The Massachusetts Appeals Court decided last week that a mortgage stating it is payable “on demand,” with no maturity date or term, is governed by the so-called obsolete mortgage statute, M.G.L. c. 260, § 33. The case is Thornton v. Thornton and a link to the decision is here. The obsolete mortgage statute is designed to help remove old mortgages from land titles. It sets a term of 35 years from the mortgage recording date if the mortgage has no term or maturity date, or five years from the end of any stated term or maturity date. The time to enforce a mortgage can be extended by recording an affidavit that the mortgage is not satisfied, among other methods. As the Appeals Court has confirmed in Thornton, the obsolete mortgage statute cannot shorten the term of any mortgage. In this case, the related note did have a maturity date, but there was no reference to that maturity date in the mortgage. The Appeals Court ruled that, where the mortgage does not state or refer to a maturity date, the obsolete mortgage statute governs and the lienholder has a mortgage enforceable for 35 years, which, here, is payable on demand.