



Dear Stewart Partners,

We hope you have been able to soak up the occasional, beautiful summer day. Though there may be partiality, being in New England during this season is an absolute delight; the only regret is that it's fleeting.

In this Mid-Week Update, we are highlighting the much-anticipated passage of New Hampshire's obsolete mortgage legislation. In addition, we are providing a focused overview of joint tenancy in relationship to mortgages, leases, attachments of or liens in Connecticut.

We hope this information proves useful and, as always, we are happy to answer any questions you may have on these topics.



House Bill 437 An Act Providing Specific Curative Measures for Undischarged Mortgages By: Michelle Radie-Coffin, Esq., New Hampshire State Counsel

On July 7, 2025, New Hampshire Governor Kelly Ayotte signed into law a bill aimed at finally addressing the problem of obsolete mortgages burdening property owners.

This new law provides crucial relief for consumers grappling with:

- Undischarged Mortgages: Cases where older mortgages, despite being paid off, remain on the record without a formal discharge.
- Incorrectly Discharged Mortgages: Situations where a mortgage was discharged, but the discharge itself had errors, causing a continued cloud on the title.

Previously, these issues often caused significant headaches for New Hampshire property owners, including:

- Delays or cancellations of property sales.
- Expensive legal battles to "quiet title" and resolve the title defect.

Title searches for transactions often revealed these undischarged mortgages, forcing delays to correct the title defect and potentially leading to:

- Buyer complications with rate locks and increased expenses.
- Frustration and added costs for realtors, lenders, and all parties involved.

Before the enactment of the new legislation, if obtaining a discharge or assignment wasn't possible due to missing records or the mortgage holder no longer existing, the only option was a costly court action to quiet the title, potentially ranging from \$5,000 to \$10,000. The cloud on the title could even jeopardize the sale itself due to delays in removing the defect from title.

This new law is a long-overdue consumer protection measure that addresses these challenges. You can find the specific language of the new law regarding obsolete mortgages below.

Important Note: This law does not take effect until January 1, 2028, a timeline agreed upon by the bill's supporters to allow lenders to make necessary adjustments. As part of this new law, RSA 479:28 has been amended and RSA 479:29 has been repealed entirely.

If you have any questions, please contact your New Hampshire State Counsel.

479:28 Void Unless Continued.

1. From and after January 1, 2028, all undischarged mortgages in which the term or maturity date is not stated shall be deemed discharged without the necessity of any further action 35 years from the date of recording of the mortgage, unless an extension of the mortgage, or an acknowledgment or affidavit that the mortgage is not satisfied, is recorded before the expiration of the said 35-year period.
2. From and after January 1, 2028, all undischarged mortgages in which the term or maturity date is stated shall be deemed discharged without the necessity of any further action 5 years from the expiration of the term or the maturity date, unless an extension of the mortgage, or an acknowledgment or affidavit that the mortgage is not satisfied, is recorded before the expiration of the term or maturity date.
3. All extensions, agreements, affidavits, and acknowledgments shall be executed by the mortgagor or mortgagor's heirs, successors or assigns and mortgagee or assignee of record and recorded in the registry of deeds in the county where the land lies. If an extension of the mortgage or an acknowledgment or affidavit that the mortgage is not satisfied is so recorded, such undischarged mortgage shall be deemed discharged without the necessity of any further action 5 years from the expiration of the extension period if stated therein or 5 years from the date of recording of such extension, acknowledgment or affidavit if no extension period is stated therein. Upon the expiration of the applicable time periods provided herein, the undischarged mortgage shall be treated as if it had been properly discharged by the record holder thereof.

RSA 479:29, relative to exceptions for limitations on undischarged mortgages, is repealed.



Understanding Joint Tenancy in Connecticut: An Overview of Connecticut General Statutes Section 47-14e through 14f By: David M. Piechota, Esq., Connecticut Underwriting Counsel

This is the third installment in our ongoing series examining Connecticut General Statutes 47-14 through 47-14k. This week's update provides a focused overview of joint tenancy in

Connecticut, specifically as outlined in **Connecticut General Statutes §§ 47-14e through 47-14f**. In this article, we focus on C.G.S. Section 47-14e and 47-14f, with more insights to come in future issues covering General Statutes Sections 47-14g through 47-14k.

Connecticut law provides detailed statutory guidance regarding the creation, modification, and severance of joint tenancies. The statutes discussed below are essential to understanding how joint ownership can be affected by mortgages or leases executed by one or more joint tenants and the effect of attachments of or liens involving one or more joint tenants.

Sec. 47-14e. Mortgage or lease by joint tenants. A mortgage or lease executed by all of the joint tenants does not sever the joint tenancy but is valid according to its terms against the joint tenants and the survivor or survivors of them. A mortgage or lease executed by less than all of the joint tenants is a severance only to the extent that, upon the death of any joint tenant joining in the mortgage or lease, the mortgage or lease will continue to encumber the interest accruing to the surviving joint tenant or tenants by reason of that death.

