



New England Regional Midweek Update
2/12/2025

Dear Stewart Partners,

We have passed the midpoint of winter, spring is one-step closer, and the days are continuing to have more daylight. In our Mid-Week Update, we are providing a discussion regarding additional methods of dealing with undischarged mortgages in New Hampshire and Connecticut. We hope this information proves useful. As always, we are happy to answer any questions you may have on these topics.

Also, we are sharing two alerts we have received from Stewart's Chief Information Security Officer about two critical patches that should be installed on applicable devices. The first alert comes from NETGEAR and relates to certain vulnerabilities discovered in their routers. The second alert relates to devices operating on Google Android OS.

Just in case you missed it, we also including a link to Bulletin SLS2025002 published on Monday relating to the suspension of delegated authority for the United States Department of the Interior.

Lastly, a reminder that our first installment of Stewart's Underwriters Talk Title begins tomorrow. This series is presented by our Massachusetts underwriting team, and Mark Jones will lead tomorrow's episode on Estate Tax Liens and their impact on real estate in Massachusetts. There's still time to register, just follow the link below.



Dealing with Unreleased Mortgages In New Hampshire – Pending legislation By: Michelle Radie-Coffin, Esq., Associate Senior Underwriter-NH

Over the past few weeks, we have been covering how the New England states deal with "obsolete," unreleased mortgages. Presently, New Hampshire does not have a statute, nor does it have a title standard to deal with unreleased mortgages to banks, mortgage companies or other "institutional" lenders. Currently, circulating through the NH Congress is House Bill 437 ("HB437"). The bill is entitled, An Act providing specific curative measures for undischarged mortgages. HB437 establishes automatic discharge periods for undischarged mortgages based on whether their term or maturity date is stated or not and provides as follows:

I. 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

II. 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.

III. 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.

If passed, this law will repeal and reenact RSA 479:28 which currently only deals with private mortgages and it will repeal RSA 479:29. Essentially, RSA 479:28 provides for a 50-year statute of limitations and reads as follows:

- 479:28 Void After 50 Years. – From and after January 1, 1960, all undischarged mortgages of real estate which shall have been on record for a period of more than 50 years and which attain such age subsequent to January 1, 1960, shall be void; provided, however, that a mortgagee or assignee of such a mortgage may continue the same in its full legal effect and priority for an additional period of 50 years from date of such action by recording at any time within such 50-year period an affidavit signed by the mortgagor and the mortgagee or assignee stating that the mortgage is not discharged but is still in full force and effect. All such mortgages which shall have been on record for a period of more than 50 years on or before January 1, 1960, shall become void on January 1, 1960, unless prior to that date the mortgagee or the assignee of such a mortgage shall have recorded an affidavit signed by the mortgagor and the mortgagee or assignee stating that the mortgage is not discharged but is still in full force and effect, and upon the recording of such an affidavit such mortgage shall retain its full legal effect and priority for an additional period of 50 years from the date of such recording.

While this may seem to mean NH does in fact have a statute dealing with obsolete mortgages, that is not the case when you take into consideration NH RSA 479:29 which reads as follows:

- 479:29 Exception. – RSA 479:28 shall not apply to mortgages held by banks, trust companies, building and loan associations and federal savings and loan associations, whether as named mortgagee or assignee of record.

Given that the majority of older mortgages that remain undischarged are in fact mortgages to "institutional" lenders, RSA:479:28 as affected by the limitation of RSA 479:29 has not been helpful in aiding consumers who find themselves stuck with having to deal with

unmarketable title as a result of these undischarged mortgages. HB437 was drafted with these consumers in mind as the concern is truly a consumer protection issue long overdue for a remedy in the State of NH.

We are hopeful that the pending legislation is favorably received and becomes enacted, however, until the law changes, you will need to proceed as you always have when faced with older mortgages to institutional lenders. These need to be cleared of record which oftentimes means pursuing a quiet title action. In an exceedingly small number of instances, one may be able to go the Discharge by Affidavit route as prescribed in RSA 479:7-a. This route is frequently not viable as meeting all the tenuous requirements of the particular statute can prove extremely difficult.

To view HB437, please visit <https://legiscan.com/NH/text/HB437/id/3051833>. If you want to show your support for this bill visit <https://gc.nh.gov/> and scroll to Meeting Resources where you will see a link to the House Online Testimony Form or reach out to your town/city senator and/or representative.



Unreleased mortgage(s): The use of C.G.S. 49-8 and 49-8a to clear title By: David M. Piechota, Esq., Connecticut Underwriting Counsel

In recent Mid-Week updates we covered the use of C.G.S. Section 49-13a to release older mortgages clouding title in Connecticut. There are many statutory remedies that can be useful tools for clearing unreleased mortgages in the State of Connecticut (i.e. C.G.S. Section 49-9a, 49-8a, 49-8 and 49-13a, along with Connecticut Standard of Title 18.7). This article focuses on the use of C.G.S. Section 49-8 and 49-8a to obtain a release or to release a mortgage via the recording of a 49-8a affidavit.

