

III. Prerequisites to Recording in the Land Records

A. Documentary Prerequisites

1. Execution:

- (a) Generally – must have the original execution by the grantor
- (b) More original signatures required –
 - (i) Memorandum of Lease – must be "executed by every person who is a party to the lease" [RP § 3-101(e)]
 - (ii) Memorandum of Option – must be "executed by each person who is a party to the option" [RP § 3-101(f)(2)]
- (c) Certified copies –
 - (i) RP § 3-104(e)(1)(last sentence): "After any document has been recorded in one county, a certified copy of the recorded document may be recorded in any other county."

NOTE: This is interpreted as an exception to the need for an original signature – the instrument must still be "otherwise recordable" in the county to which the certified copy is presented. For example, a certified copy of an instrument previously recorded in Frederick County must still meet the requirements of RP § 3-501(b)(2) to be recordable in Montgomery County.

- (ii) RP § 3-104(e)(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."

- (d) Supplemental re-recordings –
 - (i) If any substantive matter is changed and the instrument presented for re-recording, the change must be originally executed, initialed, or otherwise authenticated (and it is a supplemental recording, not a "true" re-recording)
 - (ii) If any item is added to an instrument and it is presented for re-recording, the added item must be originally executed, initialed, or otherwise authenticated either by (1) the party required to sign or initial the item if it had been originally included, or (2) all parties to the instrument being re-recorded with the additional attachment (and, in either event, it is a supplemental recording, not a "true" re-recording)

See, e.g., Memorandum of Advice from Julia M. Freit, Asst. Att'y Gen., to all Clerks of the Circuit Courts (April 12, 1991); Memorandum of Advice from Julia M. Freit, Asst. Att'y Gen., to all Clerks of the Circuit Courts (Dec. 19, 1990)

- (e) Financing Statements – no signatures required [see CL § 9-509]

- 2. Legal description and/or prior recording references: Every instrument presented for recording in the Land Records must either:
 - (a) contain a description of real property located within the jurisdiction (but note that "all of John Doe's real property located in Such-and-Such County" is a valid description of real property); or
 - (b) if a supplemental instrument, contain references to all prior recordings in the jurisdiction which the instrument supplements (by book/page, liber/folio, etc., as applicable in such jurisdiction)

3. RP § 3-104(e)(1) – Physical Requirements:

- (a) Requirements for which failure to satisfy causes rejection of the document – "no instrument on which a rider has been placed or attached in a manner obscuring, hiding, covering any other part of the instrument may be offered or received for record"
- (b) Requirements for which failure to satisfy causes trebling of the RP 3-601 recording fee for the document –
 - (i) Excluding manuscript covers or backs customarily used, printed instruments must be in at least 8-point type, in black letters, and on white paper of sufficient weight and thickness so as to be clearly readable
 - (ii) Excluding manuscript covers or backs customarily used, typewritten instruments must be in black letters, in not less than elite type, and upon white paper of sufficient weight and thickness so as to be clearly readable
 - (iii) If an instrument cannot be readily scanned (but not for the reason in item (a) above), in addition to the trebling of the recording fee, there must also be an affidavit (in black type on white paper) attached to and incorporated into the document stating: (1) the kind of instrument, (2) the date of the instrument, (3) the parties to the instrument, (4) a description of the property, and (5) all other [reasonably] pertinent data.

4. RP § 3-104(f)(1) – Certificate of Preparation:

- (a) "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."
- (b) Required to be included within each deed (here meaning any instrument that conveys an interest in, or appurtenant to, real property), each mortgage, and each deed of trust [*note: mortgage and deed of trust are already included in the definition of "deed" under RP § 1-101(c), so listing them separately in RP § 3-104(f)(1) is redundant*]

