Cindy's Realty Group by eXp Realty

PROPERTY PLANNING

GEORGIA • PROPERTY EDITION SEPTEMBER 2026

Georgia Divorce & Your Next Move

A discreet property planning guide for sale, buyout, mortgage questions, decision making and the next home.



YOUR DECISION TOOLKIT

1. Clarify
2. Compare
3. Coordinate
4. Move

Clear property decisions during a difficult transition.

Cindy LaDuke

Visit the website

Call to discuss your plan

Cindy LaDuke | Associate Broker | REALTOR®

678-650-1425

cindy@cindysrealtygroup.com

www.cindysrealtygroup.com

REAL ESTATE WITHOUT LIMITS.

Your decision roadmap



Choose a stage. Each card opens its first topic; the detailed index includes every topic.

01 Protect priorities and collect facts
Safety, immediate decisions, the property and the debt.
Page 7

02 Clarify authority and your team
Communication, professional roles and state guidance.
Page 14

03 Compare value and housing options
Equity, a sale, keeping the home and temporary plans.
Page 23

04 Prepare and manage a sale
Pricing, access, approvals, offers and contract tasks.
Page 34

05 Coordinate the next housing decision
Tax, credit, financing and issues for professional review.
Page 45

06 Complete the transfer and next steps
Scenario tests, closing, questions and your action plan.
Page 52

Need a faster route? Open Start here.

Browse every topic and worksheet

Roadmap Start here All topics

A note from Cindy

A useful real estate plan connects your goals with the facts you can verify.

This guide is for homeowners considering separation or divorce, and people helping them coordinate a property decision. You do not have to solve every part of the transition at once. Begin by protecting safety, understanding deadlines and separating the property facts from the questions your legal and financial professionals must decide.

This guide helps organize the choice to sell, keep, buy out an interest or use a temporary arrangement. It does not decide ownership shares, interpret your court order or replace independent legal advice. Representation, permitted information sharing and any conflict must be explained before work begins.

The property guidance in this edition is specific to Georgia. Federal programs and the signed documents still have their own requirements. Your lender, attorney, tax adviser and other specialists should resolve questions in their respective roles.

Use the tools to identify your priorities, record the evidence and name the next decision. You do not need every answer before starting a conversation, but an unanswered question should not become an assumption.

Cindy LaDuke

Cindy LaDuke
Associate Broker | REALTOR®
Cindy's Realty Group by eXp Realty
cindy@cindysrealtygroup.com
678-650-1425 | www.cindysrealtygroup.com



Start with one verified fact and one manageable next action.

Choose your starting point



Use the route that matches today's decision. You do not have to read every page in order.

01 I need to organize the first steps

Begin with priorities, lawful records and a clear professional team.

Safety comes before the sale • 7
Your property snapshot • 11
Give each professional a clear job • 14

Do now: Choose a safe contact method and one manageable next action.

02 I am comparing keeping or selling

Separate value, debt, authority and housing feasibility.

Your sale or buyout comparison • 27
Your keep the home feasibility test • 30
Your temporary ownership checklist • 32

Do now: List the question each professional needs to resolve.

03 A sale or transfer is approaching

Coordinate approvals, obligations and next housing.

Your listing and access protocol • 44
Your next home budget • 50
Before closing or transferring • 54

Do now: Confirm the written approvals and current instructions.

