the land" has the

same effect as if he had covenanted that the grantee at any time thereafter might peaceably and quietly enter on, and have, hold, and enjoy the land granted by the deed, or intended to be granted, with all the rights, privileges, and appurtenances belonging to it, and to receive the rents and profits for his use and benefit, without any eviction, interruption, suit, claim, or demand by the grantor and free from any claim or demand by any other person.

MD Code, Real Property, § 2-110

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-110. No act to encumber provision

A covenant by the grantor in a deed "that he has done no act to encumber the land" has the same effect as if he had covenanted that he had not done, executed, or knowingly suffered any act or deed whereby the land granted, or intended to be, or any part of it, is or will be charged, affected, or encumbered in title, estate, or otherwise.

MD Code, Real Property, § 2-111

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-111. Covenant against encumbrances; operation

A covenant by the grantor in a deed, "that the land is free and clear of all encumbrances" has the same effect as if he had covenanted that neither he nor his predecessors in his chain of title had done, executed, or knowingly suffered any act or deed whereby the land granted, or intended to be granted, or any part of it, are or will be charged, affected, or encumbered in title, estate, or otherwise.

MD Code, Real Property, § 2-112

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-112. Covenant for further assurances; operation

A covenant by a grantor in a deed "that he will execute further assurances of the land as may be requisite" has the same effect as if the grantor had covenanted that he at any time on any reasonable request, at the expense of the grantee, will do any further act and execute any further instrument to perfect the grant and assure to the grantee the lands granted, or intended to be granted, as shall be reasonably required by the grantee or his attorney.

MD Code, Real Property, § 2-113

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➔§ 2-113. "Die without issue" defined

Unless a contrary intent is expressly indicated in the deed, the words "die without issue", or "die without leaving issue", or other words in a deed which may imply either a lack or a failure of issue of a person in his lifetime, or at the time of his death, or an indefinite failure of his issue, mean a lack or a failure of issue in the lifetime, or at the time of the death of the person, and not an indefinite failure of his issue.

MD Code, Real Property, § 2-114

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➔§ 2-114. Title to street or highway

(a) Except as otherwise provided, any deed, will, or other instrument that grants land binding on any street or highway, or that includes any street or highway as 1 or more of the lines thereof, shall be construed to pass to the devisee, donee, or grantee all the right, title, and interest of the deviser, donor, or grantor (hereinafter referred to as the transferor) in the street or highway for that portion on which it binds.

(b) If the transferor owns other land on the opposite side of the street or highway, the deed, will, or other instrument shall be construed to pass the right, title, and interest of the transferor only to the center of that portion of the street or highway upon which the 2 or

more tracts coextensively bind.

(c) The provisions of subsections (a) and (b) of this section do not apply if the transferor in express terms in the writing by which the devise, gift, or grant is made, either reserves to the transferor or grants to the transferee all the right, title, and interest to the street or highway.

MD Code, Real Property, § 2-115

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-115. Implied covenant or warranty nonexistent

There is no implied covenant or warranty by the grantor as to title or possession in any grant of land or of any interest or estate in land. However, in a lease, unless the lease provides otherwise, there is an implied covenant by the lessor that the lessee shall quietly enjoy the land.

MD Code, Real Property, § 2-116

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-116. Creation of passive trust

(a) If a grant, deed, covenant, or bequest of any land or personal property is to a trustee whose title is nominal only and who has no express power of disposition or management of the property, and is to be held for a beneficiary expressly designated in it, the grant, deed, covenant, or bequest is void as to the trustee, and is a direct grant, deed, covenant, or bequest to the beneficiary.

(b) If a trust is created by grant, deed, covenant, or bequest of any land or personal property in which the trustee has duties other than nominal to perform at the inception of or during the term of the trust, but later because of the death of a life tenant or other occurrence the trust terminates or there remains only nominal duties to perform, the legal estate in the corpus of the trust then vests in the beneficiaries of the trust, even though the instrument creating the trust specifically requires a grant of the legal estate, unless the

trustee is required to make partition or division by the terms of the creating instrument.

(c) This section is not applicable to any deed of trust given as security for the payment of a debt or the performance of an obligation.

(d) Notwithstanding the repeal of the British Statute of Uses, executory interests and powers of appointment are valid in the State, subject to the rule against perpetuities.
MD Code, Real Property, § 2-117

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➡§ 2-117. Joint tenancy not presumed

No deed, will, or other written instrument which affects land or personal property, creates an estate in joint tenancy, unless the deed, will, or other written instrument expressly provides that the property granted is to be held in joint tenancy.

MD Code, Real Property, § 2-118

West's Annotated Code of Maryland [Currentness](#)
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Title 2. Rules of Construction

➡§ 2-118. Creation of conservation easements

(a) Any restriction prohibiting or limiting the use of water or land areas, or any improvement or appurtenance thereto, for any of the purposes listed in subsection (b) of this section whether drafted in the form of an easement, covenant, restriction, or condition, creates an incorporeal property interest in the water or land areas, or the improvement or appurtenance thereto, so restricted, which is enforceable in both law and equity in the same manner as an easement or servitude with respect to the water or land areas, or the improvement or appurtenance thereto, if the restriction is executed in compliance with the requirements of this article for the execution of deeds or the Estates and Trusts Article for the execution of wills.

(b) A restriction as provided in subsection (a) of this section may be for any of the following purposes:

- (1) Construction, placement, preservation, maintenance in a particular condition, alteration, removal, or decoration of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (2) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or other materials;
- (3) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in a manner as to affect the surface or otherwise alter the topography of the area;
- (4) Removal or destruction of trees, shrubs, or other vegetation;
- (5) Surface use except for purposes of preserving the water or land areas, or the improvement or appurtenance thereto;
- (6) Activities affecting drainage, flood control, water conservation, erosion control, soil conservation, or fish or wildlife habitat preservation;
- (7) Preservation of exposure of solar energy devices; or
- (8) Other acts or uses having any relation to the preservation of water or land areas or the improvement or appurtenance thereto.

(c) If the restriction is not granted for the benefit of any dominant tract of land, it is enforceable with respect to the servient land, both at law and in equity, as an easement in gross, and as such it is inheritable and assignable.

(d) A restriction provided for by this section may be extinguished or released, in whole or in part, in the same manner as other easements.

(e) If any grant, reservation, dedication, devise, or gift of any nature which clearly indicates the maker's intention to subject any interest or estate in property to public use for the preservation of agricultural, historic, or environmental qualities fails to specify a grantee, donee, legatee, or beneficiary to receive the same or specifies a grantee, donee, legatee, or beneficiary who is not legally capable of taking the interest or estate, it passes to the Maryland Agricultural Land Preservation Foundation, the Maryland Historical Trust, or the Maryland Environmental Trust in any proceedings under §§ 14-301 and 14-302 of the Estates and Trusts Article.

MD Code, Real Property, § 2-119

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➔§ 2-119. Solar collection panels; restrictive covenants

(a) A restrictive covenant regarding land use, which becomes effective after July 1, 1980, may not impose or act to impose unreasonable limitations on the installation of solar collection panels on the roof or exterior walls of improvements.

(b) This section does not apply to a restrictive covenant on historic property that is listed by:

- (1) The Maryland Inventory of Historic Properties; or
- (2) The Maryland Register of Historic Properties.

MD Code, Real Property, § 2-120

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 2. Rules of Construction

➔§ 2-120. Disclosure requirement; material fact; defect

(a) Under this title, it is not a material fact or a latent defect relating to property offered for sale or lease that:

- (1) An owner or occupant of the property is, was, or is suspected to be:
 - (i) Infected with human immunodeficiency virus; or
 - (ii) Diagnosed with acquired immunodeficiency syndrome; or

(2) A homicide, suicide, accidental death, natural death, or felony occurred on the property.

(b) An owner or seller of real property or the owner's or seller's agent shall be immune

from civil liability or criminal penalty for failure to disclose a fact contained in subsection (a) of this section.

MD Code, Real Property, § 2-121

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Real Property

Title 2. Rules of Construction

→§ 2-121. Family day care homes

(a) In this section, "family day care home" means a unit:

- (1) Registered under Title 5, Subtitle 5 of the Family Law Article; and
- (2) In which the family day care provider or one or more of the children cared for resides.

(b) This section does not apply to a recorded covenant or restriction affecting property that is:

- (1) Governed by the provisions of Title 11B of this article;
- (2) Part of a condominium regime governed by Title 11 of this article; or
- (3) Part of a cooperative housing corporation.

(c)(1) A recorded covenant or restriction in a deed that prohibits or restricts commercial or business activity in general, but does not expressly apply to family day care homes, may not be construed to prohibit or restrict the establishment or operation of family day care homes.

- (2) The operation of a family day care home shall be considered a residential activity for purposes of construing a covenant or restriction described in paragraph (1) of this subsection.

(d) The provisions of this section do not apply to:

- (1) A building containing more than four dwelling units located on one parcel of property or at one location;

(2) A covenant or restriction imposed in connection with a loan made or purchased by the Community Development Administration under Title 4, Subtitle 2 of the Housing and Community Development Article; or

(3) A lease.

MD Code, Real Property, § 2-122

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Real Property

Title 2. Rules of Construction

➡§ 2-122. Definition of trust; grants of property by deed

(a)(1) In this section, "trust" means an express inter vivos or testamentary trust.

(2) "Trust" includes the following instruments or funding arrangements in the nature of a trust:

(i) A profit sharing plan;

(ii) A retirement plan;

(iii) A liquidating or liquidation plan; and

(iv) An unincorporated foundation.

(3) "Trust" does not include:

(i) A real estate investment trust as defined in § 8-101 of the Corporations and Associations Article;

(ii) A business trust as defined in § 12-101(c) of the Corporations and Associations Article; or

(iii) A trust, formed under the law of another state or a foreign country, that authorizes a trust to take, hold, and dispose of title to property in the name of the trust.

(b)(1) A grant of property by deed to a grantee designated in the deed as a trust has the same effect as if the grantor had granted the property to the trustee or trustees appointed and acting for the trust on the effective date of the deed.

(2) A grant of property by deed to a grantee designated in the deed as an estate of a decedent, including the estate of a nonresident decedent, has the same effect as if the grantor had granted the property to:

- (i) The personal representative or personal representatives appointed by a register of wills or orphans' court in the State for the estate and acting as the personal representative on the effective date of the deed; or
- (ii) A foreign personal representative exercising the powers of the office for the estate of a nonresident decedent on the effective date of the deed.

MD Code, Real Property, § 2-123

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Title 2. Rules of Construction

➔§ 2-123. Adoptees

"Instrument" defined

(a) In this section, "instrument" means a deed, grant, or other written instrument other than a will as defined in § 4-414 of the Estates and Trusts Article.

Construction of section

(b) This section does not limit the right of an individual to provide for distribution of property by will.

Construction of instrument

(c)(1) Unless an instrument executed on or after June 1, 1947, clearly indicates otherwise, "child", "descendant", "heir", "issue", or any equivalent term in the instrument includes an adoptee whether the instrument was executed before or after a court entered an order for adoption.

(2) Unless an instrument executed on or before May 31, 1947, clearly indicates otherwise, "child", "descendant", "heir", "issue", or any equivalent term in the instrument includes an adoptee if, on or after January 1, 1945, a court entered an

interlocutory order for adoption or, if none, a final order for adoption.

MD Code, Real Property, § 3-101

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Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➔§ 3-101. Execution and recordation of deeds

(a) Except as otherwise provided in this section, no estate of inheritance or freehold, declaration or limitation of use, estate above seven years, or deed may pass or take effect unless the deed granting it is executed and recorded.

(b) Subsection (a) of this section does not limit any other method of transferring or creating an estate, declaration, or limitation which is permitted by the law of the State except to the extent required by law.

(c) The recording requirement of subsection (a) of this section does not apply to any lease for an initial term not exceeding seven years if each renewal term under the lease (i) is for seven years or less, and (ii) by the provisions of the lease, may be effected or prevented by a party to the lease or his assigns.

(d) If a lease required to be executed and recorded under the provisions of subsection (a) of this section is executed but not recorded, the lease is valid and fully effective both at law and in equity (i) between the original parties to the lease and their personal representatives, (ii) against their creditors, and (iii) against and for the benefit of any other person who claims by, through, or under an original party and who acquires the interest claimed with actual notice of the lease or at a time when the tenant, or anyone claiming by, through, or under the tenant, is in such actual occupancy as to give reasonable notice to the person.

(e) In lieu of recording a lease as prescribed above, a memorandum of the lease, executed by every person who is a party to the lease, may be recorded with like effect. A memorandum of lease thus entitled to be recorded shall contain at least the following information with respect to the lease: (1) the name of the lessor and the name of the

lessee; (2) any addresses of the parties set forth in the lease; (3) a reference to the lease, with its date of execution; (4) a description of the leased premises in the form contained in the lease; (5) the term of the lease, with the date of commencement and the date of termination of the term; and (6) if there is a right of extension or renewal, the maximum period for which or date to which it may be renewed, and any date on which the right of extension or renewal is exercisable. If any date is unknown, then the memorandum of lease shall contain the formula from which the date is to be computed. When a memorandum of lease is presented for recording, the lease also shall be submitted to the recording office for the purpose of examination to determine whether or not the lease or the memorandum authorized by this section is subject to any transfer or other tax or requires any recording stamp. The clerk shall stamp the lease when submitted so that it may be identified as the instrument presented to the clerk at the time of recording the memorandum, and the clerk shall collect any required tax.

(f)(1) In this subsection, "option" includes any agreement or contract creating:

- (i) An option with respect to the purchase, lease, or grant of property; or
- (ii) A right of first refusal, a right of first offer, or similar right, with respect to the purchase, lease, or grant of property.

(2) In lieu of recording an option as prescribed above, a memorandum of the option, executed by each person who is a party to the option, may be recorded with like effect.

(3) A memorandum of option thus entitled to be recorded shall contain at least the following information with respect to the option:

- (i) The name of the parties to the option;
- (ii) Any addresses of the parties set forth in the option;
- (iii) A reference to the option, with its date of execution;
- (iv) A description of the property affected by the option in the form contained in the option;
- (v) The nature of the right or interest created;
- (vi) If stated, the term of the option, with the date of commencement and the date of termination of the term; and
- (vii) If there is a right of extension or renewal, the maximum period for which or date to which it may be renewed, and any date on which the right of extension or renewal is exercisable.

(4) If any date is unknown, then the memorandum of option shall contain the formula, if

any, from which the date is to be computed.

MD Code, Real Property, § 3-102

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Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➔§ 3-102. Recording of other instruments

(a)(1) Any other instrument affecting property, including any contract for the grant of property, or any subordination agreement establishing priorities between interests in property may be recorded.

(2) The following instruments also may be recorded:

- (i) Any notice of deferred property footage assessment for street construction;
- (ii) Any boundary survey plat signed and sealed by a professional land surveyor or property line surveyor licensed in the State;
- (iii) Any assumption agreement by which a person agrees to assume the liability of a debt or other obligation secured by a mortgage or deed of trust;
- (iv) Any release of personal liability of a borrower or guarantor under a mortgage or under a note or other obligation secured by a deed of trust; or
- (v) A ground rent redemption certificate or a ground rent extinguishment certificate issued under § 8-110 of this article.

(3) The recording of any instrument constitutes constructive notice from the date of recording.

(b) This section may not be construed to authorize the recording of a subdivision plat without any prior review and approval otherwise required by law.

MD Code, Real Property, § 3-103

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➔§ 3-103. Where instruments recorded

The proper jurisdiction for recording all deeds or other instruments referred to in §§ 3-101 and 3-102 is as follows:

- (1) In the county where the land affected by the deed or instrument lies; or
- (2) If the land lies in more than one county, in all of such counties.

MD Code, Real Property, § 3-104

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Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➔§ 3-104. Requirements before recording

(a)(1) The Clerk of the Circuit Court may record an instrument that effects a change of ownership if the instrument is:

- (i) Endorsed with the certificate of the collector of taxes of the county in which the property is assessed, required under subsection (b) of this section;
- (ii) 1. Accompanied by a complete intake sheet; or
2. Endorsed by the assessment office for the county as provided in paragraph (g)(8) of this section; and
- (iii) Accompanied by a copy of the instrument, and any survey, for submission to the Department of Assessments and Taxation.

(2) The Supervisor of Assessments shall transfer ownership of property in the assessment records, effective as of the date of recordation, upon receipt from the Clerk of the Circuit Court of a copy of the instrument, the completed intake sheet, and any survey submitted under paragraph (1) of this subsection.

(b)(1) Except as provided in subsection (c) of this section, property may not be transferred on the assessment books or records until:

(i) All public taxes, assessments, and charges currently due and owed on the property have been paid to the treasurer, tax collector, or director of finance of the county in which the property is assessed; and

(ii) All taxes on personal property in the county due by the transferor have been paid when all land owned by him in the county is being transferred.

(2) The certificate of the collecting agent designated by law, showing that all taxes, assessments, and charges have been paid, shall be endorsed on the deed, and the endorsement shall be sufficient authority for transfer on the assessment books.

(3) Except as provided in subsection (c) of this section, in Cecil, Charles, Dorchester, Harford, Howard, Kent, Queen Anne's, Somerset, and St. Mary's counties no property may be transferred on the assessment books or records until (1) all public taxes, assessments, any charges due a municipal corporation, and charges due on the property have been paid as required by law, and (2) all taxes on personal property in the county due by the transferor have been paid when all land owned by him in the county and municipal corporation is being transferred. The certificate of the collecting agent and municipal corporation designated by law showing that all taxes, assessments, and charges have been paid, shall be endorsed on the deed and the endorsement shall be sufficient authority for transfer on the assessment books.

(c)(1)(i) The requirements for prepayment of personal property taxes in subsection (b) of this section do not apply to grants of land made:

1. By or on behalf of any mortgagee, lien creditor, trustee of a deed of trust, judgment creditor, trustee in bankruptcy or receiver, and any other court-appointed officer in an insolvency or liquidation proceeding; or

2. By a deed in lieu of foreclosure to any holder of a mortgage or deed of trust or to the holder's assignee or designee.

(ii) Notwithstanding any other provision of law, and except as provided in subparagraph (iii) of this paragraph, after the recordation of a deed or other instrument that effects a grant of land described in subparagraph (i) of this paragraph, the land shall be free and clear of, and unencumbered by, any lien or claim of lien for any unpaid taxes on personal property.

(iii) Subparagraph (ii) of this paragraph does not apply to:

1. Any lien for unpaid taxes on personal property that attached to the land by

recording and indexing a notice as provided in § 14-804(b) of the Tax-Property Article prior to the recording of the mortgage, lien, deed of trust, or other encumbrance giving rise to the grant of land described in subparagraph (i) of this paragraph; or

2. Unpaid taxes on personal property owed by the transferee or subsequent owner of the land after a grant of land described in subparagraph (i) of this paragraph.

(iv) This paragraph does not affect the rights of the personal property tax lienholder to make a claim to any surplus proceeds from a judicial sale of land resulting in a grant of land described in subparagraph (i) of this paragraph.

(2) Subsection (b) of this section does not apply in Charles, St. Mary's, Dorchester, Harford, Howard, Kent, Prince George's, Worcester, Carroll, Montgomery, Frederick and Washington counties to any deed executed as a mere conduit or for convenience in holding and passing title, known popularly as a straw deed or, as provided in § 4-108, a deed making a direct grant in lieu of a straw deed, or to a deed which is a supplementary instrument merely confirming, correcting, or modifying a previously recorded deed, if there is no actual consideration paid or to be paid for the execution of the supplementary instrument.

(3) Subsection (b) of this section does not apply in Baltimore City and Anne Arundel, Baltimore, Carroll, Frederick, or Washington counties to any deed transferring property to the county when the controller or treasurer of the county has certified that the conveyance does not impair the security for any public taxes, assessments, and charges due on the remaining property of the grantor.

