



New England Regional Midweek Update
9/23/2026

Dear Partners,

This week's newsletter focuses on releases of recorded, re-recorded or modified mortgages recorded in the Connecticut land records and the impact on title. We also feature a recent New Hampshire Supreme Court case dealing with appurtenant easements and the effect of a release of easement.

In addition, we are highlighting Stewart's new rate calculator which is available to quote rates in both Connecticut and Massachusetts and providing information on the latest ConnectClose updates. We hope these insights help you stay informed, identify emerging risks, and continue delivering exceptional service to your clients.



Releases of Corrected, Re-Recorded or Modified Mortgages By:
David M. Piechota, Esq. Underwriting Counsel

When is a mortgage release good enough? When reviewing mortgage releases, it is important to recognize that a release may be effective even when it does not reference every related mortgage instrument of record.

Title examiners frequently encounter situations where a mortgage has been corrected, re-recorded, or modified, but the release references only one of the related instruments. The following principles may assist in determining whether the mortgage has been effectively released:

- **Corrective or Modified Mortgages Securing the Same Debt**
 1. When a later-recorded mortgage is intended to correct or modify a previously recorded mortgage securing the same indebtedness, a release of the later mortgage is generally sufficient to release both mortgages.
 2. However, a release that references only the earlier mortgage is not necessarily sufficient to release the later corrective mortgage.
- **Re-Recorded Mortgages Correcting Execution, Attestation or Acknowledgment Defects**
 1. If a mortgage is re-recorded to correct deficiencies in execution, attestation, or acknowledgment, a release referring to either the original mortgage or the corrected mortgage is generally sufficient to release both instruments.

- Duplicate Re-Recordings
 1. Where a mortgage is obviously re-recorded and no substantive differences exist between the original and later recordings, a release identifying either recording is generally sufficient to discharge both.
- Mortgage Modification Agreements
 1. A release referencing the original mortgage is generally sufficient to release the mortgage as modified.
 2. A release referencing only the modification agreement may also be sufficient to release the underlying mortgage, absent evidence that the mortgagee intended otherwise.

When examining releases associated with corrected, re-recorded, or modified mortgages, the absence of references to every related instrument does not necessarily create a title issue. Review the recorded documents carefully to determine whether the release effectively discharges the underlying indebtedness and related mortgage instruments.

For questions regarding specific transactions, please contact your Stewart Underwriting Counsel.



NH Supreme Court Upholds Parking Easement Despite Recorded Release By: Michelle Radie-Coffin, Esquire, New Hampshire State Manager and Associate Senior Underwriting Counsel

In McCann v. Bower, No. 2025-0230 (N.H. Aug. 14, 2026), the New Hampshire Supreme Court affirmed a Superior Court ruling that a residential lot in Allenstown holds a valid parking easement over its neighbor's property. This decision is relevant and important because the easement survived a recorded release, a claimed merger of title, and the servient owners' argument that they bought without notice.

The facts

Patricia Hill once owned a single parcel with three residential buildings arranged in a "U" around a shared driveway and parking area (Lot 42). In 1999, she obtained planning board approval for a lot line adjustment plan that eliminated Lot 42 and absorbed most of it, including the parking area, into Lot 43. The plan stated that the parking area was to be common parking for all the parcels and that Lots 41, 43, and 44 were to have deeded access to it.

Hill then deeded Lots 43 and 44 to herself. The Lot 43 deed was made subject to common parking rights, and the Lot 44 deed granted an easement for residents to park up to two vehicles on the former Lot 42. In 2003, Hill conveyed both lots to B-Marc Rentals LLC with the same easement language. A few months later, B-Marc transferred Lot 44 to its managing member, Marc Grenier, individually, and that deed also included the two-vehicle easement and referenced the plan.

In 2004, after it no longer owned Lot 44, B-Marc recorded a "partial release of easement" purporting to discharge Lot 44's parking rights over Lot 43.