Cindy LaDuke | 678-650-1425
CINDYSREALTYGROUP.COM

All topics



Topics and tools • 1 of 2

01 Protect priorities and collect facts 7

Safety comes before the sale 7

What to address in the first days 8

Your immediate priorities 9

Separate the four property questions 10

Your property snapshot 11

Build a lawful document file 12

Your loans and claims inventory 13

02 Clarify authority and your team 14

Give each professional a clear job 14

Set the communication protocol 15

Your decision and approval log 16

Georgia: know the relationship 17

Georgia disclosures: prepare the facts 18

Georgia: the closing team 19

Georgia taxes: prepare for the sale 20

Your Georgia verification file 21

Coordinate the court and property 22

03 Compare value and housing options 23

Value is not the same as equity 23

An illustrative equity waterfall 24

Your proceeds and allocation questions 25

Compare the main routes 26

Your sale or buyout comparison 27

A buyout is more than a payout 28

Refinance, assumption and release 29

Your keep the home feasibility test 30

Temporary coownership needs structure 31

Your temporary ownership checklist 32

Rental use is another business 33

04 Prepare and manage a sale 34

Four gates before a sale launch 34

Prioritize preparation by purpose 35

Your preparation and repair plan 36

Build a price from the evidence 37

Cindy LaDuke | 678-650-1425
CINDYSREALTYGROUP.COM

All topics



Topics and tools • 2 of 2

Your pricing and competition worksheet 38
Write the marketing brief 39
Compare the whole offer 40
Your offer comparison worksheet 41
Inspections and repair negotiations 42
Control the seller's contract calendar 43
Your listing and access protocol 44
05 Coordinate the next housing decision 45
Tax basis can follow the property 45
Sale gain and filing decisions 46
Protect credit without assuming release 47
Support income and a new mortgage 48
Choose the next home deliberately 49
Your next home budget 50
When the property is more complex 51
06 Complete the transfer and next steps 52
Scenarios to test with your team 52
More scenarios worth testing 53
Before closing or transferring 54
Questions for the legal and loan team 55
Questions for the property team 56
Divorce property questions, answered 57
Your next 30 days 58
Your confidential planning summary 59
Sources and verification 60
Connect with Cindy 64
Let's create your plan 65

Safety comes before the sale

If you are in immediate danger, call 911. For domestic violence support, contact the National Domestic Violence Hotline at 800-799-7233 or text START to 88788. Use a safer device or communication channel if your activity may be monitored.

A shared meeting, joint email thread, home visit or open showing schedule may not be appropriate. Tell your attorney and chosen professionals about communication and access restrictions that affect the property work. Do not use children as messengers or involve them in negotiations.

Keep protective orders, court restrictions and safety planning with the professionals who need them. Public listing copy should describe the property, not reveal a separation, conflict, absence or urgent private circumstance.

This guide does not require cooperation that would compromise safety. A qualified advocate or attorney can help structure a safer process while the real estate tasks are handled through authorized channels.



CINDY'S STRATEGY NOTE

Agree on the safest contact method before exchanging sensitive documents.

Sources: **D5** 27 Sep 2026

What to address in the first days

01. Protect urgent obligations
Identify court dates, payment due dates, active listings or contracts, insurance issues and notices that require prompt professional review.

02. Locate the basic records
Collect lawful copies of the deed, mortgage and other liens, insurance, association records and relevant orders or agreements.

03. Clarify authority
Ask who may occupy, access, list, sign, approve repairs or receive information. Do not assume those rights are identical.

04. Choose the next decision
Decide what must be resolved first: a deadline, valuation, lender question, sale plan or temporary housing.

CINDY'S STRATEGY NOTE

An immediate plan is a short list of risks and responsibilities, not a rushed settlement.



Your immediate priorities



Record verified information. Leave unknown items blank and identify who will confirm them.

Choose the first manageable property steps. • Known deadlines and safe communication preferences. • Priority questions for your professional team.

Safest contact channel and information sharing limits

Urgent dates, notices, payments or insurance concerns

Property address and current occupants

Attorney and other professionals already involved

Existing listing, purchase or occupancy agreement

First decision needed and who can authorize it

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Separate the four property questions



Question	Document or determination
Who owns an interest?	Deed, ownership records and applicable legal analysis.
Who owes the debt?	Promissory note, loan documents and written creditor releases.
Who may occupy or enter?	Orders, agreements, lease rights and legal guidance.
Who may authorize a transaction?	Required signatures, court authority, fiduciary documents and title review.

A deed transfer does not by itself remove a borrower from a mortgage. A divorce agreement assigning payments does not by itself require the creditor to release a borrower. A person who makes the payment does not necessarily own every interest in the home.

CINDY'S STRATEGY NOTE

Treat ownership, liability, occupancy and authority as separate entries in your file.

Sources: **D2** **D4** 27 Sep 2026

Your property snapshot



Record verified information. Leave unknown items blank and identify who will confirm them.

Separate ownership, debt and occupancy facts. • Lawfully obtained title and loan records. • A dated record of facts and unknowns.

Address, parcel and type of property

Names shown on deed and ownership questions for counsel

Borrowers on each loan and verified servicer

Current occupants and access restrictions

Orders or agreements that affect the property

Required signers and authority still to confirm

Next document needed; who will obtain it

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Build a lawful document file

Gather records you are entitled to access. Ask your attorney about missing, disputed or restricted documents rather than bypassing another person's accounts or trying to obtain private records through deceptive means.

Include the deed and legal description, loan statements and payoff requests, HELOCs, recorded liens, tax bills, insurance, association documents, repair history, permits and prior purchase or refinancing papers. A current value opinion should identify its date and purpose.