(4)(i) Property may be transferred on the assessment books or records in July, August, or September if instead of paying the taxes required under subsection (b)(1) of this section on a property transfer by assumption, a lender or the attorney handling the transfer of title files with the county treasurer, tax collector, or director of finance of the county in which the property is assessed a statement that certifies that the lender maintains a real estate tax escrow account.

(ii) Upon receipt of the statement required in subparagraph (i) of this paragraph, the county treasurer, tax collector, or director of finance shall endorse on the deed an appropriate certification and the endorsement shall be sufficient authority for transfer on the assessment books.

(5) At the time of transfer of real property subject to a semiannual payment schedule for the payment of property taxes, only those semiannual payments that are due for the current taxable year under § 10-204.3 of the Tax-Property Article must be paid prior to the transfer of the property.

(d) Every deed or other instrument offered for recordation shall have the name of each

person typed or printed directly above or below the signature of the person. If a typed or printed name is not provided as required in this subsection, the clerk shall make reasonable efforts to determine the correct name under which the deed or other instrument shall be indexed.

(e)(1) Any printed deed or other instrument offered for recordation shall be printed in not less than eight-point type and in black letters and be on white paper of sufficient weight and thickness to be clearly readable. If the deed or other instrument is wholly typewritten or typewritten on a printed form, the typewriting shall be in black letters, in not less than elite type and upon white paper of sufficient weight or thickness as to be clearly readable. The foregoing provisions do not apply to manuscript covers or backs customarily used on documents offered for recordation. The recording charge for any instrument not conforming to these requirements shall be treble the normal charge. In any clerk's office where the deeds or other instruments are photostated or microfilmed, no instrument on which a rider has been placed or attached in a manner obscuring, hiding, or covering any other part of the instrument may be offered or received for record. No instrument not otherwise readily subject to photostating or microfilming may be offered or received for record until treble the normal recording charge is paid to the clerk and unless an affidavit, black type on white paper, is attached and made a part of the document stating the kind of instrument, the date, the parties to the transaction, description of the property, and all other pertinent data. After any document has been recorded in one county, a certified copy of the recorded document may be recorded in any other county.

(2) A certified copy of any document from a state, commonwealth, territory, or possession of the United States, or the District of Columbia that would otherwise be recordable under Maryland law may be recorded in this State, if the document contains:

- (i) An original certification made by the clerk or other governmental official having responsibility for the certification or authentication of recorded documents in the jurisdiction where the document is recorded; and
- (ii) An indication of the recording reference and court or other public registry where the original document is recorded.

(f)(1) No deed, mortgage, or deed of trust may be recorded unless it bears the certification of an attorney at law that the instrument has been prepared by an attorney or under an attorney's supervision, or a certification that the instrument was prepared by one of the parties named in the instrument.

(2) Every deed recorded in Prince George's County shall contain a reference to the election district in which the property described in the deed is located.

(3) Every deed or other instrument recorded in Talbot County shall have written, typed, or printed on its back, to be readily visible when folded for filing in the

appropriate drawer or file, the name of every party to the deed or other instrument and the nature or character of the instrument.

(4) No deed granting property lying within the boundaries of any sanitary district operated by the Worcester County Sanitary Commission may be accepted by the Clerk of the Circuit Court for recording unless the deed is marked by the Commission to indicate that every assessment or charge currently due and owed to the Commission with respect to the property described in the deed has been paid.

(5) In Frederick County, if the property to be transferred is a subdivision, which is being dissected from a larger tract of land, then every public tax, assessment, and charge due on the larger tract shall be paid before the property is transferred on the assessment books or land records. Notwithstanding any other provision of this section, in Frederick County the certificate of the Treasurer and the appropriate municipal tax collector, if the property is within an incorporated town or city, showing that every tax has been paid shall be endorsed on the deed. The endorsement is sufficient authority for transfer on the assessment books or land records.

(6) Every deed granting a right-of-way or other easement to a public utility, public agency, or a department or agency of the State shall contain an accurate and definite description as well as a reference to the liber and folio where the servient land was granted and a recitation of the grantors, grantees, and the date of the reference deed.

(g)(1) This subsection does not apply to:

- (i) An assignment of a mortgage or if presented for recordation, an assignment of a deed of trust;
- (ii) A release of a deed of trust or mortgage;
- (iii) A substitution of trustees on a deed of trust;
- (iv) A power of attorney; or
- (v) A financing statement or an amendment, continuation, release, or termination of a financing statement recorded in land records.

(2) Except as provided in paragraph (1) of this subsection, each deed or other instrument affecting property and presented for recordation shall be:

- (i) Accompanied by a complete intake sheet, on the form that the Administrative Office of the Courts provides; or
- (ii) Endorsed as provided under paragraph (8) of this subsection.

(3) A complete intake sheet shall:

- (i) Describe the property by at least one of the following property identifiers:
 - 1. The property tax account identification number, if any, or in Montgomery County, any parcel identifier required under § 3-501 of this title, if different from the tax account number;
 - 2. The street address, if any;
 - 3. If the property is a lot within a subdivided tract, the lot and block designation, or in Baltimore City, the current land record block number;
 - 4. If the property is part of a tract that has been subdivided informally and there is neither an assigned tax account identification number for the parcel nor a lot and block designation, then the street address, if any, or the amount of acreage; or
 - 5. If the property consists of multiple parcels, the designation "various lots of ground" or the abbreviation "VAR. L.O.G.";
 - (ii) Name each grantor, donor, mortgagor, and assignor and each grantee, donee, mortgagee, and assignee;
 - (iii) State the type of instrument;
 - (iv) State the amount of consideration payable, including the amount of any mortgage or deed of trust indebtedness assumed, or the principal amount of debt secured;
 - (v) State the amount of recording charges due, including the land records surcharge and any transfer and recordation taxes;
 - (vi) Identify, by citation or explanation, each claimed exemption from recording taxes;
 - (vii) For an instrument effecting a change in ownership, state a tax bill mailing address; and
 - (viii) Indicate the person to whom the instrument is to be returned.
- (4) An intake sheet may request any other information that the Administrative Office of the Courts considers necessary in expediting transfers of property or recording and indexing of instruments.
- (5) A clerk may not charge any fee for recording an intake sheet.
- (6) A clerk may not refuse to record an instrument that does not effect a change of

ownership on the assessment books solely because it is not accompanied by an intake sheet.

(7) A clerk may refuse to record a deed or instrument that effects a change of ownership on the assessment rolls if the instrument is not accompanied by a complete intake sheet or endorsed as transferred on the assessment books by the assessment office for the county where the property is located.

(8)(i) If a deed or other instrument that effects a change in ownership is submitted for transfer on the assessment books without an intake sheet, the person offering the deed or other instrument shall mail or deliver to the person having charge of the assessment books the information required on the intake sheet.

(ii) When property is transferred on the assessment books under this paragraph:

1. The transfer shall be to the grantee or assignee named in the deed or other instrument; and
2. The person recording the transfer shall evidence the fact of the transfer on the deed or other instrument.

(iii) An endorsement under this paragraph is sufficient to authorize the recording of the deed or other instrument by the clerk of the appropriate court.

(9)(i) An intake sheet shall be recorded immediately after the instrument it accompanies.

(ii) The intake sheet is not part of the instrument and does not constitute constructive notice as to the contents of the instrument.

(iii) The lack of an intake sheet does not affect the validity of any conveyance, lien, or lien priority based on recordation of an instrument.

MD Code, Real Property, § 3-105

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Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➡§ 3-105. Mortgage releases; deeds of trust

(a) A mortgage or deed of trust may be released validly by any procedure enumerated in this section.

(b) A release may be endorsed on the original mortgage or deed of trust by the mortgagee or his assignee, the trustee or his successor under a deed of trust, or by the holder of the debt or obligation secured by the deed of trust. The mortgage or the deed of trust, with the endorsed release, then shall be filed in the office in which the mortgage or deed of trust is recorded. The clerk shall record the release photographically, with an attachment or rider affixed to it containing the names of the parties as they appear on the original mortgage or deed of trust, together with a reference to the book and page number where the mortgage or deed of trust is recorded.

(c) At the option of the clerk of the court in whose office the book form of recording is used, the release may be written by the mortgagee, or his assignee, or the trustee, or his successor under a deed of trust, on the record in the office where the mortgage or deed of trust is recorded and attested by the clerk of the court. At the time of recording any mortgage or deed of trust, the clerk of the court in whose office the book form of recording is used shall leave a blank space at the foot of the mortgage or deed of trust for the purpose of entering such release.

(d)(1) When the debt secured by a deed of trust is paid fully or satisfied, and any bond, note, or other evidence of the total indebtedness is marked "paid" or "canceled" by the holder or his agent, it may be received by the clerk and indexed and recorded as any other instrument in the nature of a release. The marked note has the same effect as a release of the property for which it is the security, as if a release were executed by the named trustees, if there is attached to or endorsed on the note an affidavit of the holder, the party making satisfaction, or an agent of either of them, that it has been paid or satisfied, and specifically setting forth the land record reference where the original deed of trust is recorded.

(2) When the debt secured by a mortgage is paid fully or satisfied, and the original mortgage is marked "paid" or "canceled" by the mortgagee or his agent, it may be received by the clerk and indexed and recorded as any other instrument in the nature of a release. The marked mortgage has the same effect as a release of the property for which it is the security, as if a release were executed by the mortgagee, if there is attached to or endorsed on the mortgage an affidavit of the mortgagee, the mortgagor, the party making satisfaction, or the agent of any of them, that it has been paid or satisfied, and specifically setting forth the land record reference where the mortgage is recorded.

(3) When the debt secured by a mortgage or deed of trust is paid fully or satisfied, and the canceled check evidencing final payment or, if the canceled check is unavailable, a copy of the canceled check accompanied by a certificate from the institution on which the check was drawn stating that the copy is a true and genuine image of the original

check is presented, it may be received by the clerk and indexed and recorded as any other instrument in the nature of a release. The canceled check or copy accompanied by the certificate has the same effect as a release of the property for which the mortgage or deed of trust is the security, as if a release were executed by the mortgagee or named trustees, if:

(i) The party making satisfaction of the mortgage or deed of trust has:

1. Allowed at least a 60-day waiting period, from the date the mortgage or deed of trust is paid fully or is satisfied, for the party satisfied to provide a release suitable for recording;
2. Sent the party satisfied a copy of this section and a notice that, unless a release is provided within 30 days, the party making satisfaction will obtain a release by utilizing the provisions of this paragraph; and
3. Following the mailing of the notice required under sub-subparagraph 2 of this subparagraph, allowed an additional waiting period of at least 30 days for the party satisfied to provide a release suitable for recording; and

(ii) The canceled check or copy accompanied by the certificate contains the name of the party whose debt is being satisfied, the debt account number, if any, and words indicating that the check is intended as payment in full of the debt being satisfied; and

(iii) There is attached to the canceled check or copy accompanied by the certificate an affidavit made by a member of the Maryland Bar that the mortgage or deed of trust has been satisfied, that the notice required under subparagraph (i) of this paragraph has been sent, and specifically setting forth the land record reference where the original mortgage or deed of trust is recorded.

(4) When the debt secured by a mortgage or deed of trust is fully paid or satisfied and the holder or the agent of the holder of the mortgage or deed of trust note or other obligation secured by the deed of trust, or the trustee or successor trustee under the deed of trust, executes and acknowledges a certificate of satisfaction substantially in the form specified under § 4- 203(d) of this article, containing the name of the debtor, holder, the authorized agent of the holder, or the trustee or successor trustee under the deed of trust, the date, and the land record recording reference of the instrument to be released, it may be received by the clerk and indexed and recorded as any other instrument in the nature of a release. The certificate of satisfaction shall have the same effect as a release executed by the holder of a mortgage or the named trustee under a deed of trust.

(5) When the holder of a mortgage or deed of trust note or other obligation secured by the deed of trust has agreed to release certain property from the lien of the mortgage or deed of trust and the holder or the agent of the holder of the mortgage or deed of trust

note or other obligation secured by the deed of trust, or the trustee or successor trustee under the deed of trust executes and acknowledges a certificate of partial satisfaction or partial release substantially in the form specified under § 4-203(e) of this article, containing the name of the debtor, holder, the authorized agent of the holder, or the trustee or successor trustee under the deed of trust, the date, the land record recording reference of the instrument to be partially released, and a description of the real property being released, it may be received by the clerk and indexed and recorded as any other instrument in the nature of a partial release. The certificate of partial satisfaction or partial release shall have the same effect as a partial release executed by the holder of a mortgage, the holder of the debt secured by a deed of trust, or the named trustee under a deed of trust.

(e) A release of a mortgage or deed of trust may be made on a separate instrument if it states that the mortgagee, holder of the debt or obligation secured by the deed of trust, trustee, or assignee releases the mortgage or deed of trust and states the names of the parties to the mortgage or deed of trust and the date and recording reference of the mortgage or deed of trust to be released. In addition, any form of release that satisfies the requirements of a deed and is recorded as required by this article is sufficient.

(f)(1) A holder of a debt secured by a mortgage or deed of trust, or a successor of a holder, may release part of the collateral securing the mortgage or deed of trust by executing and acknowledging a partial release on an instrument separate from the mortgage or deed of trust.

(2) A partial release shall:

(i) Be executed and acknowledged;

(ii) Contain the names of the parties to the mortgage or deed of trust, the date, and the land record recording reference of the instrument subject to the partial release; and

(iii) Otherwise satisfy the requirements of a valid deed.

(3) The clerk of the court shall accept, index, and record, as a partial release, an instrument that complies with and is filed under this section.

(4) Unless otherwise stated in an instrument recorded among the land records, a trustee under a deed of trust may execute, acknowledge, and deliver partial releases.

(g) If a full or partial release of a mortgage or deed of trust is recorded other than at the foot of the recorded mortgage or deed of trust, the clerk shall place a reference to the book and page number or other place where the release is recorded on the recorded mortgage or deed of trust.

(h) Unless otherwise expressly provided in the release, a full or partial release that is recorded for a mortgage or deed of trust that is re-recorded, amended, modified, or otherwise altered or affected by a supplemental instrument and which cites the released mortgage or deed of trust by reference to only the original recorded mortgage, deed of trust, or supplemental instrument to the original mortgage or deed of trust, shall be effective as a full or partial release of the original mortgage or deed of trust and all supplemental instruments to the original mortgage or deed of trust.

(i) Unless otherwise expressly provided in the release, a full or partial release that is recorded for a mortgage or deed of trust, or for any re-recording, amendment, modification, or supplemental instrument to the mortgage or deed of trust shall terminate or partially release any related financial statements, but only to the extent that the financing statements describe fixtures that are part of the collateral described in the full or partial release.

MD Code, Real Property, § 3-105.1

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➡§ 3-105.1. Release of mortgage or deed of trust

(a)(1) In this section the following words have the meanings indicated.

(2) "Borrower" means an individual who is mortgagor or grantor on a mortgage or deed of trust and whose loan was for personal, household, or family purposes or for a commercial purpose not in excess of \$75,000.

(3)(i) "Holder" means the person to whom a loan secured by a mortgage or deed of trust is owed or that person's designee.

(ii) "Holder" does not include a responsible person.

(4) "Loan" means all indebtedness and other obligations of a borrower secured by a mortgage or deed of trust.

(5) "Mortgage or deed of trust" means a mortgage, deed of trust, security agreement, or other lien secured by a borrower's principal dwelling.

(6)(i) "Responsible person" means a person other than the holder or the holder's designee who has undertaken responsibility for filing a release of a mortgage or deed of trust with the governmental agency charged with recording the release.

(ii) "Responsible person" includes:

1. The person responsible for the disbursement of funds in connection with the grant of title to the property; and
2. An attorney or other person responsible for preparing the HUD-1 settlement statement required under the federal Real Estate Settlement Procedures Act. [FN1]

(b)(1) Except as provided in paragraph (2) of this subsection, this section does not apply to a mortgage or deed of trust given to secure or guaranty a commercial loan as defined in § 12-101 of the Commercial Law Article.

(2) This section applies to a mortgage or deed of trust given by an individual to secure a commercial loan to that individual if the commercial loan was not in excess of \$75,000 and was secured by the borrower's principal dwelling.

(c) Within a reasonable time after a loan secured by an existing mortgage or deed of trust has been paid in full and there is no further commitment by the holder to make an advance or by the borrower to incur an obligation secured by that mortgage or deed of trust, the holder shall:

(1)(i) Indelibly mark with the word "paid" or "canceled" and return to the borrower each agreement, note, or other evidence of the loan secured by that mortgage or deed of trust; or

(ii) Furnish the borrower with a written statement that identifies the loan secured by that mortgage or deed of trust and states that the loan has been paid in full; and

(2) Release any recorded mortgage or deed of trust securing the loan.

(d) The release shall be:

(1) In writing; and

(2) Prepared at the expense of the holder.

(e)(1) If the holder does not record the release or provide the release to a responsible person for recording within 45 days after a loan secured by an existing mortgage or deed

of trust has been paid in full and there has been no further commitment by the holder to make an advance or by the borrower to incur an obligation secured by the mortgage or deed of trust, the holder shall furnish the borrower with:

- (i) The release in a recordable form; and
- (ii) A notice disclosing the location where the release should be recorded and the estimated amount of any fee required to be paid to a governmental entity in order to record the release.

(2) If the holder records the release, the holder shall furnish the borrower with a copy of the release.

(f)(1) A fee for the recording of a release may be collected by the holder from the borrower subject to this subsection.

(2) If a fee is collected for the recording of a release:

- (i) The release shall be recorded by the holder; and
- (ii) Any portion of the fee not paid to a governmental entity for recording the release that exceeds \$15 shall be refunded to the borrower.

(3) A fee authorized under this subsection is not interest with respect to any loan.

(4) If a fee is not collected for the recording of a release, the holder is not obligated to record the release.

(g)(1) This subsection does not apply to:

- (i) A licensee under Title 11, Subtitle 5 of the Financial Institutions Article; or
- (ii) An entity described in § 11-502(b)(1) or (b)(11) of the Financial Institutions Article.

(2) Except as provided in paragraph (1) of this subsection, if the borrower is the prevailing party in an action to require the delivery of the release, the holder is liable for the delivery of a release and for all costs and expenses in connection with the bringing of the action, including reasonable attorney's fees.

MD Code, Real Property, § 3-106

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➔§ 3-106. Assignments of mortgages; recording

The clerk of the court shall record photographically any assignment of a mortgage with an attachment or rider affixed to it containing the names of the parties as they appear on the original mortgage and a reference to the book number and page number where the mortgage is recorded.

MD Code, Real Property, § 3-107

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➔§ 3-107. Vendor's liens; recording

When recording a deed or other instrument retaining a vendor's lien, the clerk shall leave a blank space at the foot of the document for the purpose of entering assignments and releases.

MD Code, Real Property, § 3-108

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➔§ 3-108. Method of recording plats generally

(a)(1) Except as provided in paragraph (2) of this subsection, the provisions of this section are in addition to any other provisions of the Code, pertaining to recordation of subdivision plats.

(2) The provisions of this section do not apply in Queen Anne's County.

(b) If the owner of land in the State subdivides his land for commercial, industrial, or residential use to be comprised of streets, avenues, lanes, or alleys and lots, and desires, for the purpose of description and identification, to record a plat of the subdivision among the land records of the county where the land lies, the clerk of the court shall accept and record the plat as prescribed in this section. The clerk may not accept the plat for record until the owner of land complies with the requirements prescribed in this section.

(c)(1) In this subsection, "coordinate" means a number which determines the position of any point in a north or south and an east or west direction in relation to any other point in the same coordinate system.

(2) The plat shall be legible, drawn accurately and to scale and shall be submitted for recordation using black ink on transparent mylar, or linen or black-line photo process comparable to original quality that will conform to archival standards. The State Highway Administration may substitute microfilm aperture cards showing property or rights-of-way to be acquired or granted. Microfilm aperture cards must meet archival standards for permanent records.