- (c) Provides for two very different kinds of certifications:
 - (i) Attorney's Certification – Must be executed by an attorney admitted to the practice of law in the State of Maryland; Can be executed by one attorney to state that another attorney prepared or supervised the preparation of the instrument (such as when a law partner dies and a surviving partner certifies the preparation of an instrument)
 - (ii) Party's Certification – Must be executed by a party to the instrument, not an agent (but if a party is a legal entity, execution "by" such party would be done by an officer, member, general partner, or other person authorized to sign for such party – but such person executing must clearly be signing on behalf of the legal entity, rather than personally [see Memorandum of Advice from Julia M. Freit, Asst. Att'y Gen., to all Clerks of the Circuit Courts (Jan. 4, 1991)])
- (d) This requirement does not apply to assignments or releases of mortgages or deeds of trust (even if in the form of a deed of assignment or release) [see Memorandum of Advice from Julia M. Freit, Asst. Att'y Gen., to all Clerks of the Circuit Courts (March 21, 1991)]
- (e) "Certification" does not require that the statement be under oath – but a statement signed by a notary public, declaring that a proper party (an attorney or a party to the instrument) came before the notary and made the required statements under oath to the notary, would satisfy the requirement of RP § 3-104(f)(1) in lieu of a statement signed by such party directly [see Memorandum of Advice from Julia M. Freit, Asst. Att'y Gen., to all Clerks of the Circuit Courts (Jan. 4, 1991)]
- (f) For additional information regarding the history of the Certificate of Preparation, please see the Memorandum of Advice from Julia M. Freit, Asst. Att'y Gen., to all Clerks of the Circuit Courts (Jan. 5, 1998)

5. Statement of Consideration Payable / Debt Incurred.

(a) Statement of Consideration Payable –

TP § 12-104(a) –

[T]he consideration payable, including the amount of any mortgage or deed of trust assumed by the grantee . . . shall be described in:

- (1) the recitals or the acknowledgment of the [instrument that conveys title to or creates or gives notice of a security interest in real property, or creates or gives notice of a security interest in personal property]; or
- (2) an affidavit under oath that accompanies the instrument of writing and that is signed by a party to the instrument of writing or by an agent of a party.

TP § 13-204 –

The consideration payable shall be described in:

- (1) the recitals or the acknowledgment of the [instrument that conveys title to, or a leasehold interest in, real property]; or
- (2) a statement under oath that accompanies the instrument of writing and that is signed by a party to the instrument or by an agent of a party.

(b) Statement of Debt Incurred –

TP § 12-104(a) –

[T]he principal amount of the secured debt incurred shall be described in:

- (1) the recitals or the acknowledgment of the [instrument that conveys title to or creates or gives notice of a security interest in real property, or creates or gives notice of a security interest in personal property]; or
- (2) an affidavit under oath that accompanies the instrument of writing and that is signed by a party to the instrument of writing or by an agent of a party.

RP § 7-102(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 re-advanced.
- (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.

6. RP § 3-104(f)(6) – Deeds of Certain Easements: "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 [i] an accurate and definite description as well as [ii] a reference to the liber and folio where the servient [burdened] land was granted and a recitation of the grantors, grantees, and the date of the reference deed."

7. Satisfaction of TG § 10-912: see Part IV-A & B

8. Special local documentary requirements:

(a) Anne Arundel County – Must have the tax account number, the grantee's name(s), and the address for mailing future property tax bills typed or printed on the back of each deed

(b) Baltimore City – All documents must have a 4" blank margin at the bottom of the last page, or an additional blank page will be added (and recording fees adjusted accordingly, if applicable)

All documents must have either (i) the property address, or (ii) a legal description of the property

(c) Howard County – Each instrument must bear a notation of the recording fees and taxes applicable thereto (or, with multiple documents, a cover letter may be submitted that lists the recording fees and taxes for each document separately)

- (d) Montgomery County – "No Consideration Deeds" must have the applicable form of county-required "no consideration" affidavit attached, or it will be taxed based on the full assessed value for the property

RP § 3-501(b) requires that all instruments recorded in Montgomery County (except (1) contracts for conveyance of real property, (2) leases for 7 years or less, (3) judgment liens, (4) real property tax liens, and (5) claims of the United States not subjected to state recording requirements) must be legible and must contain the following information:

- (i) the parcel identifier assigned by the County (this is critical because, unlike all other jurisdictions, the parcel identifier index is the controlling index – not the grantor/grantee index);
- (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 it has one;
- (v) The full name and address of each party to the instrument and the nature of each party's interest; and
- (vi) The name of any title insurer insuring the instrument.