Section 47-14 e addresses the effect of a grant of a mortgage or lease by all or some of the joint tenants. In practical terms, a mortgage or lease granted by all co-tenants encumbers the entire property interest but does not sever the joint tenancy. Conversely, a mortgage or lease granted by fewer than all of the joint tenants affect only the granting tenant's interest and does not sever the joint tenancy during their lifetime. Upon the death of the granting joint tenant, their formerly held interest—now vested in the surviving joint tenant(s)—remains subject to the existing encumbrance.

By way of example: If A and B own the property as joint tenants in equal shares, and only B mortgages his/her interest in the property, the mortgage encumbers B's one-half interest and does not sever the joint tenancy. If B later dies with the mortgage still outstanding, A will succeed to B's interest as the surviving joint tenant, but the one-half interest formerly held by B remains subject to the mortgage.

By way of further example: If A, B and C own the property as joint tenants in equal shares, and only A mortgages his/her interest in the property, the mortgage encumbers A's one-third interest and does not sever the joint tenancy. If A later dies with the mortgage still outstanding, B and C will succeed to A's interest as the surviving joint tenants, but the one-third interest formerly held by A remains subject to the mortgage.

Sec. 47-14f. Attachment of or lien on tenant's interest. During the life of any joint tenant his interest may be attached, made subject to a mechanic's lien, judgment lien or other lien authorized by law, or sold on execution, all in the same manner as if he held his interest as a tenant in common; provided, upon the death of any joint tenant owning that interest, the attachment or lien or execution, unless and until it becomes invalid or unenforceable for some reason other than that death, shall likewise continue valid and enforceable against that interest as and when it accrues to the surviving tenants or tenant by reason of that death, but it shall not otherwise affect the rights or interests of any of the joint tenants, nor prevent any severance from being effected by any appropriate act pertaining to the interest of any of the joint tenants.

Section 14-14f addresses certain involuntary transfers and liens recorded against a joint tenant's interest. The statute provides that a creditor can attach or lien a joint tenant's

interest in the same way the creditor can encumber an interest held by a tenant in common. The recording of an attachment or lien against one of the joint tenants does not sever the tenancy and affects only the interest against which the lien is filed, the same way as a voluntary encumbrance. The lien will continue to encumber the deceased tenant's interest if that joint tenant dies, and that interest is now held by the surviving joint tenant or tenants. The statute provides that the lien does not otherwise affect the interests of the other joint tenants, nor does it prevent the remaining joint tenants from conveying or otherwise severing their interests by any other lawful manner.

By way of example: If A and B hold title as joint tenants in equal portions and a judgment lien is subsequently recorded against B alone, the lien does nothing to sever the joint tenancy and affects only B's one-half interest. If B later dies with the lien outstanding, A will succeed to B's interest, but that one-half interest, and only that interest, will continue to be encumbered by the lien.

By way of further example: If A, B and C hold title as joint tenants in equal portions and a judgment lien is subsequently recorded against A alone, the lien does nothing to sever the joint tenancy and affects only A's one-third interest. If A later dies with the lien outstanding, B and C will succeed to A's interest, but that one-third interest, and only that interest, will continue to be encumbered by the lien.

Understanding the operation of §§ 47-14e and 47-14f is critical when reviewing title, preparing conveyance documents, or advising clients on the legal implications of transfers, mortgages, leases, and liens involving jointly held property. These provisions clarify how voluntary and involuntary encumbrances interact with the survivorship feature of joint tenancy and when such actions may (or may not) sever the tenancy.

Future updates will explore **C.G.S. §§ 47-14g through 47-14k**, focusing on additional nuances of joint ownership, survivorship rights, and partition.

As always, feel free to reach out with questions regarding these statutes or any other real estate matters.



In Case You Missed It – Recently Issued Bulletin directed to Massachusetts Issuing Agents and Approved Attorneys

Last week, Bulletin MA2025001 was issued reminding our policy issuing agents and approved attorneys about the need to comply with the Massachusetts Rules of Professional Conduct. In particular, Massachusetts attorneys must comply with the ethical rules surrounding disclosure and consent in the sale of title insurance as part of a real estate transaction. To read the bulletin, please follow this link: [MA2025001](#)



A Culture of Caring

As many of you are aware, last week the Texas Hill Country, particularly the area of Kerr County, experienced destructive and deadly flooding. During the flooding, the water levels of the Guadalupe River rose rapidly and brought heartbreaking loss of life and devastating damage to homes and communities. During these times, Stewart's culture of caring drives us to act, and through Stewart Title's Foundation, Stewart has donated \$10,000.00 to the Kerr County Flood Relief Fund, which is supporting nonprofit organizations, first responder agencies, and local governments actively involved in the response, relief and recovery efforts across Central Texas. In addition, Stewart has also donated to Rebuilding Together Disaster Relief Fund, which supports critical home repairs and long term recovery efforts for impacted families. If you are feeling compelled to help those affected by the flooding, consider contributing to the [Kerr County Flood Relief Fund](#) or [Rebuilding Together](#), an organization that Stewart has partnered with since 2022.



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