(3) The plat shall contain the courses and distances of all lines drawn on the plat.

(4) With respect to all curved lines, the plat shall show the length of all radii, arcs, and tangents and the courses and distances of all chords.

(5) The plat shall contain a north arrow which represents and designates either true or magnetic meridian as of a date specified on the plat or shall be referenced to a recognized coordinate system within the county.

(6) All courses shown on the plat shall be calculated from the plat meridian.

(7) No distance on the plat may be marked "more or less" except on lines which begin, terminate, or bind on a marsh, stream, or any body of water.

(8) The plat shall show the position by coordinates of not less than four markers set in convenient places within the subdivision in a manner so that the position of one marker is visible from the position of one other marker. From these markers, commonly called "traverse points", every corner and line can be readily calculated and marked on the ground. These markers shall comply with standards that the State Board for Professional Land Surveyors sets by regulation under § 15-208 of the Business Occupations and Professions Article.

(9) A certificate stating that the requirement of this subsection, as far as it concerns the making of the plat and setting of the markers, shall be put on the plat and signed by the

owner of the land shown on the plat to the best of his knowledge and by the professional land surveyor or property line surveyor preparing it.

(d) Three linen copies of the plat shall be mailed or delivered to the clerk. The fee is \$5 for each set of plats, except that a fee is not required for plats or microfilm aperture cards showing property or rights-of-way to be acquired or granted by the State Highway Administration.

(e) Each plat shall be signed and sealed by a professional land surveyor or property line surveyor licensed in the State.

(f)(1) In Worcester County, if an unrecorded plat exists showing a subdivision, from which any lot has been granted, and the owner of the subdivision, or any part of it, proposes to resubdivide it in a manner different from the unrecorded plat, a copy of the unrecorded plat shall be recorded as required by this section and in addition to any other plat required by this section. If no unrecorded plat exists, the owner shall record an affidavit to this fact.

(2) In Worcester County, if a recorded plat exists showing a subdivision, and the owner of the subdivision, or any part of it, proposes to resubdivide it in a manner different from the recorded plat, another plat shall be recorded. This plat shall indicate clearly the lines, designation of blocks and block numbers, lots and lot numbers, streets, alleys, rights-of-way, and all other easements or pertinent data of the original recorded plat, with the proposed resubdivision plat superimposed on it. The proposed resubdivision plat shall indicate clearly the lines, designation of blocks and block numbers, lots and lot numbers, streets, alleys, rights-of-way, and all other easements and pertinent data. This plat shall be recorded in addition to any other plats required by this section.

(3) In Worcester County, if the owner of two or more contiguous tracts of land proposes to combine the tracts and subdivide them, the owner shall have recorded a plat to be known as a perimeter plat as provided in this section and in addition to any other plat required by this paragraph. The perimeter plat shall show clearly the lines of the original tracts, include a title reference to each tract, and have a plat showing the proposed subdivision of the entire tract superimposed on it. If less than the entire tract is subdivided, at any one time, each subsequent subdivision plat likewise shall be superimposed on a perimeter plat which also shall show clearly all prior subdivisions made pursuant to this subsection.

(4) Notwithstanding the provisions of subsections (b), (c), and (d) of this section and in addition to the requirements of paragraphs (1), (2), and (3) of this subsection, if the subdivided lands are, in whole or in part, within the corporate limits of an incorporated municipality, the plat may not be accepted for record by the Clerk of the Circuit Court of Worcester County until it first has been submitted to and approved by the governing

body of the municipality where the land is located, and the approval of the municipality has been indicated plainly on the plat.

(g) In Cecil County, if an unrecorded plat exists showing a subdivision created prior to June 1, 1945, from which any lot has been granted and to which reference has been made in a deed now of record, the owner of the subdivision or any lot, or any interested party may have recorded a copy of the unrecorded plat in a separate plat book to be maintained by the Clerk of the Circuit Court for Cecil County. Reference to the plat is not by itself a "description of the property sufficient to identify it with reasonable certainty" within the meaning of § 4-101. The person presenting the plat for recording shall pay to the Clerk a fee of \$1 for each plat so offered. No other provision of this section applies to the recording of any plat in Cecil County.

(h)(1) In Garrett County the size of the sheet (plat) shall be 11 by 17 inches, 18 by 24 inches, or 24 by 36 inches, including a one and one-half inch margin for binding along the left edge. When more than one sheet is required, an index sheet of the same size shall be submitted showing the entire subdivision drawn to scale.

(2) This subsection does not apply to single lot plats suitable for recording in the same manner as other land record instruments.

(i)(1) A plat filed in the land records of Wicomico County shall measure 18 by 24 inches or 24 by 36 inches, including a 1 1/2 inch margin along the left edge. If more than one sheet is required, an index sheet of the same size shall be submitted showing the entire subdivision drawn to scale.

(2) This subsection does not apply to single lot plats suitable for recording in the same manner as other land record instruments, or to plats dated prior to July 1, 1977.

(j)(1) Notwithstanding any other provision of this section, in Caroline County, any interested person may record a copy of a plat if:

(i) It is signed and dated prior to January 1, 1970; and

(ii) The general location of the property can be determined by reference to the plat; and

(iii) The person offering the plat for recording appends a verified statement that it is the original plat, to the best of the offerer's knowledge, information and belief.

(2) The recording of plats under this subsection shall not be construed as the creation or establishment of a subdivision or compliance with any other rules or regulations applicable to subdivisions.

(k)(1) A plat filed in the land records of Dorchester County shall measure 18 by 24 inches or 24 by 36 inches, including a 1 1/2 inch margin along the left edge. If more than one sheet is required, an index sheet of the same size shall be submitted showing the entire subdivision drawn to scale.

(2) This subsection does not apply to single lot plats suitable for recording in the same manner as other land record instruments, or to plats dated prior to July 1, 1987.

(l) In Charles County, a deed conveying a parcel of land containing more than 20 acres of unimproved land is not required to be accompanied by a survey plat.

(m) In Calvert County, the Clerk of Court may not accept and record a plat that creates a new lot or that combines two or more subdivision lots to create one or more new lots unless the County Treasurer has certified on the plat that all taxes, assessments, and charges against the existing lots have been paid.

(n) This section does not apply in Allegany, Harford, Montgomery, Prince George's, and Talbot counties, except to the extent any of these counties is expressly mentioned in this section.

MD Code, Real Property, § 3-108.1

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➡ § 3-108.1. Queen Anne's County; recording plats

(a)(1) In this section the following words have the meanings indicated.

(2) "Appendix plat" means a plat of a single lot or parcel of land that:

- (i) Is produced on a single page not larger than 8.5 inches by 14 inches;
- (ii) Is presented for recordation as part of a deed or other instrument; and
- (iii) Does not require subdivision approval.

(3)(i) "Plat" includes any diagram that purports to represent the boundaries of any land.

(ii) "Plat" does not include a plat or microfilm aperture card that:

1. Meets archival standards for permanent records; and
2. Depicts property or rights-of-way to be acquired or granted by the State Highway Administration.

(4) "Subdivision approval" means approval required under subdivision regulations adopted in Queen Anne's County in accordance with Article 66B of the Code.

(b) The provisions of this section apply only in Queen Anne's County.

(c) The Clerk of the Circuit Court for Queen Anne's County may not accept for record any plat that does not comply with the provisions of this section.

(d)(1) The provisions of this subsection do not apply to appendix plats.

(2) A person who is recording a plat shall deliver a set of 3 copies of each page of the plat at the time of recordation.

(3) Each copy of a page of a plat shall conform to all of the provisions of this section.

(4) The fee for recording each set of plats is \$25.

(5) In accordance with the provisions of § 3-304 of this title, the Clerk of the Circuit Court of Queen Anne's County shall maintain and distribute any plat that the Clerk records.

(e)(1) Except for the provisions relating to legibility and scale, the provisions of this subsection do not apply to appendix plats.

(2) Each page of a plat shall:

(i) Be legible;

(ii) Be drawn to a stated scale;

(iii) Be 18 inches by 24 inches in size, including a one and one-half inch unused margin for binding along the left edge of the page; and

(iv) Be prepared in black ink on transparent mylar or by another process comparable to original quality that conforms to the archival standards established by the Maryland Hall of Records.

(3) A plat consisting of more than 1 page shall include an index page that includes and delineates each area shown on all other pages.

(f) A person who is recording a plat shall submit, along with the plat, a written certificate that is signed by:

(1) A person authorized to certify subdivision approval under regulations concerning subdivisions adopted by the county or a municipal corporation under Article 66B of the Code, and which states that:

(i) Subdivision approval has been given; or

(ii) Subdivision approval is not required; or

(2) Each owner of the property, and which states that the plat does not require subdivision approval.

(g) A certificate under subsection (f) of this section shall:

(1) Be in writing; and

(2) Contain the actual signature of the person who makes the certificate.

(h) A person who willfully executes or presents for recordation a plat that contains a certificate required by subsection (f) of this section and that is false is guilty of a misdemeanor and on conviction is subject to a fine not exceeding \$500 or imprisonment not exceeding 6 months or both.

MD Code, Real Property, § 3-109

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➔ **§ 3-109. Plats of State Highway Administration**

MD Code, Real Property, § 3-110

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 1. General Rules and Exceptions

➔§ 3-110. Recordation by mail

(a) The clerk of the court of any county may not refuse to accept for recording any deed or other recordable instrument delivered by mail, or not in person, if the deed or other recordable instrument:

- (1) Meets all the requisites for recording;
- (2) Is accompanied by correct fees and taxes; and
- (3) Is accompanied by a letter from an attorney or party to the instrument requesting or directing its recordation.

(b) This section does not require a clerk to perform any function which he normally would not have to perform if an instrument is delivered in person.

Plats showing property or rights-of-way acquired or conveyed by the State Roads Commission and the State Highway Administration shall be filed with the State Archives and electronically recorded, as provided in § 9-1011 of the State Government Article.

MD Code, Real Property, § 3-201

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Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 2. Priorities Based on Recording

➔§ 3-201. Deed's effective date

The effective date of a deed is the date of delivery, and the date of delivery is presumed to be the date of the last acknowledgment, if any, or the date stated on the deed,

whichever is later. Every deed, when recorded, takes effect from its effective date as against the grantor, his personal representatives, every purchaser with notice of the deed, and every creditor of the grantor with or without notice.

MD Code, Real Property, § 3-202

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 2. Priorities Based on Recording

➡§ 3-202. Unrecorded deed; who has possession

If a grantee under an unrecorded deed is in possession of the land and his possession is inconsistent with the record title, his possession constitutes constructive notice of what an inquiry of the possessor would disclose as to the existence of the unrecorded deed.

MD Code, Real Property, § 3-203

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 2. Priorities Based on Recording

➡§ 3-203. Effect of subsequent deed

Every recorded deed or other instrument takes effect from its effective date as against the grantee of any deed executed and delivered subsequent to the effective date, unless the grantee of the subsequent deed has:

- (1) Accepted delivery of the deed or other instrument:
 - (i) In good faith;
 - (ii) Without constructive notice under § 3-202; and
 - (iii) For a good and valuable consideration; and
- (2) Recorded the deed first.

MD Code, Real Property, § 3-204

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 2. Priorities Based on Recording

➔§ 3-204. Rents or profits; interest created

An interest created by a deed granting, assigning, or otherwise transferring an interest in rents or profits arising from property is perfected upon recordation as provided in this title:

- (1) Regardless of whether, by its terms or otherwise, the grant, assignment, or transfer is operative immediately, or upon the occurrence of a specific event, or under any other circumstances; and
- (2) Without the grantee, assignee, or transferee having to make any affirmative demand or take any further affirmative action.

MD Code, Real Property, § 3-301

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 3. Record Books and Indexes

➔§ 3-301. Maintenance of record books

(a) If the person offering a deed or other instrument affecting property for record first pays the recording fees, the clerk of the circuit court of each county shall record every deed and other instrument affecting property in well-bound books to be named "Land Records", if that is the practice in the county, or on microfilm, if that is the practice. The clerk shall endorse on the deed or other instrument the time he receives the document for recording and the endorsement shall show in the Land Records. Any deed or other instrument affecting property which also affects personal property shall be recorded in the same manner in the Land Records only, and not in the "Financing Records".

(b) If an interested party so requests, the "Financing Records" provided for in § 9-402(9) of the Commercial Law Article shall include a notation that the instrument is recorded among the "Land Records". The instrument also shall be indexed in the general alphabetical index provided in § 3-302 of this subtitle. The notation and indexing have the same effect as if the instrument were recorded in full among the "Financing Records".

(c) The clerk may not refuse to accept any deed or other document entitled to be recorded, solely on the grounds that the deed or document contains a strike-through, interlineation, or other corrections. The clerk may refuse to accept for re-recording, a previously recorded deed or document that has been corrected or altered by a strike-through, interlineation, or similar corrective measures, and that has not been re-executed, initialled, or otherwise ratified in writing by the party or parties affected by the correction.

MD Code, Real Property, § 3-302

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 3. Record Books and Indexes

➡ § 3-302. Maintenance of indexes

(a) The clerk of the circuit court of each county shall make and maintain a full and complete general alphabetical index of every deed, and other instrument in a well-bound book in his office. The index shall be both in the name of each grantor, donor, mortgagor, and assignor, and each grantee, donee, mortgagee, or assignee. It shall include the book and page of the recordation of every instrument designating these names. The clerk shall index every deed or other instrument retaining a vendor's lien both as a deed and as a vendor's lien, in the same manner as mortgages are indexed.

(b) In every clerk's office where land records are not recorded in book form, the clerk shall index every assignment of a mortgage, deed of trust, and release or partial releases of a deed of trust, whether in long or short form, in the general alphabetical index, and shall place an entry in the general alphabetical index where the instrument is indexed, on the same horizontal line, indicating the place of record of the original instrument being assigned or released.

(c) The clerk of the circuit court of each county shall date each change or correction made

to information in the general alphabetical index on the horizontal line on which the change or correction was made.

(d) If a court of equity decrees a payment of cost or makes some other decree for payment of money by a plaintiff, the clerk immediately shall enter the plaintiff's name in a separate index, known as the index of plaintiffs. Until the plaintiff's name is indexed, no lien under the decree arises against the property of the plaintiff and no right of execution accrues on the decree.

(e)(1) The clerk shall include in the index each property identifier provided on an intake sheet under § 3-104(g) of this title or, if the space available in the index will not accommodate all of the identifiers, then as many as the space allows, giving priority to identifiers in the order in which they are listed in § 3-104(g)(3)(i) of this title.

(2) The clerk shall rely on the instrument that is accompanied by the intake sheet for indexing of grantor's and grantee's names.

MD Code, Real Property, § 3-303

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 3. Record Books and Indexes

➡§ 3-303. State Archivist; copies sent

The clerk shall make a microfilm picture or other copy of every document he records and transmit the microfilm pictures or copies to the State Archivist at the end of each year. When requested by the State Archivist, the clerk also shall make a microfilm picture or copy of the general index.

MD Code, Real Property, § 3-304

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 3. Record Books and Indexes

➡§ 3-304. Filing of plats

The clerk shall fasten securely one copy of each plat described under § 3- 108 in a book provided for that purpose or shall record the plat. He promptly shall send one copy of each plat to the supervisor of assessments of the county and one copy, with one half of the filing fee, to the State Archivist, who shall number and file the plat as part of the records of his office and shall notify the clerk of the number given. The Archivist shall mail or deliver, free of cost, to any supervisor of assessments of the State, a copy of the plat on request. Nothing in this section affects any recording fee of the clerk of the court under any local legislation prescribing recording fees for subdivision plats. The clerk and the Archivist shall keep accurate memoranda of the filing fees.

MD Code, Real Property, T. 3, Subt. 4, Refs & Annos

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Real Property

Title 3. Recordation

Subtitle 4. Maryland Revised Uniform Federal Lien Registration Act

Alabama	1989, No. 89-948	1-1-1990 Code 1975, §§ 35-11-42 to 35-11-48.
Alaska	1988, c. 161	1-1-
1989 AS	40.19.010 to 40.19.050.	
Arizona	1990, c. 158	4-30-1990 A.R.S. §§ 33-1031 to 33-1035.
Arkansas	1989, No. 835	[FN*] 3-22-1989 A.C.A. §§ 18-47-201 to 18-47-207.
California	1979, c. 330	1-1-
1980 West's Ann.	Cal.C.C.P. §§ 2100 to	2107.
Colorado	1988, c. 264	7-1-1988 West's C.R.S.A. §§ 38-25-101 to 38-25-107.
Connecticut	1967, P.A. 456	7-1-1967 C.G.S.A. § 49-32a.
Delaware	70 Del. Laws,	7-12-
1996 25 Del.C.	§§ 3101 to 3105.	
	c. 504	
Florida	1992, c. 92-25	1-1-1993 West's F.S.A. § 713.901.
Idaho	1979, c. 226	3-29-1979 I.C. §§ 45-201 to 45-207.
Illinois	1989, P.A.	8-15-
1989 S.H.A. 770	ILCS 110/1 to 110/7.	
	86-254	
Iowa	1989, S.F. 276	4-20-1989 I.C.A. § 331.609.
	[FN*]	

Kansas	1988, c. 379	4-7-1988	K.S.A. 79-2613 to 79-2619.
Louisiana	1987, No. 348	7-6-1987	LSA-R.S. 52:51 to 52:56.
Maine	1989, c. 502	6-30-1989	33 M.R.S.A. §§ 1901 to 1907.
		[FN*]	
Maryland	1980, c. 581	7-1-1980	Code, Real Property, §§ 3-401 to 3-405.
Michigan	1983, No. 102	6-30-1983	M.C.L.A. §§ 211.661 to 211.668.
Minnesota	1979, c. 37	1-1-1980	M.S.A. §§ 272.479, 272.481 to 272.488.
Mississippi	1989, c. 515	1-1-1990	Code 1972, §§ 85-8-1 to 85-8-15.
Montana	1983, c. 396		MCA 71-3-201 to 71-3-207.
Nebraska	1988, LB 933	3-23-1988	R.R.S.1943, §§ 52-1001 to 52-1008.
		[FN*]	
Nevada	1979, c. 381	5-17-1979	N.R.S. 108.825 to 108.837.
		[FN*]	
New Hampshire ...	1988, c. 116:1	4-18-1988	RSA 454-B:1 to 454-B:10.
New Jersey	1997, c. 412	1-19-1998	N.J.S.A. 46:16-15 to 46:16-19.
New Mexico	1988, c. 44	3-4-1988	NMSA 1978, §§ 48-1-1 to 48-1-7.
		[FN*]	
New York	1987, c. 840	8-7-1987	McKinney's Lien Law, §§ 240 to 245.
North Carolina ..	1990, c. 1047	8-1-1990	G.S. §§ 44-68.10 to 44-68.17.
North Dakota	1979, c. 386	7-1-1979	NDCC 35-29-01 to 35-29-06.
Oklahoma	1988, c. 132	11-1-1988	68 Okl.St. Ann. §§ 3401 to 3407.
Oregon	1981, c. 852		ORS 87.806 to 87.831.
Pennsylvania	1989, P.L. 608,	12-7-1989*	74 P.S. §§ 157-1 to 157-8.
	No. 69		
South Dakota	1988, c. 355		SDCL 44-7-1 to 44-7-12.
Texas	1989, c. 945	9-1-1989	V.T.C.A. Property Code, §§ 14.001 to 14.007.
Virginia	1988, cc. 113, 388		Code 1950, §§ 55-142.1 to 55-142.9.
Washington	1988, c. 73	7-1-1988	West's RCWA 60.68.005 to 60.68.902.
West Virginia ...	1989, c. 114		Code, 38-10A-1 to 38-10A-5.
Wisconsin	1979, c. 312	5-18-1980	W.S.A. 779.97.
Wyoming	1988, c. 41	7-1-1988	Wyo.Stat. Ann. §§ 29-6-201 to 29-6-208.