Keep relevant court orders, temporary agreements and signing instructions in a controlled file. Share only what each professional needs. Use a document index and version date so an old proposal is not mistaken for an operative agreement.

Maintain the transaction record even after the home is sold or transferred. Basis, improvements, depreciation, settlement figures and court allocation records may matter later.

CINDY'S STRATEGY NOTE

A complete document index makes professional advice faster and more reliable.



Sources: **D1** **IR1** 27 Sep 2026

Your loans and claims inventory



Record verified information. Leave unknown items blank and identify who will confirm them.

Identify obligations affecting the property. • Statements, payoff requests and lawful records. • Amounts, sources and questions for review.

First mortgage borrower, servicer, balance and payoff date

Second mortgage or HELOC balance and whether further draws remain possible

Tax, judgment, association or other claim for title review

Past due amounts, payment plan or loss mitigation status

Person assigned to pay and how payment is verified

Written release, satisfaction or approved resolution needed

Questions for the attorney, title professional or servicer

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Give each professional a clear job



Professional	Decision or work to clarify
Family law attorney	Orders, rights, agreements, authority, allocation and dispute resolution.
Real estate professional	Market evidence, preparation, marketing, offer comparison and transaction coordination within the agreed relationship.
Lender or servicer	Qualification, refinance, assumption, payment assistance and release decisions.
Appraiser and title or closing team	Valuation scope, title issues, required signers and settlement execution.
Tax adviser and insurer	Basis, gain, reporting, coverage, ownership and occupancy changes.

CINDY'S STRATEGY NOTE

Ask who decides the issue before asking someone to solve it.

Set the communication protocol

Confirm whom the real estate professional represents, what duties apply and whether any dual, limited or other relationship requires disclosures or consent. A calm communication style is not a substitute for explaining the actual representation arrangement.

Where permitted and appropriate, use a consistent written update: facts received, decision required, options, response deadline and action taken. Do not automatically copy both parties if a protective order, safety plan, confidentiality duty or attorney instruction requires a different process.

Name the persons who may authorize price changes, repairs, offers, access and expenditures. Identify what happens when a required approval is not received. The agent should not invent authority or treat silence as consent.

Keep disagreements about the legal settlement with the appropriate legal professionals. A factual property update should not become a discussion of blame or a negotiation over unrelated family matters.



CINDY'S STRATEGY NOTE

Document the approved decision path before the first time sensitive request arrives.

Your decision and approval log



Record verified information. Leave unknown items blank and identify who will confirm them.

Identify who must approve each property action. • Relevant agreements and professional guidance. • An approval record without assumed authority.

Decision, facts and documents considered

Options presented and date

People whose approval is required

Approved communication route and response deadline

Decision received and supporting written record

Unresolved issue sent to counsel or another professional

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Georgia: know the relationship

GEORGIA PROPERTY TRANSACTIONS • Review the actual brokerage documents before sharing negotiation limits.

A client relationship is a written engagement

Georgia's BRRETA framework distinguishes an agency client from a customer receiving limited, nonagency assistance. GREC explains that a brokerage engagement is a written contract. It addresses representation, compensation, confidentiality and possible conflicts; merely speaking with an agent does not answer all of those questions.

Clarify same brokerage situations

Ask how the brokerage handles designated or dual agency, what consent is needed and which licensee owes you which duties. Different arrangements affect advocacy and confidential information. Do not assume that the person conducting a tour or handling paperwork is your individual representative.

Review duration and payment

Read expiration, cancellation, exclusivity and any post termination obligations. Understand what compensation is earned, when it becomes due and whether another party's contribution changes your obligation. Obtain a signed copy and written clarification of any special arrangement.

Your practical next step

Before listing, match the engagement to the property, authorized owners, services, launch date and compensation you actually approve.



CINDY'S STRATEGY NOTE

A state disclosure explanation is not a substitute for reading your signed engagement.

Sources: **GA1** **GA2** **NR1** 27 Sep 2026

Georgia disclosures: prepare the facts



Prepare accurate information before listing. An “as is” label does not resolve every disclosure question.

Separate the legal duties

Georgia brokerage law requires disclosure of certain actually known adverse material facts. GREC explains that required disclosures cannot be suppressed simply because a client would prefer otherwise. Your obligations as a seller, the broker’s duties and the buyer’s investigation are distinct. Ask counsel which duties apply to your property.

Build a factual property record

Gather records about water entry, roof leaks, drainage, structural movement, repairs, insurance claims, pests, permits, septic systems and association issues. Use dates, invoices and reports rather than guesses. Tell your agent which facts you know personally and which details remain uncertain.