- (e) Prince George's County – Every deed must state the election district of the property [RP § 3-104(f)(2)]

Every deed must have the names and addresses of all grantors and grantees on the first page

- (f) Talbot County – Every instrument recorded must 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 and character of the instrument." [RP § 3-104(f)(3) – *note, however, that this requirement is no longer enforced because Talbot County has changed to electronic recording*]

9. Financing Statements:

- (a) Pursuant to CL § 9-501(a), financing statements that are intended to perfect a security interest in as-extracted collateral (oil, gas, and minerals, or accounts receivable for the sale thereof at the wellhead or minehead), timber to be cut, or goods that are or are to become fixtures must be recorded in the Land Records (except that CL § 9-501(b) provides that a financing statement intended to perfect a security interest in any collateral, including fixtures, of a transmitting utility must be filed at SDAT)
- (b) Pursuant to CL § 9-102(a)(40), the term "fixture filing" is used to describe a financing statement that covers goods that are or are to become fixtures
- (c) Pursuant to CL § 9-502(c), a mortgage or deed of trust that meets the requirements listed in CL § 9-502(c) acts as financing statement to perfect security interests in as-extracted collateral, or goods that are or are to become fixtures

- (d) If a financing statement is going to be filed in the Land Records as a fixture filing or to cover as-extracted collateral or timber to be cut, pursuant to CL § 9-502(b) it must:
- (i) Provide the name of the debtor;
 - (ii) Provide the name of the secured party or a representative of the secured party;
 - (iii) Indicate the collateral covered by the financing statement (which must include as-extracted collateral, timber to be cut, and/or goods that are or are to become fixtures);
 - (iv) Indicate that it covers as-extracted collateral, timber to be cut, and/or goods that are or are to become fixtures [redundant to item (iii) above];
 - (v) Indicate that it is to be recorded in the Land Records;
 - (vi) Provide a description of the real property to which the collateral is related;
 - (vii) If the debtor does not have an interest of record in the real property, provide the name of the record owner(s) [and then the financing statement should be indexed with both the debtor(s) and the record owner(s) as the "grantors" in the grantor index]; and
 - (viii) State whether the filing is or is not subject to recordation tax and, if recordation tax is payable, disclose the principal amount of debt initially incurred¹

¹ See also TP § 12-104(b) which provides that "Security agreements [which, pursuant to TP § 12-101(e)(2) includes financing statements] filed in accordance with [CL] § 9-502 are governed by the requirements of that section and not by subsection (a) [the basic statement of consideration / debt requirements] of this section."

10. Memoranda of Leases:

- (a) Pursuant to RP § 3-101(e), in lieu of recording a lease [see *RP § 3-101(a), (c) & (d)*], a memorandum of the lease may be recorded and the recording of such memorandum has the same effect as if the lease itself had been recorded
- (b) As noted above in Item III-A-1(b)(i), a memorandum of lease must be executed by every person who is a party to the lease

NOTE: generally, execution by an agent on behalf of a party to the lease would not be sufficient, but a person executing on behalf of another person under authority of a power of attorney is viewed the same as if the other person had directly executed the instrument (original power of attorney must be shown to recording clerk, but would not be the kind of power of attorney recordable under RP § 4-107)

- (c) A memorandum of lease must contain at least the following information with respect to the lease:
 - (i) the name(s) of the lessor(s) and the name(s) of the lessee(s);
 - (ii) any addresses of the parties set forth in the lease;
 - (iii) a reference to the lease, with its date of execution;
 - (iv) a description of the leased premises in the form contained in the lease;
 - (v) the term of the lease, with the date of commencement and the date of termination of the term; and
 - (vi) 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 required under (v) or (vi) is unknown, then the memorandum of lease shall contain the formula from which the date is to be computed

- (d) When a memorandum of lease is presented for recording, the lease must be submitted with it (for the purpose of determining and collecting whether subject to any recording taxes) – for identification purposes, the clerk stamps the lease as the one submitted