 FN[FN*] Date of approval.

MD Code, Real Property, § 3-401

West's Annotated Code of Maryland [Currentness](#)

Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 4. Maryland Revised Uniform Federal Lien Registration Act (Refs & Annos)

➔§ 3-401. Notice; place of filing

(a) Notices of liens on real property for obligations payable to the United States, and certificates and notices affecting the liens shall be filed in the office of the clerk of the circuit court of the county in which the real property subject to the liens is situated.

(b) Notices of liens on tangible or intangible personal property for obligations payable to the United States and certificates and notices affecting the liens shall be filed as follows:

(1) If the person against whose interest the lien applies is a corporation or a partnership whose principal executive office is in the State, as these entities are defined in the Internal Revenue Code, in the office of the clerk of the circuit court for the county where the principal executive office is located;

(2) In all other cases in the office of the clerk of the circuit court of the county where the person resides at the time of filing of the notice of lien.

MD Code, Real Property, § 3-402

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 4. Maryland Revised Uniform Federal Lien Registration Act (Refs & Annos)

➔§ 3-402. Recording federal liens; required certification

Certification of notice of liens, certificates, or other notices affecting federal liens by the Secretary of the Treasury of the United States, his delegate, or by any official or entity of the United States responsible for filing or certifying of notice of any other lien, entitles them to be filed and no other attestation, certification, or acknowledgement is necessary.

MD Code, Real Property, § 3-403

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 4. Maryland Revised Uniform Federal Lien Registration Act (Refs & Annos)

➔§ 3-403. Federal lien notice

(a) If a notice of federal lien, a refiling of a notice of federal lien, or a notice of revocation of any certificate described in subsection (b) of this section is presented to the filing officer, he shall cause the notice to be marked, indexed, and recorded in an alphabetical federal lien index, showing on one line the name and residence of the person named in the notice, the U.S. government serial number of the notice, the date and hour of filing, and the amount of the lien with the interest, penalties, and costs. He shall file and keep all original notices so filed in numerical order in a file, or files, and designated federal lien notices.

(b) If a certificate of release, nonattachment, discharge, or subordination of any lien is presented to the filing officer for filing he shall enter the same with date of filing in said federal lien index on the line where notice of the lien so affected is entered, and permanently attach the original certificate of release, nonattachment, discharge or subordination to the original notice of lien.

MD Code, Real Property, § 3-404

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 4. Maryland Revised Uniform Federal Lien Registration Act (Refs & Annos)

➔§ 3-404. Notice of lien; filing charges

The fee for filing and indexing each notice of lien or certificate or notice affecting the lien is \$3. The office shall bill the district directors of internal revenue or other

appropriate federal officials on a monthly basis for fees for documents filed by them.

MD Code, Real Property, § 3-405

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 4. Maryland Revised Uniform Federal Lien Registration Act (Refs & Annos)

➔§ 3-405. Construction of preceding sections

Sections 3-401 through 3-405 of this subtitle shall be so interpreted and construed as to effectuate their general purpose to make uniform the law of those states which enact them, and may be cited as the Maryland Revised Uniform Federal Lien Registration Act.

MD Code, Real Property, § 3-4A-01

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 4A. Washington Suburban Sanitary Commission--Lien Dockets

➔§ 3-4A-01. Repealed by Acts 1983, c. 243, eff. July 1, 1983

MD Code, Real Property, § 3-501

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 5. Miscellaneous Recordation and Indexing Rules

➔§ 3-501. Montgomery County; recordation system

(a)(1) The Clerk of the Circuit Court for Montgomery County shall:

(i) Assign to each parcel of real property in the county an individual parcel identifier,

numerical or otherwise; and

(ii) Record by parcel identifier in a parcel index any instrument or reference to an instrument presented for recording after June 30, 1981.

(2) Information recorded by parcel identifier in a parcel index shall be the legal record of interests affecting any parcel.

(b)(1)(i) Except as provided by subparagraph (ii) of this paragraph, all interests created after June 30, 1981 that are enforceable against real property, shall be recorded in the land records by serial number (liber or folio, or other number as the Clerk determines) and by parcel identifier.

(ii) The provisions of this subsection do not apply to:

1. Contracts for conveyance of real property;
2. Leases not required to be recorded under § 3-101(c) or (d) of this title;
3. Liens of judgment created by § 11-402 of the Courts and Judicial Proceedings Article, and other actions in law or equity which constitute a claim against or encumbrance upon the property;
4. Liens arising from nonpayment of real property taxes; and
5. Claims of the United States not subjected by federal law to the recording requirements of this State.

(2) An instrument may not be recorded after June 30, 1981 unless it is legible and contains:

- (i) The parcel identifier;
- (ii) The county tax account number for the parcel, if any, and if it is different from the parcel identifier;
- (iii) The record legal description of the boundaries of the parcel;
- (iv) The street address of the parcel, if any;
- (v) The full name and address of each party to that instrument and the nature of the party's interest; and
- (vi) The name of any title insurer insuring the instrument.

(3) An instrument is not rendered invalid by failure to comply with the requirements

of this section.

MD Code, Real Property, § 3-502

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 5. Miscellaneous Recordation and Indexing Rules

➔§ 3-502. Repealed by Acts 1994, c. 316, § 1, eff. Oct. 1, 1994

MD Code, Real Property, § 3-601

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 6. Recording and Other Costs

➔§ 3-601. Fees for recording

(a)(1) In this subsection, "page" means one side of a leaf not larger than 8 1/2 inches wide by 14 inches long, or any portion of it.

(2) Before recording an instrument among the land or financing records, a clerk shall collect:

(i) \$10 for a release 9 pages or less in length;

(ii) \$20 for any other instrument 9 pages or less in length;

(iii) Except as provided in item (i) of this paragraph, \$20 for an instrument, regardless of length, involving solely a principal residence; and

(iv) \$75 for any other instrument 10 pages or more in length.

(3) The recording costs under this subsection shall also apply to instruments required to be recorded in the financing statement records of the State Department of Assessments and Taxation.

(b)(1) A person who submits a written refund claim for recording fees, including any

recording surcharge, that have been overpaid to the clerk of a circuit court, is eligible for a refund of the amount overpaid from the clerk that collected the fees.

(2) A claim for a refund under paragraph (1) of this subsection shall be as required by regulations adopted by the State Court Administrator.

MD Code, Real Property, § 3-602

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 6. Recording and Other Costs

➡§ 3-602. Fees for copies

The fee for certification of a copy of any original paper recorded among the land records is \$5. A reasonable fee may be charged by the clerk for reproducing a copy of the paper.

MD Code, Real Property, § 3-603

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 6. Recording and Other Costs

➡§ 3-603. Fee exemptions; commissions, counties, municipalities

The clerk may not charge any county, any municipality, the Maryland-National Capital Park and Planning Commission, or the Washington Suburban Sanitary Commission any fee provided by this subtitle unless the county, municipality, or respective commission first gives its consent. No charge may be made against the Comptroller for any service performed in connection with the recording and indexing of property liens arising under the Maryland income tax or the Maryland sales and use tax laws.

MD Code, Real Property, § 3-601

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 6. Recording and Other Costs

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(2) Before recording an instrument among the land or financing records, a clerk shall collect:

(i) \$10 for a release 9 pages or less in length;

(ii) \$20 for any other instrument 9 pages or less in length;

(iii) Except as provided in item (i) of this paragraph, \$20 for an instrument, regardless of length, involving solely a principal residence; and

(iv) \$75 for any other instrument 10 pages or more in length.

(3) The recording costs under this subsection shall also apply to instruments required to be recorded in the financing statement records of the State Department of Assessments and Taxation.

(b)(1) A person who submits a written refund claim for recording fees, including any recording surcharge, that have been overpaid to the clerk of a circuit court, is eligible for a refund of the amount overpaid from the clerk that collected the fees.

(2) A claim for a refund under paragraph (1) of this subsection shall be as required by regulations adopted by the State Court Administrator.
MD Code, Real Property, § 3-602

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 3. Recordation (Refs & Annos)

Subtitle 6. Recording and Other Costs

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MD Code, Real Property, § 3-603

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Real Property

Title 3. Recordation (Refs & Annos)

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MD Code, Real Property, § 4-101

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔§ 4-101. Sufficiency of deeds

(a)(1) Any deed containing the names of the grantor and grantee, a description of the property sufficient to identify it with reasonable certainty, and the interest or estate intended to be granted, is sufficient, if executed, acknowledged, and, where required, recorded.

(2) Any lease is sufficient even though it is not acknowledged if it otherwise complies with paragraph (1) of this subsection.

(b) If a deed is signed by the grantor in accordance with the requirements of Title 5 of this article, the absence of a seal or attestation does not affect the validity of the deed. A

corporate seal is not required for the execution of any deed or other instrument, notwithstanding any provision to the contrary in the corporation's charter, bylaws, or other documents.

MD Code, Real Property, § 4-102

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔§ 4-102. Effect of deed poll

If a deed contains a covenant by the grantee or a reservation of an incorporeal interest in the property granted by the deed and is signed only by the grantor (deed poll), the acceptance of delivery of the deed by the grantee binds the grantee to the provisions in the deed as effectively as if he had signed the deed as a grantee.

MD Code, Real Property, § 4-103

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔§ 4-103. Validity of deed presumed

(a) If a deed is executed, acknowledged, and, if required, recorded, the validity of the deed in respect to its execution and delivery by the grantor to the grantee is presumed.

(b) Subsection (a) of this section applies to a lease even though it is not acknowledged.
MD Code, Real Property, § 4-104

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔§ 4-104. Livery of seisin not required

Neither livery of seisin nor indenting is necessary to the validity of any deed.
MD Code, Real Property, § 4-105

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔§ 4-105. Words of inheritance not required

No words of inheritance are necessary to create an estate in fee simple or an easement by grant or by reservation. Unless a contrary intention appears by express terms or is necessarily implied, every grant of land passes a fee simple estate, and every grant or reservation of an easement passes or reserves an easement in perpetuity.
MD Code, Real Property, § 4-106

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔§ 4-106. Mandatory affidavits; consideration and disbursement

(a) No mortgage or deed of trust is valid except as between the parties to it, unless there is contained in, endorsed on, or attached to it an oath or affirmation of the mortgagee or the party secured by a deed of trust that the consideration recited in the mortgage or deed of trust is true and bona fide as set forth.

(b)(1) No purchase-money mortgage or deed of trust involving land, any part of which is located in the State, is valid either as between the parties or as to any third party unless the mortgage or deed of trust contains or has endorsed on, or attached to it at a time prior

to recordation, the oath or affirmation of the party secured by the mortgage or deed of trust stating that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party secured by the mortgage or deed of trust to either the borrower or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery of the mortgage or deed of trust by the borrower. However, this subsection does not apply where a mortgage or deed of trust is given to a vendor in a transaction in order to secure payment to him of all or part of the purchase price of the property. The affidavit required by this subsection is required for only that part of the loan that is purchase money and, if the requirements of this subsection are not satisfied, the mortgage or deed of trust is invalid only to the extent of the part of the loan that is purchase money.

(2) The lender may deliver net proceeds, deducting charges, interests, expenses, or advance escrow and charges due from the borrower, if the following conditions are met:

(i) The charges, interests, expenses, and other deductions listed above have been agreed upon in advance, in writing; and

(ii) The lender provides a schedule of the deductions along with the net proceeds delivered.

(c) Any affidavit required by this section may be made by one of the several mortgagees or parties secured by the deed of trust and has the same effect as if made by all. The affidavit may be made by any trustee named in the deed of trust, by an agent of the trustee, or by an agent of a mortgagee or of a party secured by the deed of trust.

(d) If the affidavit is made by an agent, he shall make affidavit to be contained in, endorsed on, or attached to the mortgage or deed of trust, that he is the agent of the mortgagee or party secured by the deed of trust, or any one of them, or of the trustee. This affidavit is sufficient proof of agency. The president, other officer of a corporation, or the personal representative of the mortgagee or party secured by the deed of trust also may make the affidavits.

(e) This section does not apply to any mortgage or deed of trust where the loan secured is one in which it is lawful to charge any rate of interest under § 12-103(e) of the Commercial Law Article.

MD Code, Real Property, § 4-107

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

→§ 4-107. Execution of power of attorney

(a) Every power of attorney executed by any person authorizing an agent or attorney to sell and grant any property shall be executed in the same manner as a deed and recorded:

- (1) Before the day on which the deed executed pursuant to the power of attorney is recorded;
- (2) On the same day as the deed executed pursuant to the power of attorney; or
- (3) Subject to subsection (b) of this section, after the day on which the deed executed pursuant to the power of attorney is recorded.

(b) A power of attorney may be recorded after the day on which the deed executed pursuant to the power of attorney is recorded, if:

- (1) The power of attorney is both dated and acknowledged on or before the effective date of the deed executed pursuant to the power of attorney;
- (2) The power of attorney has not been revoked with respect to the period of time up to and including the date of recording of the deed in accordance with the provisions of subsection (c) of this section; and
- (3) The deed, or a recorded instrument of writing supplementing the deed contains an affidavit or certification by the agent or attorney in fact named in the power of attorney, stating substantially, that the agent or attorney in fact did not have, at the time of the execution of the deed pursuant to the power of attorney, actual knowledge of the revocation of the power of attorney, by death of the principal or, if applicable, by the subsequent disability or incompetence of the principal.

(c) Any person executing a deed as agent or attorney for another shall describe himself in and sign the deed as agent or attorney. A power of attorney is deemed to be revoked when the instrument containing the revocation is recorded in the office where the deed should be recorded.

MD Code, Real Property, § 4-108

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔§ 4-108. Elimination of straw deeds

(a) Any interest in property may be granted by one or more persons, as grantors, to themselves alone, or to himself or themselves and any other person, as grantees, in life tenancy, with or without powers, joint tenancy, tenancy in common, or tenancy by the entirety without the use of a straw man as an intermediate grantee-grantor. These grants, regardless of when made, are ratified, confirmed, and declared valid as having created the type of concurrent ownership that the grant purports to grant.

(b) Any interest in property held by a husband and wife in tenancy by the entirety may be granted, (1) by both acting jointly, to themselves, to either of them, individually, or to themselves and any other person, in joint tenancy or tenancy in common; (2) by both acting jointly, to either husband or wife and any other person in joint tenancy or tenancy in common; and (3) by either acting individually to the other in tenancy in severalty, without the use of a straw man as an intermediate grantee-grantor. These grants, regardless of when made, are ratified, confirmed, and declared valid as having created the type of ownership that the grant purports to grant.

MD Code, Real Property, § 4-109

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔§ 4-109. Grants which are defective

(a) If an instrument was recorded before January 1, 1973, any failure of the instrument to comply with the formal requisites listed in this section has no effect, unless the defect was challenged in a judicial proceeding commenced by July 1, 1973.

(b) If an instrument is recorded on or after January 1, 1973, whether or not the instrument is executed on or after that date, any failure to comply with the formal requisites listed in this section has no effect unless it is challenged in a judicial proceeding commenced within six months after it is recorded.

(c) For the purposes of this section, the failures in the formal requisites of an instrument are:

- (1) A defective acknowledgment;
- (2) A failure to attach any clerk's certificate;
- (3) An omission of a notary seal or other seal;
- (4) A lack of or improper acknowledgment or affidavit of consideration, agency, or disbursement; or
- (5) An omission of an attestation.

MD Code, Real Property, § 4-110

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔ § 4-110. Unapproved subdivision; validating deeds

Notwithstanding the provisions of § 5.06 of Article 66B, Annotated Code of Maryland, or of any similar public local law or ordinance, every deed executed or recorded before June 1, 1974, conveying land in a subdivision a plat of which had not been approved by a planning commission is fully valid and effective according to its terms if the deed would have been valid and effective but for the provisions of § 5.06, as enacted by § 1 of Chapter 672, Acts of 1970, or a similar public local law or ordinance.

MD Code, Real Property, § 4-111

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 1. General Rules

➔ § 4-111. Subordination of interests

(a)(1) In this section the following words have the meanings indicated.

(2) "Lender" means a person holding an interest in or lien on property pursuant to a mortgage or deed of trust.

(3) "Subordination agreement" means an agreement establishing priorities:

(i) Between or among lenders; or

(ii) Between or among a lender and any other person or persons holding an interest in property.

(b) A lender may subordinate its interest under a mortgage or deed of trust to the interest of another lender or to the property interest of a person, through execution of a subordination agreement on behalf of the subordinating lender by:

(1) As to a lender secured by a mortgage, the mortgagee or assignee; or

(2) As to a lender secured by a deed of trust, the trustee or successor trustee or the holder of the note or other obligation secured by the deed of trust.

(c) This section applies to all subordination agreements existing on or after October 1, 1997.

MD Code, Real Property, § 4-201

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 2. Forms

➡ § 4-201. Sufficiency of forms

Every form contained in this subtitle, or a form to like effect, is sufficient for the purpose intended. Any covenant, limitation, restriction, or provision may be added, annexed to, or introduced with any form.

MD Code, Real Property, § 4-202

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 2. Forms

➡§ 4-202. Form used for grants

(a) This deed, made this day of, in the year, by me, (here insert the name of the grantor) witnesseth, that in consideration of, (here insert consideration) I, the said, do grant unto (here insert the name of the grantee), all that (here describe the property).

Witness my hand.

(b) This deed, made this day of, in the year, by me,, witnesseth, that in consideration of I, the said, do grant unto, to hold during his life and no longer.

Witness my hand.

(c) This deed, made this day of, in the year, by me,, witnesseth, that whereas (here insert the consideration for making the deed), I, said, do grant unto, as trustee, the following property, (here describe the property), in trust for the following purposes (here insert the purposes of the trust, and any covenant that may be agreed upon).

Witness my hand.

(d) This deed, made this day of, in the year, by me,, Sheriff of County, Maryland, witnesseth, that by virtue of an execution issued out of (here insert the style of court), and dated day of, in the year, in the case of v., I, the said, as Sheriff of said county, have sold to, the following property, (here describe property). Now, therefore, I, the said, do grant unto the said, all the right and title of, in and to said hereinbefore described property.

Witness my hand.

(e) This deed, made this day of, in the year, by me,, trustee, witnesseth, whereas, by a decree of (here insert style of court), passed on (here insert day of decree), in the case v., I, the said, was appointed trustee to sell the land decreed to be sold, and have sold the same to, who has fully paid the purchase money therefor. Now, therefore, in consideration of the premises, I, the said, do grant unto all the right and title of all the parties to the aforesaid cause, in and to (describe property).

Witness my hand.

(f) This deed, made this day of, in the year, witnesseth, that we, (here insert names of commissioners), commissioners appointed by the Circuit Court for County, to divide the lands of A B, late of County, deceased, in consideration of the sum of, have sold, and do hereby grant to C D, all that parcel of land, (here describe the land as described in return of the commissioners).

Witness my hand.

(g) This deed, made this day of, in the year, witnesseth, that I, personal representative of the Last Will of, late of County, deceased, in consideration of the sum of, have bargained and sold to, all that parcel of land (here describe the land).

Witness my hand.

(h) This mortgage, made this day of by me,, witnesseth, that in consideration of the sum of dollars, now due from me, the said, to, I, the said, do grant unto the said, (here describe the property); provided, that if I, the said, shall pay, on or before the day of, to the said, the sum of dollars, with the interest thereon from, then this mortgage shall be void.

Witness my hand.

(i) This lease, made this day of, in the year, between and, witnesseth, that the said do lease unto the said, his personal representatives

or assigns (here describe property), for the term of years, beginning on the day of, in the year, and ending on the day of, in the year, the said, paying therefor the sum of dollars, on the day of, in each and every year.

Witness my hand.

MD Code, Real Property, § 4-203

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 2. Forms

➔§ 4-203. Assignments and releases; form used

(a) "I hereby assign the within mortgage to the assignee,"

Witness my hand this day of"

(b) "I hereby release the above (or within) mortgage (or deed of trust).