Plan for inspection and questions

Before accepting an offer, understand inspection access, due diligence deadlines, notice procedures and deposit provisions. Decide how requests will reach you and who can approve a response. Do not assume every Georgia contract gives the buyer the same investigation period or termination rights.

Update rather than conceal

Answer accurately and ask counsel about an unclear question or newly discovered condition. Keep a record of material updates and how they were delivered. Do not cover up a problem to avoid a negotiation; discuss disclosure, repair, pricing and contract options with your professionals.

CINDY’S STRATEGY NOTE

Organize the facts before launch. Uncertainty calls for verification, not an unsupported answer.

Sources: **GA1** **GA6** **CF7** 27 Sep 2026

Georgia: the closing team



Identify the Georgia closing attorney early, not at the point when signatures or funds are already due.

Closing is more than notarizing signatures

The Georgia Supreme Court approved guidance requiring a lawyer conducting a real estate closing to take responsibility for the transaction's legal closing work rather than acting only as a witness. Confirm who will examine title, prepare/review documents, handle funds and recording, and coordinate any permitted remote process.

Ask whose interests the attorney represents

A closing attorney's involvement does not necessarily mean the attorney is your personal advocate on every negotiation or dispute. Ask about the engagement, any conflicts and whether separate legal advice is needed for your ownership structure, contract concern, divorce, estate, trust or tax issue.

Clear title and signing questions before the deadline

Disclose name changes, deceased owners, divorce orders, trusts, entities, judgments, unreleased liens, pending disputes and proposed powers of attorney early. Ask what original or certified documents are needed. A deed name, mortgage borrower and person receiving proceeds can represent different legal roles.

Plan the actual handoff

Obtain written instructions for identification, signing, funds and possession. Confirm whether keys are released after signing, funding, recording or another contractual event. Do not schedule an irreversible move on the assumption that an appointment time equals completed settlement.

CINDY'S STRATEGY NOTE

For remote signing or a power of attorney, obtain lender and closing attorney approval in advance.

Sources: **GA3** **CF4** **CF5** 27 Sep 2026

Georgia taxes: prepare for the sale



Your tax records help explain the property. They do not guarantee the buyer's future bill.

Gather the parcel and billing record

Confirm the parcel number, taxing county and municipality, current assessment, bills, payments, exemptions and any special charges. A mailing city may differ from the property's actual jurisdiction. Flag a pending appeal, unpaid bill or uncertain charge for the closing attorney and county tax office.

Do not promise transferable exemptions

Georgia DOR's general homestead guidance uses ownership and legal residence on January 1; state and local exemptions differ. Describe your own records accurately without promising that a buyer will qualify for the same treatment. For your replacement home, ask its county office about your eligibility and current filing deadline.

Review the settlement allocation

A proration allocates responsibility under the contract; it is not an exemption or final forecast. Ask which tax bill or estimate the closing attorney used, who will pay outstanding amounts, and whether the contract contemplates a later adjustment. Check how those figures affect your estimated proceeds.

Keep a follow up file

Retain the settlement statement, tax records and agreed process for a later bill or adjustment. Confirm where correspondence should be sent after the move. Discuss a change in occupancy, ownership or exemption status with the appropriate county office rather than assuming the closing appointment resolves every tax task.

CINDY'S STRATEGY NOTE

Review the tax assumptions in your proceeds estimate and keep the records behind those assumptions.

Sources: **GA4** 27 Sep 2026

Your Georgia verification file



Organize the evidence a buyer and closing team may need. Identify missing records before they become urgent.

Confirm	Evidence to obtain
Property and signing authority	Parcel, legal description, owners and authority for every proposed signer.
Condition and improvements	Known conditions, reports, repairs, permits and questions requiring legal advice.
Restrictions and recurring costs	Association records, rental/use restrictions, current charges, assessments and tax records.
Offer obligations	Inspection access, requested credits or work, contingency dates and possession terms.
Settlement and proceeds	Verified closing contact, payoff requests, estimates, signing needs and secure proceeds instructions.

Protect identity and funds

Use the independently verified closing office's secure channel for identification and sensitive records. Fraud screening may require proof of ownership or authority. This guide does not import Alabama's conditional seller ID statute into Georgia; verify the requirements applicable to the Georgia transaction.

Do not act on emailed changes to wiring or proceeds instructions without a separate verification call to a previously confirmed number. The same discipline protects a buyer's deposit and a seller's proceeds.

CINDY'S STRATEGY NOTE

Record who verified each material fact, how, and on what date.