Both lots changed hands several times afterward. In 2020, the Bowers bought Lot 43 by a deed made subject to the plan and to the parking rights reserved for Lots 41 and 44. James McCann bought Lot 44 two months later by a deed that included the two-vehicle easement. When a dispute arose over parking, McCann sued for an injunction.

The court's reasoning

Unity of title and when the easement was created. The court agreed with the trial court that Hill's deeds to herself and to B-Marc did not create an easement, because a landowner cannot hold an easement over his or her own property. The easement came into existence only in 2003, when B-Marc conveyed Lot 44 to Grenier and severed common ownership. The Bowers argued that an easement destroyed by merger is not revived when the lots are later separated. The court rejected this. There was no existing easement to extinguish. The earlier common ownership simply meant the easement language had no effect until the Grenier deed created a new easement.

Appurtenant, not personal. The Bowers argued that the Grenier deed granted at most a license or an easement in gross. The court disagreed. It relied on the deed's express grant to the residents, owners, or occupants of the Lot 44 building, its reference to the plan, and New Hampshire's longstanding rule of construction favoring appurtenant easements. The deed created a dominant estate (Lot 44) and a servient estate (Lot 43), which is the hallmark of an appurtenant easement that runs with the land.

The release was ineffective. This is the key point for title agents. B-Marc's 2004 release was recorded, but B-Marc no longer owned Lot 44 when it signed it. Only the owner of the dominant estate can release an appurtenant easement, so B-Marc could not take back what it had already granted to Grenier. The court also upheld the trial court's refusal to reform the deeds. The Bowers had raised reformation orally during trial, and the record contained no evidence of the parties' intent beyond the recorded instruments.

Notice and chain-of-title defects. The court held that the Bowers could not claim bona fide purchaser status because their own deed expressly referenced the parking rights. It also rejected challenges to Grenier's authority to sign for B-Marc, noting that the deed recited he was duly authorized and nothing in the record contradicted that. The court pointed out that RSA 477:16 validates deeds with certain technical defects ten years after recording.

Standing and remedy. As owner of the dominant estate, McCann had standing even though his tenants, not he, occupy the property. The injunction was upheld, though the trial court allowed the Bowers to adopt reasonable rules governing the parking.

Practical takeaway

A recorded release is only as good as the authority of the person who signed it. When an examiner finds a release of an appurtenant easement, the examiner should confirm that the grantor owned the dominant estate on the date of execution, not just at some point in the chain.

Easement language in deeds between commonly owned parcels may lie dormant rather than disappear. When common ownership ends, a deed that repeats the language can

create an enforceable easement. Examiners should watch for this pattern, especially in transfers between an LLC and its members or other related parties.

Plan notes and "subject to" clauses carry real weight. The recorded lot line adjustment plan and the servient owners' own deed were central to the outcome and defeated the Bowers' lack-of-notice argument.

Finally, the ten-year curative provision in RSA 477:16 may limit later challenges to older conveyances based on technical defects.

For the full case, visit this link [McCann v. Bower](#) and for any questions regarding this order please reach out to your NH underwriters.



Stewart Premium and Fee Calculator for Connecticut

We are excited to announce the release of the new Stewart Premium and Fee Calculator for Connecticut. You can access the calculator through this link:

<https://stewartpremiumfeecalculator.com/CT>

The calculator allows users to calculate premiums for residential and commercial property types, and cash, mortgage and refinance transaction types in addition to associated endorsements to owners and loan policies. Once calculated, a shareable quote can be generated.

Connecticut is the second New England state to have access to this new calculator. The calculator is available for rate calculations for Massachusetts policies as well, and can be accessed via the same link above.



In Case You Missed It

ConnectClose Newsletter

ConnectClose is Stewart's proprietary software designed exclusively for New England based agents and is currently available to agents in Connecticut, Massachusetts, Maine, New Hampshire and Rhode Island. To keep users up-to-date with new features, monthly ConnectClose newsletters are now being distributed. In case you missed the most recent issue, follow this [link](#) to download. If you aren't receiving the newsletter, reach out to your Stewart Account Representative to make sure you are on the distribution list.

If you want more information on [ConnectClose](#), contact your Stewart Account Representative.



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