Witness my hand this day of"

(c) "I hereby certify, under penalties of perjury, that the within (or attached) note(s) are the only original note(s) secured by a deed of trust recorded among the Land Records of in Liber Folio, and that I received the said note(s) from (here enter name of holder) after satisfaction of the debt secured thereby.

..... (Affiant) "

(d) "Certificate of Satisfaction

Know All Men By These Presents:

That does hereby acknowledge that the indebtedness secured by a certain deed of trust/mortgage made by and dated and recorded

among the Land Records of County/City, Maryland in Liber No., Folio has been fully paid and discharged, that was, at the time of satisfaction, the holder of the deed of trust note/mortgage, and that the lien of the deed of trust/mortgage is hereby released.

Witness the hands and seals of the holders of the said deed of trust note/mortgage this day of, 20.....

In witness whereof, the holder of said deed of trust note/mortgage has caused this instrument to be executed on its behalf by its agent this day of, 20....

Attest:

..... (Seal)
)
..... (Seal)
)

State of, County of, To Wit:

I hereby certify, that on this day of, 20....., before me, the subscriber, personally appeared (who acknowledged ...self to be the agent of) the holder of the deed of trust note/mortgage referred to above and that executed the foregoing certificate of satisfaction for the purposes therein contained (by signing the name of as its agent) and that the facts set forth therein are true.

Witness my hand and notarial seal.

.....
Notary Public

My Commission expires:"

(e) "Certificate of Partial Satisfaction or Partial Release

Know All Men By These Presents:

That does hereby acknowledge that a certain deed of trust/mortgage made by and dated and recorded among the Land Records of County/City, Maryland in Liber No. Folio has been partially satisfied or partially released by the holder of the deed of trust/mortgage, and that the lien of the deed of trust/mortgage is hereby released as to the following described property.

Description of property released:
.....
.....
.....

Reserving, however, the lien of the deed of trust/mortgage on all property described in the deed of trust/mortgage which has not been herein nor heretofore released.

Witness the hands and seals of the holders of the said deed of trust/mortgage or agent or trustee of the holder this day of 20.....

Attest:

..... (Seal)
)
..... (Seal)
)

State of County of, to wit:

I hereby certify, that on this day of, 20..., before me, the subscriber personally appeared (who acknowledged self to be the agent of) the holder of the deed of trust/mortgage referred to above and that executed the foregoing certificate of partial satisfaction or partial release for the purposes therein contained (by signing the name of as its agent) and that the facts set forth therein are true.

Witness my hand and notarial seal

.....
Notary Public

My Commission expires:"

MD Code, Real Property, § 4-204

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 4. Requisites of Valid Instruments

Subtitle 2. Forms

➡§ 4-204. Form used for acknowledgments

(a) State of Maryland, County, to wit: I hereby certify, that on this, in the year, before the subscriber, (here insert style of the officer taking the acknowledgment), personally appeared (here insert the name of the person making the acknowledgment), and acknowledged the foregoing deed to be his act.

(b) State of County, to wit: I hereby certify, that on this day of, in the year, before the subscriber, (here insert the official style of the person taking the acknowledgment), personally appeared (here insert the name of the husband), and (here insert name of the married woman making the acknowledgment), his wife, and did each acknowledge the foregoing deed to be their respective act.

(c) State of County, to wit: I hereby certify, that on this day of, in the year, before the subscriber, (here insert the official style of the officer taking the acknowledgment), personally appeared (here insert the name of the person making the acknowledgment), and acknowledged the foregoing deed to be his act.

Seal of the court

In testimony whereof I have caused the seal of the court to be affixed, (or have affixed my official seal), this day of, A.D.

MD Code, Real Property, T. 5, Refs & Annos

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 5. Statute of Frauds

MD Code, Real Property, T. 5, Refs & Annos, MD REAL PROP T. 5, Refs & Annos
Current through end of 2006 Regular Session and 2006 First Special Session.
MD Code, Real Property, § 5-101

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 5. Statute of Frauds (Refs & Annos)

➔ **§ 5-101. Parol estates; estates at will**

Every corporeal estate, leasehold or freehold, or incorporeal interest in land created by parol and not in writing and signed by the party creating it, or his agent lawfully authorized by writing, has the force and effect of an estate or interest at will only, and has no other or greater force or effect, either in law or equity.

MD Code, Real Property, § 5-102

West's Annotated Code of Maryland [Currentness](#)

Real Property

Title 5. Statute of Frauds (Refs & Annos)

➡§ 5-102. Exception to preceding rule

Section 5-101 of this title is not applicable to a leasehold estate not exceeding a term of one year.

MD Code, Real Property, § 5-103

West's Annotated Code of Maryland [Currentness](#)

Real Property

Title 5. Statute of Frauds (Refs & Annos)

➡§ 5-103. Transfer of interest; writing required

No corporeal estate, leasehold or freehold, or incorporeal interest in land may be assigned, granted, or surrendered, unless it is in writing signed by the party assigning, granting, or surrendering it, or his agent lawfully authorized by writing, or by act and operation of law.

MD Code, Real Property, § 5-104

West's Annotated Code of Maryland [Currentness](#)

Real Property

Title 5. Statute of Frauds (Refs & Annos)

➡§ 5-104. Actions on executory contracts

No action may be brought on any contract for the sale or disposition of land or of any interest in or concerning land unless the contract on which the action is brought, or some memorandum or note of it, is in writing and signed by the party to be charged or some other person lawfully authorized by him.

MD Code, Real Property, § 5-105

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 5. Statute of Frauds (Refs & Annos)

➔§ 5-105. Declarations of trust; writing required

Except as provided in § 5-107 of this title, every declaration of trust, or amendment to it, respecting land shall be manifested and proved by a writing signed by the party who by law is enabled to declare the trust, or by his last will in writing, or else it is void.

MD Code, Real Property, § 5-106

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 5. Statute of Frauds (Refs & Annos)

➔§ 5-106. Assignment of beneficial interest; requirements

Every assignment of any beneficial interest in a trust, the assets of which wholly or partially consist of land, is void unless the assignment is:

- (1) In writing signed by the assignor or his agent lawfully authorized by writing; or
- (2) By his last will in writing.

MD Code, Real Property, § 5-107

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 5. Statute of Frauds (Refs & Annos)

➔§ 5-107. Title inapplicable to trusts

This title is not applicable where any grant is made of any interest in land by which a trust arises or results by implication or construction of law, or where a trust is transferred or extinguished by operation of law.

MD Code, Real Property, § 5-108

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 5. Statute of Frauds (Refs & Annos)

➡§ 5-108. Additional requirements not repealed

Nothing in this title may be construed as negating any additional requirement of this article for the effective granting of estates or interests in land.

MD Code, Real Property, § 6-101

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 6. Rights of Entry and Possibilities of Reverter

➡§ 6-101. Thirty-year limitation

(a) This section is effective on July 1, 1969, with respect to (1) inter vivos instruments taking effect on or after that date, (2) wills of persons who die on or after that date, and (3) appointments by inter vivos instruments or wills made on or after that date under powers created before that date.

(b) If the specified contingency of a special limitation creating a possibility of reverter or of a condition subsequent creating a right of entry for condition broken does not occur within 30 years of the effective date of the instrument creating the possibility or condition, the possibility or condition no longer is valid thereafter.

MD Code, Real Property, § 6-102

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 6. Rights of Entry and Possibilities of Reverter

➡§ 6-102. Other limitation

(a) The provisions of this section apply to all possibilities of reverter and rights of entry on estates of fee simple, existing before July 1, 1969.

(b) A special limitation or a condition subsequent, which restricts a fee-simple estate, and the possibility of reverter or right of entry for condition broken thereby created is not valid, unless within the time specified in subsection (e) of this section, a notice of intention to preserve the possibility of reverter or right of entry is recorded. The extinguishment occurs at the end of the period in which the notice or renewal notice may be recorded and an estate in fee simple determinable or fee simple subject to a condition subsequent then becomes a fee simple absolute. No disability or lack of knowledge of any kind prevents the extinguishment of the interest if no notice of intention to preserve is filed within the time specified in subsection (e).

(c) Any person having a possibility of reverter or right of entry may record among the land records of the county where the land is located a notice of intention to preserve the entire possibility of reverter or right of entry, if duly acknowledged by the person. The notice may be recorded by the person claiming to be the owner of the interest, or by any other person acting on his behalf if the claimant is under a disability, or otherwise unable to assert a claim on his own behalf.

(d)(1) To be effective and to be entitled to be recorded, the notice shall contain an accurate and full description of all land affected by the notice. The description shall be set forth in particular terms and not by general inclusions. However, if the claim is founded on a recorded instrument, then the description in the notice may be the same as that contained in the recorded instrument. The notice also shall contain the name of any record owner of the land at the time the notice is filed and the terms of the special limitation or condition subsequent from which the possibility of reverter or right of entry arises.

(2) Every notice which is duly acknowledged shall be accepted for recording among the land records on payment of the same fees as are charged for the recording of deeds.

(3) The notice shall be indexed as "Notice of Reverter or Right of Entry":

(i) In the grantee indices of deeds under the name of every person on whose behalf the notice is executed and recorded;

(ii) In the grantor indices of deeds under the name of every record owner of the possessory estates in the land to be affected against whom the claim is to be preserved at the time of the filing; and

(iii) In any block or property location index in any county which maintains such an index.

(e)(1) If a possibility of reverter or right of entry was created before July 1, 1899 and initial notice was not recorded before July 1, 1972, the possibility of reverter or right of entry created no longer is valid. If initial notice was recorded before July 1, 1972, then a renewal notice and further renewal notices may be recorded.

(2) If the date when the possibility of reverter or right of entry was created was between July 1, 1899 and June 30, 1969, inclusive, the initial notice shall be recorded not less than 70 years nor more than 73 years after the date of its creation. If it is not so recorded it is no longer valid.

(3) A renewal notice shall be recorded after the expiration of 27 years and before the expiration of 30 years from the date of recording of the initial notice, and shall be effective for a period of 30 years from the recording of the renewal notice. In like manner, further renewal notices shall be recorded after the expiration of 27 years and before the expiration of 30 years from the date of recording of the last preceding renewal notice. If it is not so recorded it is no longer valid.

MD Code, Real Property, § 6-103

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 6. Rights of Entry and Possibilities of Reverter

➡§ 6-103. Termination of estate; limitations

No person may commence an action for the recovery of land, nor make an entry on it, by reason of a breach of a condition subsequent, or by reason of the termination of an estate of fee-simple determinable, unless the action is commenced or entry is made within seven years after breach of the condition or from the time when the fee-simple determinable estate terminates. If a breach of a condition subsequent or termination of a fee-simple determinable estate occurred prior to July 1, 1969, an action may be commenced for the recovery of the land, or an entry may be made on it, by the owner of a right of entry or possibility of reverter by July 1, 1976. Possession of land after breach of a condition subsequent or after termination of an estate of fee-simple determinable is adverse and hostile from the first breach of a condition subsequent or from the occurrence of the event terminating the fee-simple determinable estate.

MD Code, Real Property, § 6-104

West's Annotated Code of Maryland [Currentness](#)

Real Property

Title 6. Rights of Entry and Possibilities of Reverter

➔§ 6-104. Right to transfer

A possibility of reverter or right of entry for condition broken may be transferred in the same manner as any other interest in property.

MD Code, Real Property, § 6-105

West's Annotated Code of Maryland [Currentness](#)

Real Property

Title 6. Rights of Entry and Possibilities of Reverter

➔§ 6-105. Exception for governmental entities

The provisions of this title do not apply to grants made at any time by the State or its political subdivisions as long as the possibility of reverter or right of entry owned by the State or its political subdivisions is not transferred.

MD Code, Real Property, § 7-101

West's Annotated Code of Maryland [Currentness](#)

Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➔§ 7-101. Deed absolute regarded as mortgage

(a) Every deed which by any other writing appears to have been intended only as security for payment of an indebtedness or performance of an obligation, though expressed as an absolute grant is considered a mortgage. The person for whose benefit the deed is made may not have any benefit or advantage from the recording of the deed, unless every other writing operating as a defeasance of it, or explanatory of its being intended to have the effect only of a mortgage, also is recorded in the same records at the same time.

(b) Subsection (a) of this section is not applicable to the grant of a security interest in a mortgage by a mortgagee, or one of several mortgagees, or any assignee of his interest in a mortgage as security for payment of an indebtedness or performance of an obligation. Such a transaction is governed by Title 9 of the Maryland Uniform Commercial Code. [FN1]

(c) Notwithstanding any provision of Title 9 of the Maryland Uniform Commercial Code to the contrary, if a security interest in a mortgage was attached and perfected before July 1, 2001, in accordance with subsection (b) of this section as in effect before July 1, 2001, then the security interest shall continue to be perfected after July 1, 2001, without the need for any additional filing in the land records in the county where the mortgage is recorded, and without the need for any additional filing otherwise required under Title 9 of the Maryland Uniform Commercial Code.

MD Code, Real Property, § 7-102

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➔ § 7-102. Statement of secured amount required

(a)(1) No mortgage or deed of trust may be a lien or charge on any property for any principal sum of money in excess of the aggregate principal sum appearing on the face of the mortgage or deed of trust and expressed to be secured by it, without regard to whether or when advanced or readvanced.

(2) Paragraph (1) of this subsection does not apply to a mortgage or deed of trust to:

- (i) Guarantee the party secured against loss from being an obligee of a third party;
- (ii) Indemnify the party secured against loss from being an endorser, guarantor, or surety; or
- (iii) Secure a guarantee or indemnity agreement.

(b) If after the date of the mortgage or deed of trust, any sum of money is advanced or readvanced, any endorsement or guaranty is made, or the liability under an indemnity

agreement arises, priority for such sum of money or for any indemnity arising under the endorsement, or guaranty, or indemnity agreement dates from the date of the mortgage or deed of trust as against the rights of intervening purchasers, mortgagees, trustees under deeds of trust, or lien creditors, regardless of whether the advance, readvance, endorsement, or guaranty was obligatory or voluntary under the terms of the mortgage or deed of trust.

MD Code, Real Property, § 7-103

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➔ § 7-103. Notes; presumption of title

(a) The title to any promissory note, other instrument, or debt secured by a mortgage, both before and after the maturity of the note, other instrument, or debt, conclusively is presumed to be vested in the person holding the record title to the mortgage. If the mortgage is duly released of record, the promissory note, other instrument, or debt secured by the mortgage, both before and after the maturity of the promissory note, other instrument, or debt, conclusively is presumed to be paid as far as any lien on the property granted by the mortgage is concerned.

(b) After an assignment of a mortgage is recorded, any payment made by the original mortgagor to the assignor is effective to reduce or discharge the note or debt, unless the mortgagor has received actual notice of the assignment prior to the payment. This provision also applies to a payment by a transferee of the mortgagor's interest in the mortgaged property except where the assignment of the mortgage is of record at the effective date of the transfer of the mortgagor's interest in the mortgaged property.

MD Code, Real Property, § 7-104

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➔ § 7-104. Deed of trust; priority

If property is sold and granted, and as part of the same transaction the purchaser gives a mortgage or deed of trust to secure total or partial payment of the purchase money, the mortgage or deed of trust shall be preferred to any previous judgment or decree for the payment of money which is obtained against the purchaser if it recites that the sum received is all or part of the purchase money of the property or otherwise recites that it is a purchase money mortgage or deed of trust. This section is applicable regardless of whether the mortgage or deed of trust is given to the vendor of the property or to a third party who advances all or part of the purchase money.

MD Code, Real Property, § 7-105

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➔§ 7-105. Sale upon default

(a) A provision may be inserted in a mortgage or deed of trust authorizing any natural person named in the instrument, including the secured party, to sell the property or declaring the borrower's assent to the passing of a decree for the sale of the property, on default in a condition on which the mortgage or deed of trust provides that a sale may be made. A sale made pursuant to this section or to the Maryland Rules, after final ratification by the court and grant of the property to the purchaser on payment of the purchase money, has the same effect as if the sale and grant were made under decree between the proper parties in relation to the mortgage or deed of trust and in the usual course of the court, and operates to pass all the title which the borrower had in the property at the time of the recording of the mortgage or deed of trust.

(a-1)(1) In this subsection, "record owner" means the person holding record title to residential real property as of the date on which an action to foreclose the mortgage or deed of trust is filed.

(2) In addition to any notice required to be given by provisions of the Annotated Code of Maryland or the Maryland Rules, the person authorized to make a sale in an action to foreclose a mortgage or deed of trust shall give written notice of the action to the record owner of the property to be sold.

(3)(i) The written notice shall be sent no later than 2 days after the action to foreclose

is docketed:

1. By certified mail, postage prepaid, return receipt requested, bearing a postmark from the United States Postal Service, to the record owner; and

2. By first-class mail.

(ii) The notice shall state that an action to foreclose the mortgage or deed of trust may be or has been docketed and that a foreclosure sale of the property will be held.

(iii) The notice shall contain the following statement printed in at least 14 point boldface type:

"NOTICE REQUIRED BY MARYLAND LAW

Mortgage foreclosure is a complex process. Some people may approach you about "saving" your home. You should be careful about any such promises.

The State encourages you to become informed about your options in foreclosure before entering into any agreements with anyone in connection with the foreclosure of your home. There are government agencies and nonprofit organizations that you may contact for helpful information about the foreclosure process. For the name and telephone number of an organization near you, please call the Consumer Protection Division of the Office of the Attorney General of Maryland at 1-888-743-0023. The State does not guarantee the advice of these organizations.

Do not delay dealing with the foreclosure because your options may become more limited as time passes."

(b)(1)(i) In this subsection, "record owner" means the person holding record title to property as of the later of:

1. 30 days before the day on which a foreclosure sale of the property is actually held; and

2. The date on which an action to foreclose the mortgage or deed of trust is filed.

(ii) In addition to any notice required to be given by provisions of the Annotated Code of Maryland or the Maryland Rules, the person authorized to make a sale in an action to foreclose a mortgage or deed of trust shall give written notice of the proposed sale to the record owner of the property to be sold.

(2)(i) The written notice shall be sent:

1. By certified mail, postage prepaid, return receipt requested, bearing a postmark from the United States Postal Service, to the record owner; and
2. By first-class mail.

(ii) The notice shall state the time, place, and terms of the sale and shall be sent not earlier than 30 days and not later than 10 days before the date of sale.

(iii) The person giving the notice shall file in the proceedings:

1. A return receipt; or
2. An affidavit that:
 - A. The provisions of this paragraph have been complied with; or
 - B. The address of the record owner is not reasonably ascertainable.

(iv) The person authorized to make a sale in an action to foreclose a mortgage or deed of trust is not required to give notice to a record owner whose address is not reasonably ascertainable.

(3) In the event of postponement of sale, which may be done in the discretion of the trustee, no new or additional notice need be given pursuant to this section.

(4) The right of a record owner to file an action for the failure of the person authorized to make a sale in an action to foreclose a mortgage or deed of trust to comply with the provisions of this subsection shall expire 3 years after the date of the order ratifying the foreclosure sale.

(c)(1) In this subsection, "holder of a subordinate interest" includes any condominium council of unit owners or homeowners association that has filed a request for notice of sale under paragraph (3) of this subsection.

(2) The person authorized to make a sale in an action to foreclose a mortgage or deed of trust shall give written notice of any proposed foreclosure sale to the holder of any subordinate mortgage, deed of trust, or other subordinate interest, including a judgment, in accordance with subsection (b) of this section and the requirements of Maryland Rule 14-206.

(3)(i) The land records office of each county shall maintain a current listing of recorded requests for notice of sale by holders of subordinate mortgages, deeds of trust, or other subordinate interests. The holder of a subordinate mortgage, deed of trust, or other subordinate interest may file a request for notice under this paragraph.