Sources: **GA6** **CF5** 27 Sep 2026

Coordinate the court and property

For a Georgia property, have the family law attorney and the closing or title professional coordinate any order, deed, consent and required signature. An order written in general terms may still require specific documents to complete the transfer.

Do not use a worksheet in this guide to decide a legal ownership share, reimbursement claim or equalization amount. Those questions depend on the applicable law, evidence and agreement or court determination. A price opinion does not decide them.

If the divorce, property or parties involve different states, ask which professionals and legal authorities must be involved in each place. Do not import another state's property or signing rule merely because someone lives there.

Georgia's official divorce overview points to Superior Court and local filing requirements. Use it to find the appropriate process, not as individual advice.

CINDY'S STRATEGY NOTE

Align the legal authority with the documents needed to perform the transaction.



Sources: **D6** 27 Sep 2026

Value is not the same as equity

A comparative market analysis estimates a market position using selected evidence. An appraisal provides an opinion for its defined purpose and effective date. An automated estimate and a tax assessment use other methods and should not be treated as interchangeable settlement values.

Ask which valuation is needed for listing, negotiation, lending or legal proceedings. Confirm the property interest, condition assumptions and valuation date. Two opinions can differ because the assignments or evidence differ; do not simply choose the one that produces your preferred answer.

Gross equity usually starts with an estimated value less debt. Estimated sale proceeds also account for sale costs and other adjustments. The amount available to distribute may be different again after required reserves, claims or allocation instructions.

Division of the proceeds is a separate legal or negotiated question. This guide does not assume equal ownership, equal contributions or a mandatory equal split.



CINDY'S STRATEGY NOTE

Name the number you are calculating before comparing it with another number.

Sources: **IR1** **D1** 27 Sep 2026

An illustrative equity waterfall



Hypothetical figures only. This illustration does not establish either person's legal entitlement.

Calculation	Amount
Estimated sale price	$500,000
First mortgage payoff	Subtract $280,000
Second lien payoff	Subtract $20,000
Gross equity before selling expenses	$200,000
Assumed selling costs, credits and adjustments	Subtract $35,000
Illustrative funds before distribution	$165,000

If a valid agreement used an equal division of these illustrative funds, the arithmetic would be $82,500 each. That is an assumption for illustration, not a statement that the law requires this division. Tax, other claims, attorney approved adjustments or a holdback can change the available amount.

CINDY'S STRATEGY NOTE

Review the net estimate and the distribution instructions as two separate documents.

Sources: **D1** **IR1** 27 Sep 2026

Your proceeds and allocation questions



Record verified information. Leave unknown items blank and identify who will confirm them.

Separate sale proceeds from allocation questions. • Payoffs, cost estimates and legal guidance. • An estimate and unresolved allocation questions.

Valuation source, purpose, date and range

Dated payoffs and additional claims

Estimated selling costs, credits, repairs and adjustments

Proceeds before allocation and unresolved amounts

Agreement or order governing allocation; attorney confirmation

Any required reserve, holdback or tax review

Distribution instructions approved by the closing professional

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Compare the main routes



Route	What must work
Sell the property	Authority, timing, preparation, market support, payoff and agreed distribution.
One owner keeps it	Legal agreement, sustainable cost, lender route and required release or transfer documents.
Temporary coownership	Payment, occupancy, repair, access, insurance and a defined exit plan.
Rent before deciding	Rental permission, management, reserves, legal agreements and tax review.
Buy or rent the next home	Realistic budget, qualification, cash timing and applicable legal restrictions.

The strongest option is not always the one that preserves the current address. Compare affordability, control, risk, timing and the ability to carry out the plan.

CINDY'S STRATEGY NOTE

A workable route needs a funding plan and an exit plan.

Your sale or buyout comparison



Record verified information. Leave unknown items blank and identify who will confirm them.

Compare the available property options. • Value evidence, debt and financing information. • Tradeoffs to review with your advisers.

Reasons to sell and reasons to keep the home

Expected proceeds from a sale and uncertainty range

Proposed buyout amount and how it was determined

Loan route and whether a written release is required

Monthly cost and reserves after keeping the home

Time, approvals and documents required by each route

Fallback if the preferred route cannot be completed

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

A buyout is more than a payout

Start with the valuation basis, ownership and settlement questions established with counsel. A proposed payout should not be calculated by subtracting a mortgage balance from an online estimate and assuming half belongs to each person.

Identify all funds needed: any payment to the other party, loan payoff or refinancing costs, title and recording charges, repairs, cash reserves and any other agreement requirements. A lender's equity estimate does not decide the legal settlement.