C.G.S. Section 49-8 is entitled “**Release of satisfied or partially satisfied mortgage or ineffective attachment, lis pendens or lien. Damages.**” The statute requires that the mortgagee or a person authorized by law to release the mortgage shall execute and deliver a release upon satisfaction of the mortgage. The mortgagee or plaintiff or the plaintiff's attorney, as the case may be, shall execute and deliver a release within sixty days from the date a written request for a release of such encumbrance was sent to such mortgagee, plaintiff or plaintiff's attorney at the person's last-known address by registered or certified mail, postage prepaid, return receipt requested, or was received by such mortgagee, plaintiff or plaintiff's attorney from a private messenger or courier service or through any means of communication, including electronic communication, reasonably calculated to give the person the written request or a copy of it.

The mortgagor and the attorney for the mortgagor have some leverage when dealing with lenders that have not complied with issuing a timely release. The mortgagee or plaintiff shall be liable for damages to any person aggrieved at the rate of two hundred dollars for each week after the expiration of such sixty days up to a maximum of five thousand dollars or in an amount equal to the loss sustained by such aggrieved person as a result of the failure of the mortgagee or plaintiff or the plaintiff's attorney to execute and deliver a release, whichever is greater, plus costs and reasonable attorney's fees.

C.G.S. Section 49-8a is entitled “**Release of mortgage. Affidavit. Recording of affidavit with town clerk. Penalty for recording false information.**” In the event that the lender fails to issue a release after the sixty-day period has expired an affidavit following the statutory remedies may be used as an alternative to release the subject mortgage.

If a mortgagee fails to execute and deliver a release of mortgage to the mortgagor or to the mortgagor's designated agent within sixty days from receipt by the mortgagee of payment of the mortgage loan any attorney-at-law or duly authorized officer of either a title insurance company or an institutional payor may, on behalf of the mortgagor or any successor in interest to the mortgagor who has acquired title to the premises described in the mortgage or any portion thereof, execute and cause to be recorded in the land records of each town where the mortgage was recorded, an affidavit which complies with the requirements of this section.

An affidavit pursuant to this section shall state that:

- The affiant is an attorney-at-law or the authorized officer of a title insurance company, and that the affidavit is made on behalf of and at the request of the mortgagor or the current owner of the interest encumbered by the mortgage;
- The mortgagee has provided a payoff statement with respect to the mortgage loan.
- The affiant has ascertained that the mortgagee has received payment of the mortgage loan in accordance with the payoff statement, as evidenced by a bank check, certified check, attorney's clients' funds account check or title insurance company check, which has been negotiated by the mortgagee or by other documentary evidence of such receipt of payment by the mortgagee, including a confirmation of a wire transfer;
- More than sixty days have elapsed since payment was received by the mortgagee; and
- At least fifteen days prior to the date of the affidavit, the affiant has given the mortgagee written notice by registered or certified mail, postage prepaid, return receipt requested, of intention to execute and cause to be recorded an affidavit in accordance with this section, with a copy of the proposed affidavit attached to such written notice; and that the mortgagee has not responded in writing to such notification, or that any request for additional payment made by the mortgagee has been complied with at least fifteen days prior to the date of the affidavit.
- The affidavit shall state the names of the mortgagor and the mortgagee, the date of the mortgage, and the volume and page of the land records where the mortgage is recorded including similar information with respect to every recorded assignment of the mortgage.
- The affiant shall attach to the affidavit photostatic copies of the documentary evidence that payment has been received by the mortgagee, including the mortgagee's endorsement of any bank check, certified check, attorney's clients' funds account check, title insurance company check, or confirmation of a wire transfer, and a photostatic copy of the payoff statement, and shall certify on each that it is a true copy of the original document.

Such affidavit, when recorded, shall constitute a release of the lien of such mortgage or the property described therein.



PATCH ALERT: Multiple NETGEAR Routers are vulnerable

Popular router maker NETGEAR is pressing customers to update the latest firmware immediately for several of its products affected by two vulnerabilities that could allow hackers to take over networked systems.

The security flaws impact multiple WiFi 6 access points (WAX206, WAX214v2, and WAX220) and Nighthawk Pro Gaming router models (XR1000, XR1000v2, XR500). In security advisories published by NETGEAR, the company strongly recommends that the latest firmware is downloaded as soon as possible. To read the advisory and for more information on this patch, follow this link: [Security Advisory for Unauthenticated RCE on Some WiFi Routers, PSV-2023-0039 - NETGEAR Support](#)



PATCH ALERT: Google Android OS update available

Multiple vulnerabilities have been discovered in Google Android OS, some of which are severe. Android is an operating system developed by Google for mobile devices, including smartphones, tablets, and watches.

It is recommended to Patch to version **2025-02-05** at the first opportunity.



In Case You Missed It

On Monday, Stewart issued national bulletin SLS2025002, alerting our agents that the Department of the Interior has temporarily suspended delegated authority throughout the department, which will impact the granting of deeds, leases, easements, permits, and rights of way. The Department of the Interior includes the Bureau of Indian Affairs (BIA) and the Bureau of Land Management (BLM). To view the Bulletin and the government's order, click here: [Bulletin SLS2025002](#)



Reminder: Upcoming Education

As a reminder, our first installment for 2025 of the Massachusetts Underwriting Team's Talk Title education series is happening tomorrow, Thursday, February 13. This concise 30 minute program will focus on Estate Tax Liens and will be presented by Mark Jones. If you

haven't yet registered, there is still time, just follow this link: [Massachusetts Resources and Newsletters | Stewart Title](#)



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