(ii) Each request for notice of sale shall:

1. Be recorded in a separate docket or book which shall be indexed under the name of the holder of the superior mortgage or deed of trust and under the book and page numbers where the superior mortgage or deed of trust is recorded;
2. Identify the property in which the subordinate interest is held;
3. State the name and address of the holder of the subordinate interest; and
4. Identify the superior mortgage or deed of trust by stating:
 - A. The names of the original parties to the superior mortgage or deed of trust;
 - B. The date the superior mortgage or deed of trust was recorded; and
 - C. The office, docket or book, and page where the superior mortgage or deed of trust is recorded.

(iii) 1. Except as provided in sub-subparagraph 2 of this subparagraph, failure of a holder of a subordinate mortgage, deed of trust, or other subordinate interest to record a request for notice under this paragraph does not affect the duty of a holder of a superior interest to provide notice as required under this subsection.

2. A holder of a superior interest does not have a duty to provide notice to a condominium council of unit owners or homeowners association that has not filed a request for notice under this paragraph.

(4) The person giving notice under this subsection shall file in the action:

(i) The return receipt from the notice; or

(ii) An affidavit that:

1. The notice provisions of this subsection have been complied with; or
2. The address of the holder of the subordinate interest is not reasonably ascertainable.

(5) The person authorized to make a sale in an action to foreclose a mortgage or deed of trust is not required to give notice to the holder of a subordinate mortgage, deed of trust, or other subordinate interest if:

(i) The existence of the mortgage, deed of trust, or other subordinate interest is not reasonably ascertainable;

(ii) The identity or address of the holder of the mortgage, deed of trust, or other subordinate interest is not reasonably ascertainable;

(iii) With respect to a recorded or filed subordinate mortgage, deed of trust, or other recorded or filed subordinate interest, the recordation or filing occurred after the later of:

1. 30 days before the day on which the foreclosure sale was actually held; and
2. The date the action to foreclose the mortgage or deed of trust was filed;

(iv) With respect to an unrecorded or unfiled subordinate mortgage, deed of trust, or other unrecorded or unfiled subordinate interest, the subordinate interest was created after the later of:

1. 30 days before the day on which the foreclosure sale was actually held; and
2. The date the action to foreclose the mortgage or deed of trust was filed; or

(v) With respect to a condominium council of unit owners or homeowners association, the condominium council of unit owners or homeowners association has not filed a request for notice under paragraph (3) of this subsection.

(6) The right of a holder of a subordinate mortgage, deed of trust, or other subordinate interest to file an action for the failure of the person authorized to make a sale in an action to foreclose a mortgage or deed of trust to comply with the provisions of this subsection shall expire 3 years after the date of the order ratifying the foreclosure sale.

(d)(1) Absent a provision to the contrary in a mortgage or note secured by a deed of trust, in the enumerated counties, the interest provided in a mortgage or note secured by a deed of trust is payable for the time period provided in paragraph (2) of this subsection or until the audit of the sale is ratified, whichever occurs first.

(2) Under paragraph (1) of this subsection, the time period following sale is:

- (i) 60 days in Calvert, Cecil, Frederick, Kent, Queen Anne's, Talbot, Caroline, Charles, and St. Mary's counties; and
- (ii) 180 days in Worcester County.

(e) No title to property acquired at sale of property subject to a mortgage or deed of trust is invalid by reason of the fact that the property was purchased by the secured party, his assignee, or representative, or for his account.

(f)(1) Any purchaser at a foreclosure sale of a mortgage or deed of trust has the same rights and remedies against the tenants of the mortgagor or grantor as the mortgagor or grantor had, and the tenants have the same rights and remedies against the purchaser as they would have had against the mortgagor or grantor on the date the mortgage or deed of trust was recorded.

(2) If the required advertisement of sale so discloses, a foreclosure sale shall be made subject to one or more of the tenancies entered into subsequent to the recording of the mortgage or deed of trust or otherwise subordinated thereto. Any lease so continuing is unaffected by the sale, except the purchaser shall become the landlord, as of the date of the sale, on ratification of the sale.

(g)(1) Except as provided in this subsection, unless the mortgage or deed of trust provides otherwise, if any property is encumbered by a mortgage or deed of trust, annual crops planted or cultivated by any debtor or those claiming under him do not pass with the property at any sale under or by virtue of the mortgage or deed of trust, but the crops remain the property of the debtor or those claiming under him.

(2) Notwithstanding the provisions of paragraph (1) of this subsection, after the sale, the debtor or those claiming under him and the purchaser or those claiming under him may agree on a reasonable rental of the part of the property occupied by the crops. This rental is a lien on the crops and continues until paid in favor of the purchaser or those claiming under him, and neither the crops nor any part of them may be removed until after payment. If the parties are unable to agree on the rental, any party in interest may apply to the court having jurisdiction over the sale or the confirmation of it for the appointment of disinterested appraisers to determine the rental, whose award shall be final.

(3) In addition to any other remedy, the purchaser or those claiming under him, on ascertainment of the rent, may distrain for the rent or any part of it remaining due, as in the case of landlord and tenant. No provision of this section is intended to interfere with the right of the purchaser or those claiming under him to have possession of the property, except as to the part occupied by the crop, with necessary ingress or egress.

(h) The entry of an order for resale on default by a purchaser at a sale under this section and Title 14 of the Maryland Rules:

(1) Does not affect the prior ratification of the sale and does not restore to the mortgagor or former record owner any right or remedy that was extinguished by the prior sale and its ratification; and

(2) Extinguishes all interest of the defaulting purchaser in the real property being foreclosed and in the proceeds of the resale.

CREDIT(S)

Acts 1974, c. 12, § 2; Acts 1976, c. 272; Acts 1980, c. 436; Acts 1980, c. 538; Acts 1980, c. 565; Acts 1981, c. 290; Acts 1983, c. 563; Acts 1983, c. 602; Acts 1985, c. 361; Acts 1985, c. 656; Acts 1992, c. 625; Acts 1993, c. 113; Acts 1995, c. 580, § 1, eff. Oct. 1, 1995; Acts 1996, c. 364, § 1, eff. Oct. 1, 1996; Acts 1998, c. 21, § 1, eff. April 14, 1998; Acts 2005, c. 509, § 1, May 26, 2005.

PRIOR COMPILATIONS

Formerly Art. 21, § 7-105.

HISTORICAL AND STATUTORY NOTES**1996 Legislation**

Acts 1996, c. 364, § 2, provides:

"That this Act may not be construed to affect the rights of a condominium council of unit owners or a homeowners association that has obtained a recorded lien or is otherwise entitled to notice under any other provision of law."

MD Code, Real Property, § 7-105, MD REAL PROP § 7-105
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-106

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➔ § 7-106. Presumption of release; continuation statements

(a) No trustee of a deed of trust may charge, demand, or receive any money or any other item of value exceeding \$15 for the partial or complete release of the deed of trust unless the fee is specified in the instrument. Any person who violates this section is guilty of a misdemeanor and on conviction is subject to a fine not exceeding \$100.

(b)(1) Subject to the provisions of paragraph (5) of this subsection a person who has undertaken responsibility for the disbursement of funds in connection with the grant of title to property, shall mail or deliver to the vendor and purchaser in the transaction, the original or a photographic, photostatic, or similarly reproduced copy of the recorded release of any mortgage or deed of trust which the person was obliged to obtain and record with all or part of the funds to be disbursed. If the original or copy of a recorded release is not readily obtainable at the time of recording, the person may mail or deliver to the purchaser or vendor the original or a copy of the court's recordation receipt for the release, or any other certified court document clearly evidencing the recordation of the release.

(2) The required evidence of a recorded release shall be mailed or delivered to the vendor and purchaser within 30 days from the delivery of the deed granting title to the property. However, if the recording of the release is delayed beyond the 30-day period for causes not attributable to the neglect, omission, or malfeasance of the person responsible for the disbursement of funds, a letter explaining the delay shall be mailed or delivered to the vendor and purchaser within the 30-day period, and the person shall mail or deliver to the vendor and purchaser the required evidence of the recorded release at the earliest opportunity. The person shall follow the procedure of mailing or delivering a letter of explanation every 30 days until the required evidence of a recorded release is mailed or delivered to the purchaser and vendor.

(3) If the person responsible for the disbursement of funds does not comply with the provisions of paragraphs (1) and (2), the vendor, purchaser, or a duly organized bar association of the State may petition a court of equity to order an audit of the accounts maintained by the person for funds received in connection with closing transactions in the State. The petition shall state concisely the facts showing noncompliance and shall be verified. On receipt of the petition, the court shall issue an order to the person to show cause within ten days why the audit should not be conducted. If cause is not shown, the court may order the audit to be conducted. The court may order other relief as it deems appropriate under the circumstances of the case.

(4) Prior to delivery of the deed granting title to the property, the person responsible for the disbursement of funds shall inform the vendor and purchaser in writing of the provisions of this section.

(5) Unless specifically requested to do so by either the purchaser or the vendor, a person responsible for the disbursement of funds in a closing transaction is not required to provide the purchaser or vendor with the required evidence of a recorded release if the person properly disburses all funds entrusted to him in the course of the closing transaction within five days from the date of the delivery of any deed granting title to the property.

(6) The vendor shall bear the cost of reproducing and mailing a recorded release under this section unless the parties otherwise agree.

(c)(1) If a mortgage or deed of trust remains unreleased of record, the mortgagor or grantor or any interested party is entitled to a presumption that it has been paid if:

- (i) 12 years have elapsed since the last payment date called for in the instrument or the maturity date as set forth in the instrument or any amendment or modification to the instrument and no continuation statement has been filed;
- (ii) The last payment date or maturity date cannot be ascertained from the record, 40 years have elapsed since the date of record of the instrument, and no continuation statement has been filed; or
- (iii) One or more continuation statements relating to the instrument have been recorded and 12 years have elapsed since the recordation of the last continuation statement.

(2) Except as otherwise provided by law, if an action has not been brought to enforce the lien of a mortgage or deed of trust within the time provided in paragraph (1) of this subsection and, notwithstanding any other right or remedy available either at law or equity, the lien created by the mortgage or deed of trust shall terminate, no longer be enforceable against the property, and shall be extinguished as a lien against the property.

(3)(i) A continuation statement may be filed within 1 year before the expiration of the applicable time period under paragraph (1) of this subsection.

(ii) A continuation statement shall:

1. Be signed by:

A. The current mortgagee, if the instrument is a mortgage; or

B. The current beneficiary or any one or more of the current trustees if the instrument is a deed of trust;

2. Identify the original instrument by:

A. The office, docket or book, and first page where the instrument is recorded; and

B. The name of the parties to the instrument; and

3. State that the purpose of the continuation statement is to continue the effectiveness of the original instrument.

(iii) Upon timely recordation in the land records where the original instrument was recorded of a continuation statement under this subparagraph, the effectiveness of the original instrument shall be continued for 12 years after the day on which the continuation statement is recorded.

(iv) A continuation statement is effective if it substantially complies with the requirements of subparagraph (ii) of this paragraph.

(d) Any person who has a lien on real property in this State, or the agent of the lienholder, on payment in satisfaction of the lien, on written request, shall furnish to the person responsible for the disbursement of funds in connection with the grant of title to that property the original copy of the executed release of that lien. If the lien instrument is a deed of trust the original promissory note marked "paid" or "cancelled" in accordance with § 3-105(d)(1) of this article constitutes an executed release. If the lien instrument is a mortgage, the original mortgage marked "paid" or "cancelled" in accordance with § 3-105(d)(2) of this article constitutes an executed release. This release shall be mailed or otherwise delivered to the person responsible for the disbursement of funds:

(1) Within seven days of the receipt, by the holder of the lien, of currency, a certified or cashier's check, or money order in satisfaction of the debt, including all amounts due under the lien instruments and under instruments secured by the lien; or

(2) Within seven days after the clearance of normal commercial channels of any type of commercial paper, other than those specified in paragraph (1), received by the holder of the lien in satisfaction of the outstanding debt, including all amounts due under the lien instruments and under the instruments secured by the lien.

(e) If the holder of a lien on real property or his agent fails to provide the release within 30 days, the person responsible for the disbursement of funds in connection with the grant of title to the property, after having made demand therefor, may bring an action to enforce the provisions of this section in the circuit court for the county in which the property is located. In the action the lienholder, or his agent, or both, shall be liable for the delivery of the release and for all costs and expenses in connection with the bringing of the action, including reasonable attorney fees.

CREDIT(S)

Acts 1974, c. 12, § 2; Acts 1975, c. 698; Acts 1976, c. 272; Acts 1979, c. 450; Acts 1984, c. 407; Acts 1984, c. 408; Acts 1984, c. 497; Acts 1987, c. 374; Acts 1988, c. 335; Acts 1989, c. 5, § 1; Acts 1990, c. 6, § 2.

PRIOR COMPILATIONS

Formerly Art. 21, § 7-106.

MD Code, Real Property, § 7-106, MD REAL PROP § 7-106

Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-107

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➔ § 7-107. Lender's payment of taxes

(a) In the case of a mortgage or a deed of trust in which the lender assumes responsibility to the borrower to pay the property taxes on the mortgaged property by the collection of taxes through an expense account arrangement, the lender shall pay the taxes within 45 days after (1) the first due date, (2) receipt of the tax bill by the lender, or (3) the funds collected by the lender are sufficient to pay the amount of taxes and interest due, whichever occurs last.

(b) If a lender has sufficient funds available to pay the taxes, has received a copy of the tax bill, and fails to pay at the time as provided in this section, the lender shall pay the difference between the amount of taxes, interest, and penalty due if paid at the time as provided and the amount of taxes, interest, and penalty due at the time that the taxes, interest, and penalty are actually paid by the lender.

MD Code, Real Property, § 7-108

West's Annotated Code of Maryland [Currentness](#)
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Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➔ § 7-108. Incorporation of declaration by reference

Any person may record among the land records of any county an unexecuted declaration of provisions, covenants, and conditions, and any mortgage or deed of trust thereafter recorded among the land records of the county where the declaration is recorded may incorporate any provision, covenant, or condition of the declaration into the mortgage or deed of trust by specific reference to it and to the liber and folio of the declaration, if the intention to incorporate by reference is shown clearly, and the mortgagor or grantor is

furnished a copy of the declaration when the mortgage or deed of trust is executed.

MD Code, Real Property, § 7-109

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Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➡§ 7-109. Disbursement requirement at closing

(a)(1) In this section the following words have the meanings indicated.

(2) "Affiliate" means any association, corporation, business trust, or other similar organization that controls, is controlled by, or is under common control with, a financial institution, as defined in § 1-101 of the Financial Institutions Article.

(3) "Settlement" means the process of executing and delivering to the lender or the agent responsible for settlement, legally binding documents evidencing or securing a loan secured by a deed of trust or mortgage encumbering real property in this State.

(b)(1) In any consumer loan transaction in which the loan is secured by a purchase money mortgage or deed of trust on real property located in this State, on or before the day of settlement, the lender shall disburse the loan proceeds in accordance with the loan documents to the agent responsible for settlement as provided in subsections (c) and (d) of this section.

(2) In any consumer loan transaction in which the loan is secured by a secondary deed of trust or mortgage on real property located in this State, on or before the day of funding the agent responsible for settlement may require the lender to disburse the loan proceeds as provided in paragraph (1) of this subsection.

(c) Except as provided in subsection (d) of this section, the lender shall disburse the loan proceeds in the form of:

(1) Cash;

(2) Wired funds;

(3) A certified check;

- (4) A check issued by a political subdivision or on behalf of a governmental entity;
- (5) A teller's check issued by a depository institution and drawn on another depository institution; or
- (6) A cashier's check.

(d) In addition to the methods of loan disbursement provided in subsection (c) of this section, the loan proceeds may be disbursed in the form of a check drawn on a financial institution insured by the Federal Deposit Insurance Corporation and located in the 5th Federal Reserve District if the lender is:

- (1) An affiliate or subsidiary of a financial institution insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration Share Insurance Program; or
- (2) A mortgage company approved by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

(e) If a loan subject to this section is not disbursed as provided in subsection (c) of this section, the lender may not charge interest on the loan for the first 30 days following the date of closing.

MD Code, Real Property, § 7-110

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➡ § 7-110. Priority of transferred interests

(a) Notwithstanding any other provision of law, including Title 7 of this article, any grant of a security interest in or assignment of a mortgage to any State or federal government agency or instrumentality, including the Maryland Deposit Insurance Fund Corporation, a federal reserve bank, or a federal home loan bank, by any savings and loan association is fully perfected and takes priority to the extent of the association's interest in the mortgage over all other claims and creditors with respect to any such mortgage in the possession or control of that State or federal government agency or instrumentality.

(b) The State or federal government agency or instrumentality receiving a grant of a security interest in or assignment of a mortgage by a savings and loan association pursuant to subsection (a) of this section shall give prompt notification thereof to the State or federal agency that issued the charter to the association.

MD Code, Real Property, § 7-111

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 1. Mortgages and Deeds of Trust

➔§ 7-111. Mortgage alterations; effect on priority

(a) Subject to subsection (b) of this section, any change or modification to a mortgage or deed of trust or to an obligation secured by a mortgage or deed of trust does not extinguish the existing lien of the mortgage or deed of trust or otherwise adversely affect the existing lien priority of the mortgage or deed of trust.

(b) If the change or modification to a mortgage or deed of trust or to an obligation secured by a mortgage or deed of trust increases the principal sum secured by the mortgage or deed of trust above the amount appearing on the face of the mortgage or deed of trust and expressed to be secured by it:

- (1) The existing lien priority of the original mortgage or deed of trust shall continue as to the principal sum secured by the mortgage or deed of trust immediately preceding the change or modification; and
- (2) The lien priority for the increase in the principal sum shall date from the date of the changed or modified mortgage or deed of trust.

CREDIT(S)

Acts 1992, c. 644.

MD Code, Real Property, § 7-111, MD REAL PROP § 7-111

Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-201

West's Annotated Code of Maryland [Currentness](#)
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Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 2. Vendor's Liens

➡§ 7-201. Amount due on face

If any property is granted, and the purchase money, or any part of it, remains unpaid at the time of the grant, the vendor may not have a lien or charge on the property for any other sum of money than the sum that appears to be due on the face of the deed. The time set for payment shall be specified and recited in the deed. No provision in this section may be construed to affect any mortgage or deed of trust given by a purchaser to secure the payment of all or any part of the purchase money, or in any way affect or postpone the lien of any landlord on goods or chattels for the satisfaction or security of rent due or accruing.

MD Code, Real Property, § 7-202

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 2. Vendor's Liens

➡§ 7-202. Power of sale; sale decree

The provisions of § 7-105(a) also are applicable to instruments reserving a valid vendor's lien, to sales pursuant to a reserved vendor's lien, and to sales pursuant to the vendor's authority to sell. A court of equity may decree a sale to enforce a vendor's lien or any other equitable lien although the lienor may have an adequate remedy at law.

MD Code, Real Property, § 7-203

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Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 2. Vendor's Liens

➡§ 7-203. Satisfaction of notes

Any deed retaining a valid vendor's lien may provide that in the event of a sale, any note or other instrument of indebtedness mentioned in the deed shall be paid and satisfied in full in the order of maturity. However, if any note or instrument of indebtedness is paid or satisfied, no further proceedings may be had in reference to or satisfaction of it, but the funds arising from the sale shall be distributed as if the note already paid or satisfied had never been given. If the lien is duly released of record after the date of the maturity of the note or other instrument of indebtedness mentioned in the deed, the note or other instrument of indebtedness conclusively is presumed to have been paid as far as any lien on the property granted by the deed is concerned.
MD Code, Real Property, § 7-204

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 2. Vendor's Liens

➔ § 7-204. Lien assigned or released

An assignment or release of a vendor's lien may be made by the holder of the lien in the same manner prescribed for the short assignment or release of a mortgage. The holder of the lien also may write a release on the record in the office where the deed is recorded or the release may be endorsed on the original deed.