11. Memoranda of Options:

- (a) Pursuant to RP § 3-101(f), in lieu of recording an option agreement [*which is actually recordable under RP § 3-102(a)(1), not RP § 3-101*], a memorandum of the option may be recorded and the recording of such memorandum has the same effect as if the option itself had been recorded
- (b) "Option" includes any agreement or contract creating:
 - (i) an option² with respect to the purchase, lease, or grant of property; or
 - (ii) a right of first refusal,³ a right of first offer, or similar right, with respect to the purchase, lease, or grant of property
- (c) As noted above in Item III-A-1(b)(ii), a memorandum of option must be executed by every person who is a party to the option

NOTE: generally, execution by an agent on behalf of a party to the option would not be sufficient, but a person executing on behalf of another person under authority of a power of attorney is viewed the same as if the other person had directly executed the instrument (original power of attorney must be shown to recording clerk, but would not be the kind of power of attorney recordable under RP § 4-107)

² "Option" is defined in Black's Law Dictionary as a right, but not the obligation, to elect to exercise a privilege or accept an offer (which right was granted for consideration).

³ "Right of first refusal" is defined in Black's Law Dictionary as a right, but not the obligation, to elect to purchase property from a seller on terms offered by a third party on which terms the seller would sell to the third party (which right was granted for consideration). For example, A grants a right of first refusal to B for which B pays A consideration. A receives an offer from C to buy A's property. Before A may accept C's offer, A must notify B of C's terms and give B the opportunity to purchase the property on such terms.

- (c) A memorandum of option must contain at least the following information with respect to the option:
- (i) the names 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 by the option;
 - (vi) if stated in the option, 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) the option may be extended or renewed, and any date on which the right of extension or renewal is exercisable

If any date required under (vi) or (vii) is unknown, then the memorandum of option shall contain the formula from which the date is to be computed

- (d) When a memorandum of option is presented for recording, the option does not have to be submitted with it
- (e) A memorandum of option disclosing "an option agreement for the purchase of real property" is exempt from recordation and state transfer taxes pursuant to TP § 12-108(s) and TP § 13-207(a)(12), respectively

B. Procedural Prerequisites

1. Instruments transferring title. For any instrument that transfers title and/or effects a change in ownership on the real property tax records of SDAT (*i.e.* deeds, other than deeds of easements), one must first:
 - (a) Municipal and special taxes, assessments and charges. Pay municipal and special taxes, assessments and charges as follows –
 - (i) Allegany County – pay outstanding water bills owed to Cumberland, Frostburg, or the Allegany County Sanitary Commission
 - (ii) Anne Arundel County – pay all outstanding municipal taxes and charges, including water bills, if property is in City of Annapolis (Anne Arundel County Code Art. 4, § 1-101 – "Sixth Assessment District")
 - (iii) Carroll County – obtain a "lien release" for taxes and water bills if the property is within one of the following municipalities: Hampstead, Manchester, Mt. Airy, New Windsor, Sykesville, Taneytown, Union Bridge, or Westminster

- (iv) Cecil County – Except as provided in RP § 3-104(c)(1)⁴ with respect to personal property taxes, RP § 3-104(b)(3)⁵ applies to property in: Cecilton, Charlestown, Chesapeake City, Elkton, North East, Perryville, Port Deposit, or Rising Sun

⁴ RP § 3-104(c)(1) provides:

- (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.

⁵ RP § 3-104(b)(3) provides:

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.

(v) Charles County – Except as provided in RP § 3-104(c)(1) with respect to personal property taxes, RP § 3-104(b)(3) applies to property in: La Plata or Indian Head; subject to RP § 3-104(c)(2)⁶

(vi) Dorchester County – Except as provided in RP § 3-104(c)(1) with respect to personal property taxes, RP § 3-104(b)(3) applies to property in: Brookview, Cambridge (plus property adjacent to Cambridge that is hooked up to Cambridge water/sewer service), Church Creek, East New Market, Eldorado, Galestown, Hurlock, Secretary, or Vienna; subject to RP § 3-104(c)(2)

(vii) Frederick County – pay all outstanding municipal taxes and charges, including water bills, if property is in City of Frederick

if property is in Frederick County and serviced by county water and sewer, must submit deed to County Division of Utilities and Solid Waste Management to confirm water/sewer bills paid up

if transferred property is a subdivision of a larger tract, must pay all outstanding public taxes, assessments and charges due on the larger tract and have the municipal tax collector show that all such taxes have been paid by endorsing the deed [RP § 3-104(f)(5)]

⁶ RP § 3-104(c)(2) provides:

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.

