

SB0376/340418/1

BY: Environment and Transportation Committee

AMENDMENTS TO SENATE BILL 376  
(Third Reading File Bill)

AMENDMENT NO. 1

On page 1, strike line 3 in its entirety and substitute “Mortgages and Deeds of Trust – Prerequisites to Recording”; in line 5, strike “attorney”; in the same line, strike “or a certification”; in line 6, strike “party” and substitute “person”; strike beginning with “requiring” in line 6 down through “certification” in line 10 and substitute “providing that a deed other than a mortgage, deed of trust, or an assignment or release of a mortgage or deed of trust may not be recorded unless the instrument bears certain certification of preparation; providing that a mortgage, deed of trust, or an assignment or release of a mortgage or deed prepared by any attorney or one of the parties named in the instrument may be recorded without certain certification”; in line 10, after “defining” insert “a”; in line 11, strike “terms” and substitute “term”; and after line 11, insert:

“BY repealing and reenacting, without amendments,  
Article - Real Property  
Section 1-101(a), (c), (d), (e), (h), and (i)  
Annotated Code of Maryland  
(2015 Replacement Volume and 2016 Supplement)”.

AMENDMENT NO. 2

On page 1, after line 19, insert:

“1-101.

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

(Over)

**SB0376/340418/1 Environment and Transportation Committee**  
**Amendments to SB 376**  
**Page 2 of 2**

(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.

(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.”.

On page 2, in line 1, strike “**1.**”; strike beginning with “**THE**” in line 1 down through “**UNDER**” in line 14 and substitute “, **“UNDER**”; strike line 16 in its entirety and substitute “**(II) A DEED OTHER THAN A MORTGAGE, DEED OF TRUST, OR AN ASSIGNMENT OR RELEASE OF A MORTGAGE OR DEED OF TRUST MAY NOT BE RECORDED**”; strike beginning with “**THE**” in line 24 down through “**BY**” in line 25 and substitute “**A MORTGAGE, DEED OF TRUST, OR AN ASSIGNMENT OR RELEASE OF A MORTGAGE OR DEED OF TRUST PREPARED BY ANY ATTORNEY OR**”; and in line 26, after “**INSTRUMENT**” insert “**MAY BE RECORDED**”.