MD Code, Real Property, § 7-205

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Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 2. Vendor's Liens

➔ § 7-205. Lien not waived; guarantee accepted

The acceptance by the vendor of any guarantee, endorsement, collateral, or other security to insure the full payment of any vendor's lien, may not be construed as a waiver of the lien. However, the purchaser shall be credited with the proceeds from the sale of any

collateral or other securities.

MD Code, Real Property, T. 7, Subt. 3, Refs & Annos

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Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure

MD Code, Real Property, § 7-301

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Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part I. Definitions; General Provisions (Refs & Annos)

➔ § 7-301. Definitions

(a) In this subtitle the following words have the meanings indicated.

(b) "Foreclosure consultant" means a person who:

(1) Solicits or contacts a homeowner in writing, in person, or through any electronic or telecommunications medium and directly or indirectly makes a representation or offer to perform any service that the person represents will:

(i) Stop, enjoin, delay, void, set aside, annul, stay, or postpone a foreclosure sale;

(ii) Obtain forbearance from any servicer, beneficiary or mortgagee;

(iii) Assist the homeowner to exercise a right of reinstatement provided in the loan documents or to refinance a loan that is in foreclosure and for which notice of foreclosure proceedings has been published;

(iv) Obtain an extension of the period within which the homeowner may reinstate the homeowner's obligation or extend the deadline to object to a ratification;

(v) Obtain a waiver of an acceleration clause contained in any promissory note or

contract secured by a mortgage on a residence in foreclosure or contained in the mortgage;

(vi) Assist the homeowner to obtain a loan or advance of funds;

(vii) Avoid or ameliorate the impairment of the homeowner's credit resulting from the filing of an order to docket or a petition to foreclose or the conduct of a foreclosure sale;

(viii) Save the homeowner's residence from foreclosure;

(ix) Purchase or obtain an option to purchase the homeowner's residence within 20 days of an advertised or docketed foreclosure sale;

(x) Arrange for the homeowner to become a lessee or renter entitled to continue to reside in the homeowner's residence;

(xi) Arrange for the homeowner to have an option to repurchase the homeowner's residence; or

(xii) Engage in any documentation, grant, conveyance, sale, lease, trust, or gift by which the homeowner clogs the homeowner's equity of redemption in the homeowner's residence; or

(2) Systematically contacts owners of property that court records or newspaper advertisements show are in foreclosure or in danger of foreclosure.

(c) "Foreclosure consulting contract" means a written, oral, or equitable agreement between a foreclosure consultant and a homeowner for the provision of any foreclosure consulting service or foreclosure reconveyance.

(d) "Foreclosure consulting service" includes:

(1) Receiving money for the purpose of distributing it to creditors in payment or partial payment of any obligation secured by a lien on a residence in foreclosure;

(2) Contacting creditors on behalf of a homeowner;

(3) Arranging or attempting to arrange for an extension of the period within which a homeowner may cure the homeowner's default and reinstate the homeowner's obligation;

(4) Arranging or attempting to arrange for any delay or postponement of the sale of a residence in foreclosure;

- (5) Arranging or facilitating the purchase of a homeowner's equity of redemption or legal or equitable title within 20 days of an advertised or docketed foreclosure sale;
- (6) Arranging or facilitating any transaction through which a homeowner will become a lessee, optionee, life tenant, partial homeowner, or vested or contingent remainderman of the homeowner's residence;
- (7) Arranging or facilitating the sale of a homeowner's residence or the transfer of legal title, in any form, to another party as an alternative to foreclosure;
- (8) Arranging for a homeowner to have an option to repurchase the homeowner's residence after a sale or transfer;
- (9) Arranging for or facilitating a homeowner remaining in the homeowner's residence as a tenant, renter, or lessee; or
- (10) Arranging or facilitating any other grant, conveyance, sale, lease, trust, or gift by which a homeowner clogs the homeowner's equity of redemption in the homeowner's residence.

(e) "Foreclosure purchaser" means a person who acquires title or possession of a deed or other document to a residence in foreclosure as a result of a foreclosure reconveyance.

(f) "Foreclosure reconveyance" means a transaction involving:

- (1) The transfer of title to real property by a homeowner during or incident to a proposed foreclosure proceeding, either by transfer of interest from the homeowner to another party or by creation of a mortgage, trust, or other lien or encumbrance during the foreclosure process that allows the acquirer to obtain legal or equitable title to all or part of the property; and
- (2) The subsequent conveyance, or promise of a subsequent conveyance, of an interest back to the homeowner by the acquirer or a person acting in participation with the acquirer that allows the homeowner to possess the real property following the completion of the foreclosure proceeding, including an interest in a contract for deed, purchase agreement, land installment sale, contract for sale, option to purchase, lease, trust, or other contractual arrangement.

(g) "Foreclosure surplus acquisition" means a transaction involving the transfer, sale, or assignment of the surplus remaining and due the homeowner based on the audit account during a foreclosure proceeding.

(h)(1) "Foreclosure surplus purchaser" means a person who acts as the acquirer by

assignment, purchase, grant, or conveyance of the surplus resulting from a foreclosure sale.

(2) "Foreclosure surplus purchaser" includes a person who acts in joint venture or joint enterprise with one or more acquirers.

(i) "Homeowner" means the record owner of a residence in foreclosure, or an individual occupying the residence under a use and possession order issued under Title 8, Subtitle 2 of the Family Law Article, at the time an order to docket or a petition to foreclose is filed.

(j) "Residence in foreclosure" means residential real property consisting of not more than four single family dwelling units, one of which is occupied by the owner, or the owner's spouse or former spouse under a use and possession order issued under Title 8, Subtitle 2 of the Family Law Article, as the individual's principal place of residence, and against which an order to docket or a petition to foreclose has been filed.

MD Code, Real Property, § 7-302

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Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part I. Definitions; General Provisions (Refs & Annos)

➔§ 7-302. Scope of subtitle

(a) Except as provided in subsection (b) of this section, this subtitle does not apply to:

(1) An individual admitted to practice law in the State, while performing any activity related to the individual's regular practice of law in the State;

(2) A person who holds or is owed an obligation secured by a lien on any residence in foreclosure while the person performs services in connection with the obligation or lien, if the obligation or lien did not arise as a result of a foreclosure reconveyance;

(3)(i) A person doing business under any law of this State or the United States regulating banks, trust companies, savings and loan associations, credit unions, or insurance companies, while the person performs services as a part of the person's normal business activities; and

(ii) Any subsidiary, affiliate, or agent of a person described in item (i) of this item, while the subsidiary, affiliate, or agent performs services as a part of the subsidiary's, affiliate's, or agent's normal business activities;

(4) A judgment creditor of the homeowner, if the judgment creditor's claim accrued before the written notice of foreclosure sale required under § 7-105(b) of this title is sent;

(5) A title insurer authorized to conduct business in the State, while performing title insurance and settlement services;

(6) A title insurance producer licensed in the State, while performing services in accordance with the person's license;

(7) A person licensed as a mortgage broker or mortgage lender under Title 11, Subtitle 5 of the Financial Institutions Article while acting under the authority of that license;

(8) A person licensed as a real estate broker, associate real estate broker, or real estate salesperson under Title 17 of the Business Occupations and Professions Article, while the person engages in any activity for which the person is licensed under those provisions so long as any conveyance or transfer of deed, title, or establishment of equitable interest is done through a settlement as defined in § 7-311(a)(5) of this subtitle; or

(9) A nonprofit organization that solely offers counseling or advice to homeowners in foreclosure or loan default, if the organization is not directly or indirectly related to and does not contract for services with for-profit lenders or foreclosure purchasers.

(b) This subtitle does apply to an individual who:

(1) Is functioning in a position listed under subsection (a) of this section; and

(2) Is engaging in activities or providing services designed or intended to transfer title to a residence in foreclosure directly or indirectly to that individual, or an agent or affiliate of that individual.

MD Code, Real Property, § 7-303

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Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part I. Definitions; General Provisions (Refs & Annos)

➡§ 7-303. Reserved

MD Code, Real Property, § 7-304

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Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part I. Definitions; General Provisions (Refs & Annos)

➡§ 7-304. Reserved

MD Code, Real Property, § 7-304, MD REAL PROP § 7-304
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, T. 7, Subt. 3, Pt. II, Refs & Annos

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Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure

Part II. Foreclosure Consultants

HISTORICAL AND STATUTORY NOTES

2005 Legislation

Acts 2005, c. 509, § 1, added Part II, Foreclosure Consultants.

MD Code, Real Property, T. 7, Subt. 3, Pt. II, Refs & Annos, MD REAL PROP T. 7,
Subt. 3, Pt. II, Refs & Annos
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, T. 7, Subt. 3, Pt. II, Refs & Annos

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Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

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MD Code, Real Property, T. 7, Subt. 3, Pt. II, Refs & Annos, MD REAL PROP T. 7,
Subt. 3, Pt. II, Refs & Annos
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-305

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Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part II. Foreclosure Consultants (Refs & Annos)

➔§ 7-305. Right of rescission

(a) In addition to any other right under law to cancel or rescind a contract, a homeowner has the right to:

- (1) Rescind a foreclosure consulting contract at any time; and
- (2) Rescind a foreclosure reconveyance at any time before midnight of the 3rd business day after any conveyance or transfer in any manner of legal or equitable title to a residence in foreclosure.

- (b) Rescission occurs when the homeowner gives written notice of rescission to the foreclosure consultant at the address specified in the contract or through any facsimile or electronic mail address identified in the contract or other materials provided to the homeowner by the foreclosure consultant.
- (c) Notice of rescission, if given by mail, is effective when deposited in the United States mail, properly addressed, with postage prepaid.
- (d) Notice of rescission need not be in the form provided with the contract and is effective, however expressed, if it indicates the intention of the homeowner to rescind the foreclosure consulting contract or foreclosure reconveyance.
- (e) As part of the rescission of a foreclosure consulting contract or foreclosure reconveyance, the homeowner shall repay, within 60 days from the date of rescission, any funds paid or advanced by the foreclosure consultant or anyone working with the foreclosure consultant under the terms of the foreclosure consulting contract or foreclosure reconveyance, together with interest calculated at the rate of 8% a year.
- (f) The right to rescind may not be conditioned on the repayment of any funds.

MD Code, Real Property, § 7-306

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part II. Foreclosure Consultants (Refs & Annos)

➡§ 7-306. Disclosures

- (a) A foreclosure consulting contract shall:
- (1) Be provided to the homeowner for review before signing;
 - (2) Be printed in at least 12 point type and written in the same language that is used by the homeowner and was used in discussions with the foreclosure consultant to

describe the consultant's services or to negotiate the contract;

(3) Fully disclose the exact nature of the foreclosure consulting services to be provided, including any foreclosure reconveyance that may be involved, and the total amount and terms of any compensation to be received by the foreclosure consultant or anyone working in association with the consultant;

(4) Be dated and personally signed by the homeowner and the foreclosure consultant and be witnessed and acknowledged by a notary public appointed and commissioned by the State; and

(5) Contain the following notice, which shall be printed in at least 14 point boldface type, completed with the name of the foreclosure consultant, and located in immediate proximity to the space reserved for the homeowner's signature:

"NOTICE REQUIRED BY MARYLAND LAW

..... (Name) or anyone working for him or her CANNOT ask you to sign or have you sign any lien, mortgage, or deed as part of signing this agreement unless the terms of the transfer are specified in this document and you are given a separate explanation of the precise nature of the transaction.

..... (Name) or anyone working for him or her CANNOT guarantee you that they will be able to refinance your home or arrange for you to keep your home. Continue making mortgage payments until a refinancing, if applicable, is approved.

If a transfer of the deed or title to your property is involved in any way, you may rescind the transfer any time within 3 days after the date you sign the deed or other document of sale or transfer. See the attached Notice of Rescission form for an explanation of this right. As part of any rescission, you must repay, within 60 days, any money spent on your behalf as a result of this agreement, along with interest calculated at the rate of 8% a year.

THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. CONTACT AN ATTORNEY BEFORE SIGNING."

(b) The contract shall contain on the first page, in at least 12 point type size:

(1) The name and address of the foreclosure consultant to which the notice of cancellation is to be mailed; and

(2) The date the homeowner signed the contract.

(c)(1) The contract shall be accompanied by a completed form in duplicate, captioned "NOTICE OF RESCISSION".

(2) The Notice of Rescission shall:

- (i) Be on a separate sheet of paper attached to the contract;
- (ii) Be easily detachable; and
- (iii) Contain the following statement printed in at least 15 point type:

"NOTICE OF RESCISSION

(Date of Contract)

You may cancel or rescind this contract, without any penalty, at any time.

If you want to end this contract, mail or deliver a signed and dated copy of this Notice of Rescission, or any other written notice indicating your intent to rescind to (name of foreclosure consultant) at (address of foreclosure consultant, including facsimile and electronic mail).

As part of any rescission, you (the homeowner) must repay any money spent on your behalf as a result of this agreement, within 60 days, along with interest calculated at the rate of 8% a year.

THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. CONTACT AN ATTORNEY BEFORE SIGNING.

NOTICE OF RESCISSION

TO: (name of foreclosure consultant)

(address of foreclosure consultant, including facsimile and electronic mail)

I hereby rescind this contract.

..... (Date)

..... (Homeowner's signature)".

(d) The foreclosure consultant shall provide the homeowner with a signed and dated copy of the contract and the attached Notice of Rescission immediately upon execution of the contract.

(e) The time during which the homeowner may rescind the contract does not begin to run until the foreclosure consultant has complied with this section.

(f) Any provision in a foreclosure consulting contract that attempts or purports to waive any of the rights specified in this title, consent to jurisdiction for litigation or choice of law in a state other than Maryland, consent to venue in a county other than the county in which the property is located, or impose any costs or filing fees greater than the fees required to file an action in a circuit court, is void.

MD Code, Real Property, § 7-306

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Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part II. Foreclosure Consultants (Refs & Annos)

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(a) A foreclosure consulting contract shall:

- (1) Be provided to the homeowner for review before signing;
- (2) Be printed in at least 12 point type and written in the same language that is used by the homeowner and was used in discussions with the foreclosure consultant to describe the consultant's services or to negotiate the contract;

(3) Fully disclose the exact nature of the foreclosure consulting services to be provided, including any foreclosure reconveyance that may be involved, and the total amount and terms of any compensation to be received by the foreclosure consultant or anyone working in association with the consultant;

(4) Be dated and personally signed by the homeowner and the foreclosure consultant and be witnessed and acknowledged by a notary public appointed and commissioned by the State; and

(5) Contain the following notice, which shall be printed in at least 14 point boldface type, completed with the name of the foreclosure consultant, and located in immediate proximity to the space reserved for the homeowner's signature:

"NOTICE REQUIRED BY MARYLAND LAW

..... (Name) or anyone working for him or her CANNOT ask you to sign or have you sign any lien, mortgage, or deed as part of signing this agreement unless the terms of the transfer are specified in this document and you are given a separate explanation of the precise nature of the transaction.

..... (Name) or anyone working for him or her CANNOT guarantee you that they will be able to refinance your home or arrange for you to keep your home. Continue making mortgage payments until a refinancing, if applicable, is approved.

If a transfer of the deed or title to your property is involved in any way, you may rescind the transfer any time within 3 days after the date you sign the deed or other document of sale or transfer. See the attached Notice of Rescission form for an explanation of this right. As part of any rescission, you must repay, within 60 days, any money spent on your behalf as a result of this agreement, along with interest calculated at the rate of 8% a year.

THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. CONTACT AN ATTORNEY BEFORE SIGNING."

(b) The contract shall contain on the first page, in at least 12 point type size:

(1) The name and address of the foreclosure consultant to which the notice of cancellation is to be mailed; and

(2) The date the homeowner signed the contract.

(c)(1) The contract shall be accompanied by a completed form in duplicate, captioned "NOTICE OF RESCISSION".

(2) The Notice of Rescission shall:

- (i) Be on a separate sheet of paper attached to the contract;
- (ii) Be easily detachable; and
- (iii) Contain the following statement printed in at least 15 point type:

"NOTICE OF RESCISSION

(Date of Contract)

You may cancel or rescind this contract, without any penalty, at any time.

If you want to end this contract, mail or deliver a signed and dated copy of this Notice of Rescission, or any other written notice indicating your intent to rescind to (name of foreclosure consultant) at (address of foreclosure consultant, including facsimile and electronic mail).

As part of any rescission, you (the homeowner) must repay any money spent on your behalf as a result of this agreement, within 60 days, along with interest calculated at the rate of 8% a year.

THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. CONTACT AN ATTORNEY BEFORE SIGNING.

NOTICE OF RESCISSION

TO: (name of foreclosure consultant)

(address of foreclosure consultant, including facsimile and electronic mail)

I hereby rescind this contract.

..... (Date)

..... (Homeowner's signature)".

(d) The foreclosure consultant shall provide the homeowner with a signed and dated copy of the contract and the attached Notice of Rescission immediately upon execution of the contract.

(e) The time during which the homeowner may rescind the contract does not begin to run until the foreclosure consultant has complied with this section.

(f) Any provision in a foreclosure consulting contract that attempts or purports to waive any of the rights specified in this title, consent to jurisdiction for litigation or choice of law in a state other than Maryland, consent to venue in a county other than the county in which the property is located, or impose any costs or filing fees greater than the fees required to file an action in a circuit court, is void.

CREDIT(S)

Added by Acts 2005, c. 509, § 1, eff. May 26, 2005.
MD Code, Real Property, § 7-306, MD REAL PROP § 7-306
Current through end of 2006 Regular Session and 2006 First Special Session.
MD Code, Real Property, § 7-307

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part II. Foreclosure Consultants (Refs & Annos)

➡ § 7-307. Prohibited actions

A foreclosure consultant may not:

- (1) Claim, demand, charge, collect, or receive any compensation until after the foreclosure consultant has fully performed each and every service the foreclosure

consultant contracted to perform or represented that the foreclosure consultant would perform;

(2) Claim, demand, charge, collect, or receive any interest or any other compensation for any loan that the foreclosure consultant makes to the homeowner that exceeds 8% a year;

(3) Take any wage assignment, any lien of any type on real or personal property, or other security to secure the payment of compensation;

(4) Receive any consideration from any third party in connection with foreclosure consulting services provided to a homeowner unless the consideration is first fully disclosed in writing to the homeowner;

(5) Acquire any interest, directly or indirectly, or by means of a subsidiary, affiliate, or corporation in which the foreclosure consultant or a member of the foreclosure consultant's immediate family is a primary stockholder, in a residence in foreclosure from a homeowner with whom the foreclosure consultant has contracted;

(6) Take any power of attorney from a homeowner for any purpose, except to inspect documents as provided by law; or

(7) Induce or attempt to induce any homeowner to enter into a foreclosure consulting contract that does not comply in all respects with this subtitle.

CREDIT(S)

Added by Acts 2005, c. 509, § 1, eff. May 26, 2005.

MD Code, Real Property, § 7-307, MD REAL PROP § 7-307
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-308

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part II. Foreclosure Consultants (Refs & Annos)

➡§ 7-308. Reserved

MD Code, Real Property, § 7-308, MD REAL PROP § 7-308
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-309

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part II. Foreclosure Consultants (Refs & Annos)

➔§ 7-309. Reserved

MD Code, Real Property, § 7-309, MD REAL PROP § 7-309
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, T. 7, Subt. 3, Pt. III, Refs & Annos

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure

Part III. Foreclosure Purchasers

HISTORICAL AND STATUTORY NOTES

2005 Legislation

Acts 2005, c. 509, § 1, added Part III, Foreclosure Purchasers.

MD Code, Real Property, T. 7, Subt. 3, Pt. III, Refs & Annos, MD REAL PROP T. 7,
Subt. 3, Pt. III, Refs & Annos
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, T. 7, Subt. 3, Pt. III, Refs & Annos

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure

Part III. Foreclosure Purchasers

HISTORICAL AND STATUTORY NOTES

2005 Legislation

Acts 2005, c. 509, § 1, added Part III, Foreclosure Purchasers.

