

LandThink #33
May 22, 2009

What does a real-estate lawyer do for a seller?

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(This is the 28th in a series of articles about issues that sellers and buyers face when negotiating a purchase-offer contract.)

In most real-estate sales, the lawyer representing the seller has an easier job than the individual representing the buyer.

The tasks of the seller's lawyer can be divided into two stages—before the contract is signed and after.

Before a contract is in place, many sellers rely on their lawyer for help in drafting the terms of their sale and reviewing a listing agreement, if one is involved. The attorney may offer advice on many issues, such as whether or not to divide the property, impose a development-limiting covenant, keep a right of first refusal on a future sale or reserve one or more interests (such as minerals, the right to timber within 10 years to certain specifications, the right to hunt or carve out an access easement to property the seller is not selling).

The seller should review contract language with his lawyer before authorizing his agent to use the agent's standard contract and its boilerplate with interested buyers. Most lawyers have worked up their own "standard" real-estate contract over the years, and this may be the document a seller prefers to use. The agent's contract may be fine "as is," but the prudent seller should talk over its provisions with his lawyer in advance of using it with any buyer.

If you find yourself in circumstances where you have to sign a contract before reviewing it with your lawyer, add the following seller contingency: This contract is contingent on review and approval by the seller's attorney to occur within seven business days of the last dated signature on this contract.

If you are a FSBO, it's advisable to collaborate on a contract with your lawyer rather than draft one on your own, pull one off the Internet or lift one out of a legal forms book.

Internet sites and forms books can get you started, but I would always have a local real-estate lawyer review the final contract before using it with a buyer.

The seller should consult his lawyer as offers come in and counter-offers are made.

Certain proposals will have adverse or beneficial tax implications, which an experienced real-estate lawyer will be able to flag for his seller.

The second stage of legal work for a seller begins once a signed contract is in hand. The buyer's lawyer will search the title to make sure it is free of defect. The seller's lawyer takes the lead in resolving the problem.

Once the buyer's lawyer gives a green light on the title, the seller's lawyer drafts the deed that conveys the property to the buyer. This is usually a simple job of reusing the language from the deed into the seller and updating it with whatever changes might be required.

Where the seller's property has improvements (residence, structures), the seller's lawyer will typically get the seller to sign a mechanic's lien waiver, which states that either no one who has done work on the property for a certain period of time prior to closing remains unpaid or that the seller promises to pay any such bill prior to closing. The provisions of this type of waiver vary from state to state.

Prior to closing, the seller's lawyer will review the proposed settlement statement that the buyer's lawyer has prepared. Debits and credits will be reviewed, and the math checked.

The seller's lawyer should get the pay-off number from any lender holding a note secured by the property and give this information to the seller and the buyer's lawyer.

The seller's lawyer should prepare a certificate of satisfaction that shows the seller had paid off any such lender. This certificate is recorded after closing.

The seller's lawyer represents the seller during closing.

Sellers should look for a lawyer who has negotiating and problem-solving skills. Many of these tasks are routine, but the seller's lawyer is needed when a problem has to be solved quickly to save the deal.