Before committing to an amount or deadline, ask the lender or servicer about available routes and documentation. The existing borrower may need a written release, and the person keeping the home may need to qualify. Do not assume the decree can compel a new loan approval.

Have counsel and the closing professional coordinate the sequence of payment, signing, release, transfer and recording. Follow the controlling order and address conflicts through counsel rather than informally delaying a required act.

CINDY'S STRATEGY NOTE

Test the financing before treating the proposed buyout as achievable.



Sources: **D2** **D4** 27 Sep 2026

Refinance, assumption and release

A refinance creates a new loan to replace existing debt and has new pricing, qualification and costs. An assumption or another servicer approved route may preserve an existing loan in some situations. Neither route is automatically available for every borrower or loan.

Certain transfers after divorce may qualify for protections for successors in interest. Confirmed successors can have rights to servicing information and evaluation for assistance. That status is not the same as assuming personal liability or releasing another borrower.

Ask the servicer for a written explanation of the investor or program, documentation, fees, qualification, timing and release process. Do not accept an unsupported statement that every divorce requires a refinance; equally, do not assume a protected transfer guarantees a release.

Keep a log of submissions and responses. Escalate unexplained delays with the servicer, legal counsel and appropriate consumer complaint channels while protecting court and payment deadlines.



CINDY'S STRATEGY NOTE

Ask exactly which approval is being requested and what document proves it.

Sources: **D2** 27 Sep 2026

Your keep the home feasibility test



Record verified information. Leave unknown items blank and identify who will confirm them.

Test the practical cost of retaining the home. • Loan options, expenses and available resources. • A budget and unresolved lender questions.

Value and legal payout basis confirmed with counsel

Total funds needed beyond the existing loan

Lender or servicer route and written conditions

Borrower release, deed and recording sequence

Monthly ownership cost and emergency reserve

Deadline and consequence if not approved

Alternative sale or housing plan reviewed with counsel

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Temporary coownership needs structure

A temporary arrangement may create useful time for a sale, school transition or financing review. It also keeps financial and decision dependencies in place. A verbal promise to “handle it later” does not define who is responsible when a problem occurs.

Have counsel document occupancy, mortgage and other payments, repairs, insurance, taxes, association obligations, access, record sharing and approval limits. Specify the review date, exit event, valuation method and process for a missed payment or unresolved decision.

Confirm payment visibility through lawful, authorized access or required reports. The private assignment of payments does not necessarily change creditor liability or lender qualification. Do not remove coverage or stop payments without appropriate advice.

Compare the cost of the temporary period against selling now. A delayed decision can consume equity through carrying costs, deferred maintenance or market changes; it can also protect flexibility. Use actual assumptions rather than treating either result as guaranteed.



CINDY’S STRATEGY NOTE

A temporary arrangement should say when and how it ends.

Sources: **D2** **D4** 27 Sep 2026

Your temporary ownership checklist



Record verified information. Leave unknown items blank and identify who will confirm them.

Define a temporary property arrangement. • Written responsibilities and legal guidance. • Questions about costs, access and an exit plan.

Permitted occupants, access and duration

Each payment, responsible person and verification method

Repair approvals, spending limits and emergency contact

Insurance, taxes, association and record responsibilities

Exit date or event; valuation and sale process

Process for missed payments or disputed decisions

Attorney review of the complete arrangement

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Rental use is another business decision

Before renting, confirm the mortgage, ownership authority, association restrictions, local requirements and insurance. Both a separation agreement and an appropriate management structure may be needed; the property cannot simply be treated as available because no one wishes to live there.

Prepare a realistic operating budget for vacancy, management, leasing, repairs, major replacements, taxes, insurance and owner paid services. Decide how income and expenses are reported and who may approve work.

Review future sale, depreciation, gain and basis questions with the tax adviser. Rental cash flow is not the same as taxable profit, and a later sale can raise issues that were not present while the property was a principal residence.

If the parties cannot agree on basic record sharing or maintenance, ask whether rental ownership would extend the conflict rather than resolve it. This is a practical question for the planning team, not a prediction about the relationship.



CINDY'S STRATEGY NOTE

Do not choose a rental route without a written management and exit plan.

Sources: **IR1** **D1** 27 Sep 2026

Four gates before a sale launch

01. Authority
Required signers, orders, title questions and permitted instructions are confirmed.

02. Plan
Pricing evidence, preparation priorities, budget and service scope are documented.

03. Access
Occupancy, showings, privacy, pets and safety restrictions are coordinated.

04. Decisions
The approved process for offers, changes, repairs and deadlines is clear.

Do not publish personal circumstances as a reason to accept a low offer or to create urgency. Market the property accurately and keep the negotiation centered on facts, terms and the authorized seller decisions.