- (viii) Harford County – Except as provided in RP § 3-104(c)(1) with respect to personal property taxes, RP § 3-104(b)(3) applies to property in: Aberdeen, Bel Air, or Havre de Grace; subject to RP § 3-104(c)(2)
- (ix) Howard County – Except as provided in RP § 3-104(c)(1) with respect to personal property taxes, RP § 3-104(b)(3) applies in Howard County, but municipal taxes and charges collected by county fiscal office; subject to RP § 3-104(c)(2)
- (x) Kent County – Except as provided in RP § 3-104(c)(1) with respect to personal property taxes, RP § 3-104(b)(3) applies to property in: Betterton, Chestertown, Galena, Millington, or Rock Hall; subject to RP § 3-104(c)(2)
- (xi) Montgomery County – if property is in any incorporated town, must determine if a special improvement assessment is due; all other town taxes are collected by the county fiscal office, except in Glen Echo, Laytonsville, Poolesville, Takoma Park, or Washington Grove
- (xii) Queen Anne's County – Except as provided in RP § 3-104(c)(1) with respect to personal property taxes, RP § 3-104(b)(3) applies to property in: Barclay, Centreville, Church Hill, Millington, Queenstown, or Sudlersville
- (xiii) St. Mary's County – RP § 3-104(b)(3) applies to property in: Leonardtown (water bill); subject to RP § 3-104(c)(2)
- (xiv) Somerset County – Except as provided in RP § 3-104(c)(1) with respect to personal property taxes, RP § 3-104(b)(3) applies to property in: Crisfield or Princess Anne

(xv) Wicomico County – pay all outstanding municipal taxes and charges, including water bills, if property is in (and transfer on the books of): Delmar, Fruitland, Hebron, Mardella, Pittsville, Salisbury, Sharptown, or Willards

(xvi) Worcester County – pay all outstanding municipal taxes and charges, including water bills, if property is in (and transfer on the books of): Berlin, Ocean City, Pocomoke City, or Snow Hill

if property is within a county sanitary district, the deed must be marked by the Worcester County Sanitary Commission to indicate that all sanitary assessments and charges have been paid [RP § 3-104(f)(4)]

(b) County taxes, assessments and charges. Except as provided in RP § 3-104(c)(1)⁷ with respect to personal property taxes, except as provided in RP § 3-104(c)(4)⁸ with respect to transfers by assumption in July, August or September (with proof of an escrow for real property taxes), except as provided in RP § 3-104(c)(5)⁹ with respect to semiannual payments of real property taxes, and except as provided

⁷ See note 2 above.

⁸ RP § 3-104(c)(4) provides:

(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.

⁹ RP § 3-104(c)(5) provides:

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.

in RP § 3-104(c)(2)¹⁰ or (3),¹¹ pay county taxes, assessments and charges in accordance with RP § 3-104(b)(1) & (2)¹² –

(i) "Lien Certificate," "Lien Sheet," or similar required in the following jurisdictions:

- (1) Baltimore City – \$55 and is valid for 45 days from date of issue
- (2) Baltimore County – \$40 and is valid for 45 days from date of issue
- (3) Caroline County – obtain "tax letter" from County Treasurer's Office
- (4) Carroll County – \$25 (or \$30 if property is connected to county water/sewer service) and is valid for 45 days from date of issue

¹⁰ See note 4 above.

¹¹ RP § 3-104(c)(3) provides:

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.

¹² RP § 3-104(b)(1) & (2) provide:

- (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.