MD Code, Real Property, T. 7, Subt. 3, Pt. III, Refs & Annos, MD REAL PROP T. 7,
Subt. 3, Pt. III, Refs & Annos
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-310

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part III. Foreclosure Purchasers (Refs & Annos)

**➔§ 7-310. Foreclosure reconveyances; notices; right of rescission;
prohibited actions**

(a) If a foreclosure reconveyance is included in a foreclosure consulting contract or arranged after the execution of a foreclosure consulting contract, the foreclosure purchaser shall provide the homeowner with a document entitled "Notice of Transfer of Deed or Title".

(b) The document entitled "Notice of Transfer of Deed or Title" shall:

(1) Contain the entire agreement of the parties;

(2) Be printed in 12 point type and written in the same language that is used by the homeowner and was used in discussions to describe the foreclosure consultant's or foreclosure purchaser's services or to negotiate the transfer or sale of the property;

(3) Be dated and personally signed by the homeowner and the foreclosure purchaser and witnessed and acknowledged by a notary public appointed and commissioned by the State;

(4) Describe in detail the terms of any foreclosure conveyance including:

(i) The name, business address, telephone number, and facsimile number of the person to whom the deed or title will be transferred;

(ii) The address of the residence in foreclosure;

(iii) The total consideration to be given by the foreclosure purchaser, the foreclosure consultant, and any other party as a result of the transfer;

(iv) The time at which title is to be transferred to the foreclosure purchaser and the terms of any conveyance;

(v) Any financial or legal obligations that the homeowner may remain subject to, including a description of any mortgages, liens, or other obligations that will remain in place;

(vi) A description of any services of any nature that the foreclosure purchaser will perform for the homeowner before or after the sale or transfer;

(vii) A complete description of the terms of any related agreement designed to allow the homeowner to remain in the home, including the terms of any rental agreement, repurchase agreement, contract for deed, land installment contract, or option to buy, and any provisions for eviction or removal of the homeowner in the case of late payment; and

(viii) How any repurchase price or fee associated with any transfer of title or deed back to the homeowner will be calculated.

(5) Contain the following statement printed in at least 14 point boldface type and located in immediate proximity to the space reserved for the homeowner's signature:

"If you change your mind about transferring ownership of your property, you, the

homeowner, may rescind the transfer of the deed or title to your property any time within the next 3 days. As part of any rescission, you must repay, within 60 days, any money spent on your behalf as a result of this agreement, along with interest calculated at the rate of 8% a year.

THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. CONTACT AN ATTORNEY BEFORE SIGNING."

(c)(1) If a foreclosure reconveyance is included in a foreclosure consulting contract or arranged after the execution of a foreclosure consulting contract, the foreclosure purchaser shall provide the homeowner with a document entitled "NOTICE OF RIGHT TO CANCEL TRANSFER OF DEED OR TITLE".

(2) The NOTICE OF RIGHT TO CANCEL TRANSFER OF DEED OR TITLE shall:

- (i) Be a separate document and not printed on the back of any other document; and
- (ii) Contain the following statement printed in at least 14 point type:

"NOTICE OF RIGHT TO CANCEL TRANSFER OF DEED OR TITLE

(Date)

You may cancel or rescind the transfer of ownership of your property through the transfer of a deed or title within 3 business days after the date you sign this document.

To rescind this transaction, mail or deliver a signed and dated copy of this Notice, or any other written notice expressing a similar intent to (name of foreclosure consultant) at (address of foreclosure consultant, including facsimile and electronic mail).

As part of any rescission, you (the homeowner) must repay any money spent on your behalf as a result of this agreement, within 60 days, along with interest calculated at the rate of 8% a year.

THIS IS AN IMPORTANT LEGAL CONTRACT AND COULD RESULT IN THE LOSS OF YOUR HOME. CONTACT AN ATTORNEY BEFORE SIGNING.

NOTICE OF RESCISSION

TO: (name of foreclosure consultant)

(address of foreclosure consultant, including facsimile and electronic mail)

I hereby rescind the transfer of deed or title to my property. Please return all executed documents to me.

..... (Date)

..... (Homeowner's signature)".

(d) The foreclosure purchaser shall provide the homeowner with a copy of the Notice of Right to Cancel Transfer of Deed or Title immediately on execution of any document that includes a foreclosure reconveyance.

(e) The time during which the homeowner may rescind the contract or transfer does not begin to run until the foreclosure purchaser has complied with this section.

(f) Any provision in a foreclosure consulting contract or other agreement concerning a foreclosure reconveyance that attempts or purports to waive the homeowner's rights under this section, consent to jurisdiction for litigation or choice of law in a state other than Maryland, consent to venue in a county other than the county in which the property is located, or impose any costs or filing fees greater than the fees required to file an action in a circuit court, is void.

(g) A foreclosure reconveyance may not be carried out using a power of attorney from the homeowner.

(h) A notice of rescission need not take the particular form specified in this subtitle or any form contained in any agreement with the foreclosure consultant or foreclosure purchaser and is effective, however expressed, if it indicates the intention of the homeowner to rescind the reconveyance agreement.

(i) The right to rescind may not be conditioned on the repayment of any funds.

(j) Within 10 days after receipt of a notice of rescission given in accordance with this subtitle, the foreclosure purchaser shall return, without condition, any original deed, title, contract, and any other document signed by the homeowner.

(k) During the 3-day rescission period, a deed or other document affecting title to the homeowner's residence may not be recorded.

MD Code, Real Property, § 7-311

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part III. Foreclosure Purchasers (Refs & Annos)

→§ 7-311. Foreclosure reconveyances; prohibited actions; presumptions; accounting; bona fide purchasers

(a)(1) In this section the following words have the meanings indicated.

(2) "Primary housing expenses" means the total amount required to pay regular principal, interest, rent, utilities, hazard insurance, real estate taxes, and association dues on a property.

(3) "Resale" means a bona fide market sale of property subject to a foreclosure reconveyance by the foreclosure purchaser to an unaffiliated third party.

(4) "Resale price" means the gross sale price of a property on resale.

(5) "Settlement" means an in-person, face-to-face meeting with the homeowner to complete final documents incident to the sale or transfer of real property, or the creation of a mortgage or equitable interest in real property, conducted by a settlement agent who is not employed by or an affiliate of the foreclosure purchaser, during which the homeowner must be presented with a completed copy of the HUD-1 Settlement Form.

(b) A foreclosure purchaser may not:

(1) Enter into, or attempt to enter into, a foreclosure reconveyance with a homeowner unless:

(i) The foreclosure purchaser verifies and can demonstrate that the homeowner has or will have a reasonable ability to pay for the subsequent reconveyance of the property back to the homeowner on completion of the terms of a foreclosure conveyance, or, if the foreclosure conveyance provides for a lease with an option to repurchase the property, the homeowner has or will have a reasonable ability to make the lease payments and repurchase the property within the term of the option to repurchase;

(ii) The foreclosure purchaser and the homeowner complete a formal settlement before any transfer of an interest in the property is effected; and

(iii) The foreclosure purchaser complies with the requirements of the federal Home Ownership Equity Protection Act, 15 U.S.C. 1639, and its implementing regulations for any foreclosure reconveyance in which the homeowner obtains a vendee interest in a contract for deed;

(2) Fail to:

(i) Ensure that title to the property has been reconveyed to the homeowner in a timely manner if this subtitle or the terms of a foreclosure reconveyance agreement require a reconveyance; or

(ii) Make payment to the homeowner within 90 days of any resale of the property so that the homeowner receives cash payments or consideration in an amount equal to at least 82% of the net proceeds from any resale of the property should a property subject to a foreclosure reconveyance be sold within 18 months after entering into a foreclosure reconveyance agreement;

(3) Enter into repurchase or lease terms as part of the foreclosure conveyance that are unfair or commercially unreasonable, or engage in any other unfair conduct;

(4) Represent, directly or indirectly, that:

(i) The foreclosure purchaser is acting as an advisor or a consultant, or in any other manner represent that the foreclosure purchaser is acting on behalf of the homeowner;

(ii) The foreclosure purchaser has certification or licensure that the foreclosure purchaser does not have;

(iii) The foreclosure purchaser is assisting the homeowner to "save the house" or use a substantially similar phrase; or

(iv) The foreclosure purchaser is assisting the homeowner in preventing a foreclosure

if the result of the transaction is that the homeowner will not complete a redemption of the property;

(5) Make any other statements, directly or by implication, or engage in any other conduct that is false, deceptive, or misleading, or that has the likelihood to cause confusion or misunderstanding, including statements regarding the value of the residence in foreclosure, the amount of proceeds the homeowner will receive after a foreclosure sale, any contract term, or the homeowner's rights or obligations incident to or arising out of the foreclosure reconveyance; or

(6) Until the homeowner's right to rescind or cancel the transaction has expired:

(i) Record any document, including an instrument of conveyance, signed by the homeowner; or

(ii) Transfer or encumber or purport to transfer or encumber any interest in the residence in foreclosure to any third party.

(c) For purposes of subsection (b)(1) of this section, there is a rebuttable presumption that:

(1) A homeowner has a reasonable ability to pay for a subsequent reconveyance of the property if the homeowner's payments for primary housing expenses and regular principal and interest payments on other personal debt, on a monthly basis, do not exceed 60% of the homeowner's monthly gross income; and

(2) The foreclosure purchaser has not verified reasonable payment ability if the foreclosure purchaser has not obtained documents other than a statement by the homeowner of assets, liabilities, and income.

(d)(1) The foreclosure purchaser shall make a detailed accounting of the basis for the amount of a payment made to the homeowner of a property resold within 18 months after entering into a foreclosure reconveyance agreement, in accordance with (b)(2)(ii) of this section.

(2) The accounting shall be on a form prescribed by the Attorney General in consultation with the Commissioner of Financial Regulation and shall include detailed documentation of expenses and other consideration paid by the foreclosure purchaser and deducted from the resale price.

(e) A bona fide purchaser for value or bona fide lender for value who enters into a transaction with a homeowner or a foreclosure purchaser when a foreclosure consulting contract is in effect or during the period when a foreclosure reconveyance may be rescinded, without notice of those facts, receives good title to the property, free and clear

of the right of the parties to the foreclosure consulting contract or the right of the homeowner to rescind the foreclosure reconveyance.

(f) This subtitle may not be construed to impose any duty on a purchaser, title insurer, or title insurance producer with respect to the application of the proceeds of a sale of property by a foreclosure purchaser.

CREDIT(S)

Added by Acts 2005, c. 509, § 1, eff. May 26, 2005.
MD Code, Real Property, § 7-311, MD REAL PROP § 7-311
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-312

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part III. Foreclosure Purchasers (Refs & Annos)

➡§ 7-312. Reserved

MD Code, Real Property, § 7-312, MD REAL PROP § 7-312
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-313

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part III. Foreclosure Purchasers (Refs & Annos)

➡§ 7-313. Reserved

MD Code, Real Property, § 7-313, MD REAL PROP § 7-313
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, T. 7, Subt. 3, Pt. IV, Refs & Annos

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure

Part IV. Foreclosure Surplus Purchasers

HISTORICAL AND STATUTORY NOTES

2005 Legislation

Acts 2005, c. 509, § 1, added Part IV, Foreclosure Surplus Purchasers.

MD Code, Real Property, T. 7, Subt. 3, Pt. IV, Refs & Annos, MD REAL PROP T. 7,
Subt. 3, Pt. IV, Refs & Annos
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-314

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part IV. Foreclosure Surplus Purchasers (Refs & Annos)

➔§ 7-314. Foreclosure surplus acquisition contracts

(a) Each foreclosure surplus acquisition shall be in the form of a written contract.

(b) Each foreclosure surplus acquisition contract shall:

(1) Contain the entire agreement of the parties;

(2) Be printed in at least 12 point type, in the same language that is used by the homeowner and was used by the foreclosure surplus purchaser and the homeowner to negotiate the sale of the residence in foreclosure;

(3) Be fully completed, dated, and personally signed by the homeowner and the foreclosure surplus purchaser before the statement of account has been referred to the auditor; and

(4) Include:

(i) The name, business address, and telephone number of the foreclosure surplus purchaser;

(ii) The address of the residence in foreclosure;

(iii) The total consideration to be given by the foreclosure surplus purchaser in connection with or incident to the transaction;

(iv) A complete description of the terms of payment or other consideration, including any services of any nature that the foreclosure surplus purchaser represents the foreclosure surplus purchaser will perform for the homeowner before or after the sale; and

(v) The following notice, which shall be printed in at least 14 point boldface type, completed with the name of the foreclosure surplus purchaser, and located in immediate proximity to the space reserved for the homeowner's signature:

"NOTICE REQUIRED BY MARYLAND LAW

If you have any questions about this document, seek legal counsel before signing. This is an important legal contract. Failure to read and understand these documents may cause you to lose valuable rights.

The effect of these documents is that you may lose the equity in your home. This agreement will not stop the foreclosure or get your house back. If you believe the foreclosure sale was improper, you should immediately seek legal advice to determine what objections to ratification or to rescind the order of ratification may be filed.

You may rescind this contract for the sale of your house without any penalty or obligation at any time within 10 days after the auditor states the account of the foreclosure sale. See the attached Notice of Rescission form for an explanation of this right. As part of the rescission, you must repay from the surplus proceeds any consideration received, directly or indirectly, together with an amount for interest calculated at the rate of 8% a year.

(c)(1) The contract shall be accompanied by a completed form in duplicate, captioned "Notice of Rescission".

(2) The Notice of Rescission shall:

- (i) Be on a separate sheet of paper attached to the contract;
- (ii) Be easily detachable; and
- (iii) Contain the following statement printed in at least 15 point type:

"NOTICE OF RESCISSION

..... (Date of contract)

You may rescind this contract for the sale of your house at any time within 10 days after the auditor states the account of the foreclosure sale.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Rescission to (Name of purchaser) at (Address of purchaser, including facsimile and electronic mail) with a copy to the court appointed auditor.

I hereby rescind this transaction.

..... (Date)

..... (Homeowner's signature)".

(d) The foreclosure surplus purchaser shall provide the homeowner with a copy of the contract and the attached Notice of Rescission at the time the contract is executed by all parties.

(e) The contract required by this section survives delivery of any instrument of conveyance of the residence in foreclosure, is binding in the audit, and has no effect on persons other than the parties to the contract.

(f) Any provision in a contract that attempts or purports to waive any of the rights specified in this title, consent to jurisdiction or choice of law in a state other than Maryland, consent to venue in a county other than the county in which the property is located, or impose any costs or filing fees greater than the fees required to file an action in a circuit court, is void.

CREDIT(S)

Added by Acts 2005, c. 509, § 1, eff. May 26, 2005.

MD Code, Real Property, § 7-314, MD REAL PROP § 7-314

Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-315

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part IV. Foreclosure Surplus Purchasers (Refs & Annos)

➡§ 7-315. Right of rescission

(a) In addition to any other right of rescission, a homeowner has the right to rescind any contract with a foreclosure surplus purchaser at any time within 10 days after the statement of audit account of the foreclosure sale.

(b)(1) Rescission occurs when the homeowner delivers, by any means, written Notice of Rescission to the address specified in the contract, with a copy to the auditor. As part of the rescission, the homeowner shall repay any consideration received directly or indirectly, together with interest calculated at the rate of 8% a year.

(2) On receipt of the Notice of Rescission, the auditor shall restate the account. The repayment of consideration and interest by the homeowner shall be incorporated by

the auditor into the revised statement of account filed with the court.

(3) Upon ratification of the amended audit, the attorney named in the mortgage, mortgage assignee for purposes of foreclosure, trustee, or substitute trustee in making distribution of the surplus funds shall comply with the revised court-approved audit.

(c) A Notice of Rescission given by a homeowner need not be in the form provided with the contract and is effective, however expressed, if it indicates the intention of the homeowner to rescind the contract.

(d) The right to rescind may not be conditioned on the repayment of any funds.

(e) Within 10 days after receipt of a Notice of Rescission given in accordance with this section, the foreclosure surplus purchaser shall return, without condition, the original contract and all other documents signed by the homeowner.

CREDIT(S)

Added by Acts 2005, c. 509, § 1, eff. May 26, 2005.

MD Code, Real Property, § 7-315, MD REAL PROP § 7-315
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-316

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part IV. Foreclosure Surplus Purchasers (Refs & Annos)

➔§ 7-316. Reserved

MD Code, Real Property, § 7-316, MD REAL PROP § 7-316
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-317

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part IV. Foreclosure Surplus Purchasers (Refs & Annos)

➔§ 7-317. Reserved

MD Code, Real Property, § 7-317, MD REAL PROP § 7-317
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, T. 7, Subt. 3, Pt. V, Refs & Annos

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure

Part V. Prohibited Acts; Enforcement and Penalties

HISTORICAL AND STATUTORY NOTES

2005 Legislation

Acts 2005, c. 509, § 1, added Part V, Prohibited Acts; Enforcement and Penalties.

MD Code, Real Property, T. 7, Subt. 3, Pt. V, Refs & Annos, MD REAL PROP T. 7,
Subt. 3, Pt. V, Refs & Annos
Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-318

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part V. Prohibited Acts; Enforcement and Penalties (Refs & Annos)

➔§ 7-318. Waiver of rights prohibited

(a) A person may not induce or attempt to induce a homeowner to waive the homeowner's rights under this subtitle.

(b) Any waiver by a homeowner of the provisions of this subtitle is void and unenforceable as contrary to public policy.

CREDIT(S)

Added by Acts 2005, c. 509, § 1, eff. May 26, 2005.

MD Code, Real Property, § 7-318, MD REAL PROP § 7-318

Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-319

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part V. Prohibited Acts; Enforcement and Penalties (Refs & Annos)

➔§ 7-319. Actions by Attorney General

(a) The Attorney General may seek an injunction to prohibit a person who has engaged or is engaging in a violation of this subtitle from engaging or continuing to engage in the violation.

(b) The court may enter any order or judgment necessary to:

(1) Prevent the use by a person of any prohibited practice;

(2) Restore to a person any money or real or personal property acquired from the person by means of any prohibited practice; or

(3) Appoint a receiver in case of willful violation of this title.

(c) In any action brought by the Attorney General under this section, the Attorney General is entitled to recover the costs of the action for the use of the State.

CREDIT(S)

Added by Acts 2005, c. 509, § 1, eff. May 26, 2005.

MD Code, Real Property, § 7-319, MD REAL PROP § 7-319

Current through end of 2006 Regular Session and 2006 First Special Session.

MD Code, Real Property, § 7-320

West's Annotated Code of Maryland [Currentness](#)
Real Property

Title 7. Mortgages, Deeds of Trust, and Vendor's Liens

Subtitle 3. Protection of Homeowners in Foreclosure (Refs & Annos)

Part V. Prohibited Acts; Enforcement and Penalties (Refs & Annos)

➡§ 7-320. Private actions

(a) In addition to any action by the Attorney General authorized under this subtitle and any other action otherwise authorized by law, a homeowner may bring an action for damages incurred as the result of a practice prohibited by this subtitle.

(b) A homeowner who brings an action under this section and who is awarded damages may also seek, and the court may award, reasonable attorney's fees.

(c) If the court finds that the defendant willfully or knowingly violated this subtitle, the court may award damages equal to three times the amount of actual damages.

CREDIT(S)

Added by Acts 2005, c. 509, § 1, eff. May 26, 2005.
MD Code, Real Property, § 7-320, MD REAL PROP § 7-320
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MD Code, Real Property, § 7-321

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➡§ 7-321. Criminal penalties

(a) A person who violates any provision of this subtitle is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 3 years or a fine not exceeding \$10,000 or both.

(b) A person who violates this subtitle is subject to § 5-106(b) of the Courts Article.

CREDIT(S)

Added by Acts 2005, c. 509, § 1, eff. May 26, 2005.
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