CINDY'S STRATEGY NOTE

Resolve authority and access before spending on a launch that cannot be performed.



Prioritize preparation by purpose



Useful preparation improves presentation, addresses a real concern or removes a transaction obstacle. Those are different jobs.

Priority	How to decide
Safety / active damage	Investigate with the right specialist. An urgent condition or active leak is not a cosmetic choice.
Financing / insurance obstacle	Ask whether condition could prevent insuring or financing the property. Confirm the actual remedy and cost.
High visibility presentation	Consider cleaning, decluttering, lighting, odors, landscaping and small repairs that reduce distraction.
Large discretionary upgrade	Compare scope, cost, timing and competing properties. Do not assume every dollar spent returns at resale.
Maintenance / future replacement	Document condition honestly. Choose repair, price positioning or negotiation based on evidence.

A prelisting inspection or specialist assessment may help with an older home, uncertain repair history or a complex system. It also creates information to evaluate and address appropriately. Discuss scope, legal disclosures and practical use with the relevant professionals.

Do not start a renovation solely because it photographs well. Ask what buyer concern it resolves, how it affects launch timing and whether a less expensive alternative would address the same issue.

CINDY'S STRATEGY NOTE

Price the work before promising it, and keep the cash required for your move.

Sources: **CF7** 27 Sep 2026

Your preparation and repair plan



Give each item a purpose, quote and owner. Do not mix optional styling with unresolved safety or condition questions.

Work / investigation	Budget	Owner / due date
Priority 1		
Priority 2		
Priority 3		
Priority 4		
Priority 5		
Contingency		
Total approved budget		

What must be complete before photography or showings?

What will remain, and how will it be disclosed or addressed?

Evidence to keep: invoices, permits, reports or warranties

YOUR NEXT STEP

Keep an updated list of work completed, incomplete and expressly excluded.

Build a price from the evidence

The market does not price a home from the seller's payoff, renovation budget or next purchase needs.

Choose the right comparison set

Study recent closed sales that a buyer would genuinely compare with this property. Adjust the reasoning for location, layout, condition, land, age, improvements, concessions and timing. A distant sale with the same square footage may be a poor substitute.

Understand the different signals

Closed sales show completed transactions. Active listings show today's competition. Pending activity can show demand but may not reveal final price or concessions. Expired or withdrawn listings can suggest positioning problems, but do not prove a single cause.

Use a range before choosing the launch point

Discuss a defensible range and what would support the upper or lower end. Then consider current competition, property readiness, your timing and the risk of repeated reductions. A valuation model or price per square foot calculation is one input, not an appraisal or a guarantee.

Set review triggers in advance

Agree when to review showings, qualified interest, objections, competing inventory and offers. Do not confuse online views with buyer willingness to pay. The right response may involve presentation, access, terms or price; diagnose before changing everything at once.



CINDY'S STRATEGY NOTE

Ask Cindy to explain why each comparable belongs in the analysis.

Your pricing and competition worksheet



Record the source and date. Distinguish asking prices from closed prices and unknown pending terms.

Build a price discussion from evidence. • Comparable properties and dated observations. • A range and assumptions to discuss.

Property / status	Relevant differences	Price / source
Comparable 1		
Comparable 2		
Comparable 3		
Current competitor 1		
Current competitor 2		

Supported range / factors supporting each end

Chosen launch price and the reason for it

First review date / evidence that would justify a change

YOUR NEXT STEP

Do not use automated value estimates as the only basis for a high stakes pricing decision.

Write the marketing brief



A short approved brief makes the campaign more consistent and easier to evaluate.

Hypothetical entry: possible differentiator, a covered patio. Status: confirm on site and measure before publishing. This is not an actual campaign or client result.

The property's three verified differentiators

Competing properties and the buyer alternatives

Photographs / floor plan / video / other agreed deliverables

Facts requiring verification before publication

Distribution, outreach and advertising commitments

Showing and inquiry response process

Seller approvals / permissions / privacy requirements

Review date, reporting method and measures that matter

YOUR NEXT STEP

Do not publish claims about permits, income potential, school assignment or access without appropriate verification.

Compare the whole offer

The highest headline price can produce a weaker result after credits, obligations and execution risk.