- (5) Frederick County – obtain "tax status report" from County Treasurer's Office [see *also* item (iv) of this section below]
 - (6) Harford County – \$50
 - (7) Howard County – \$20
 - (ii) "Lien Certificate," "Lien Sheet," or similar is optional, but preferred, in the following jurisdictions:
 - (1) Anne Arundel County – costs \$25
 - (2) Montgomery County – costs \$3
 - (iii) In other counties, must obtain endorsement of county fiscal office on the deed to show that the taxes have been paid as required.
 - (iv) In Frederick County, if transferred property is a subdivision of a larger tract, must pay all outstanding public taxes, assessments and charges due on the larger tract and have the municipal tax collector show that all such taxes have been paid by endorsing the deed [RP § 3-104(f)(5)]
2. Agricultural transfer taxes. If applicable, pay agricultural transfer taxes to SDAT and/or the county.¹³

¹³ These materials do not address the imposition, calculation or collection of agricultural transfer taxes.

3. Payment of document excise taxes if collected by county. If collected by the county fiscal office, pay recordation tax [see Part VI] and/or county transfer tax [see Part VIII].

(a) As of December 1, 2004, the county fiscal office of the following jurisdictions collects the recordation tax:

Baltimore County	Frederick County
Carroll County	Montgomery County
Charles County	Prince George's County

(b) As of December 1, 2004, the county fiscal office of the following jurisdictions collects the county transfer tax:

Baltimore City	Montgomery County
Baltimore County	Prince George's County
Harford County	Worcester County

(c) As of December 1, 2004, Cecil County imposes a flat \$10 fee for any instrument that transfers title to property, to be paid to the Board of County Commissioners. [Cecil County Code § 95-1]

4. Transfer on SDAT assessment books. For any instrument that transfers title and/or effects a change in ownership on the real property tax records of SDAT (*i.e.* deeds, other than deeds of easements), one must either:

(a) Transfer on SDAT assessment books by mailing or personally delivering the deed to the local SDAT office (and obtaining such office's endorsement that the property has been so transferred on the books)

- or -

(b) Provide a "complete" intake sheet, a copy of the deed, and a copy of any survey accompanying the deed

(i) Currently, this alternative to the local SDAT office is only available in the following jurisdictions:

Baltimore County	Howard County
Carroll County	Montgomery County
Cecil County	Prince George's County
Charles County	St. Mary's County
Dorchester County	Washington County
Harford County	Worcester County

On July 1, 2005, this alternative will become available in every jurisdiction, and will be the preferred method of transferring property on SDAT's books. Prior to July 1, 2005, it is planned that § 3-104(a)&(g) will be clarified to provide that a Clerk should reject a deed or other instrument of transfer if it is not either accompanied by a complete intake sheet or endorsed by SDAT. (For other instruments, the intake sheet will remain effectively optional under state law [RP § 3-104(g)(6)], but county codes may make them mandatory for all instruments.)

5. Recording with clerk. If all prior steps have been satisfied and all documentary prerequisites are met, then the instrument may be presented to the Clerk for recording. In addition to the withholding payment required by TG § 10-912, if applicable [see Part IV], one must pay to the Clerk the applicable recording fee and surcharge [see Part V], any applicable recordation tax (unless collected by the county fiscal office) [see Part VI], any applicable state transfer tax [see Part VII], and any applicable county transfer tax (unless collected by the county fiscal office) [see Part VIII]

(a) As of December 1, 2004, the Clerk of the Circuit Court for the following jurisdictions collects the recordation tax:

Allegany County	Howard County
Anne Arundel County	Kent County
Baltimore City	Queen Anne's County
Calvert County	St. Mary's County
Caroline County	Somerset County
Cecil County	Talbot County
Dorchester County	Washington County
Garrett County	Wicomico County
Harford County	Worcester County

(b) As of December 1, 2004, the Clerk of the Circuit Court for the following jurisdictions collects the county transfer tax:

Allegany County	Kent County
Anne Arundel County	Queen Anne's County
Caroline County	St. Mary's County
Dorchester County	Talbot County
Garrett County	Washington County
Howard County	

- (c) As of December 1, 2004, the following jurisdictions do not impose any county transfer tax:

Calvert County

Frederick County

Carroll County

Somerset County

Charles County

Wicomico County