Start with the dollars

Compare price, seller credits, negotiated compensation, repairs, prorations, association charges and payoff assumptions. Update the estimate for each offer. Identify which costs are fixed, percentage based, unknown or dependent on the closing date.

Then test performance

Review financing evidence, source and availability of funds, deposit, contingencies, appraisal risk, deadlines and any dependence on another sale. A cash label or preapproval letter does not eliminate title, inspection, fraud or timing risk.

Check the other than price terms

Consider possession, leaseback terms, included items, assignments, required repairs and dispute provisions. Compare these with your own moving and funding needs. Get legal advice on unusual terms rather than valuing every offer as though it uses the same contract.

Keep the decision objective

Evaluate lawful transaction criteria, not protected characteristics or personal letters. Record why an offer or counteroffer fits your priorities. Your representation agreement and applicable duties determine how offers are handled; do not assume another offer will remain available indefinitely.

CINDY'S STRATEGY NOTE

Negotiate the tradeoff you care about instead of reacting only to the price.



Sources: **HU2** 27 Sep 2026

Your offer comparison worksheet



Use the same assumptions and an updated estimated closing statement for each offer.

Decision factor	Offer A	Offer B
Price / credits / compensation		
Estimated proceeds / unresolved costs		
Loan or cash evidence / source		
Deposit / due date / holder		
Inspection / appraisal / financing rights		
Repairs / included property		
Closing / possession / sale dependency		
Assignment / unusual provisions		
Main risk / professional review		

Preferred offer / reason / proposed counterterms

What must be clarified before acceptance?

YOUR NEXT STEP

Do not accept a figure without checking the conditions needed to achieve it.

Inspections and repair negotiations

The buyer's report is information to evaluate, not an automatic rewrite of the purchase agreement.

Read the rights and deadlines first

Identify the buyer's investigation period, notice requirements, repair request process and available remedies. A request may be negotiable even when the contract does not obligate the seller to make the requested change. Obtain legal advice on a disputed notice or interpretation.

Focus on scope and evidence

Ask for relevant findings, a qualified evaluation and a realistic remedy. Distinguish routine maintenance, a disclosed older component, an active defect and a financing/insurance issue. Do not minimize a finding without evidence or assume a report's every recommendation is a code violation.

Choose a workable response

Compare an agreed repair, permitted credit, price adjustment or another documented resolution. A credit may not cure a lender's required repair. Define the work, contractor, timing, documentation and verification; do not promise more than can be completed before closing.

Keep the property and record current

Maintain utilities and access as agreed. Save permits, receipts and warranties. If new damage or a failed repair occurs, inform the transaction team and ask what disclosure or amendment is required.

CINDY'S STRATEGY NOTE

A signed repair agreement should be specific enough that completion can be verified.



Sources: **CF7** **CF4** 27 Sep 2026

Control the seller's contract calendar



Use the actual agreement and amendments. Confirm the delivery and receipt of time sensitive notices.

Milestone	Date / time	Owner / evidence
Accepted agreement / deposit confirmation		
Buyer inspections and access		
Repair response / agreed completion		
Appraisal / financing milestones		
Title / authority / association resolution		
Payoffs and closing statements		
Signing and verified funds instructions		
Walkthrough / utilities / possession		
Move / postclosing obligations		

Largest unresolved closing risk / escalation contact

Extension, amendment or written confirmation needed

YOUR NEXT STEP

An extension request is not a signed extension. Do not rely on silence to change a deadline.

Your listing and access protocol



Record verified information. Leave unknown items blank and identify who will confirm them.

Agree on communication and property access. • Privacy needs and permitted arrangements. • A written contact and showing process.

Required approvals for price, offers and repairs

Showing notice, access route and permitted times

Private items, documents and photographs to remove

Updates: recipients, safe channel and frequency

Response deadline and escalation contact

Move out, condition and possession instructions

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Tax basis can follow the property

A qualifying transfer to a spouse or former spouse incident to divorce generally does not recognize gain or loss at the time of transfer. It ordinarily carries the transferring owner's tax basis rather than creating a fresh basis equal to the current value.

That means a transfer can defer a tax issue rather than eliminate it. A later sale may involve gain, depreciation or other adjustments. The precise transfer rules and exceptions, including issues involving a nonresident alien spouse, require tax review.

Ask the tax adviser to compare the proposed property transfer, cash settlement and eventual sale. Preserve original acquisition records, improvements, refinancing papers and rental history. Do not assume a large buyout payment automatically becomes a new cost basis.

IRS Publication 504 and Publication 523 address different parts of this analysis. Their current posted editions are tax year specific; confirm the rules for the actual transaction and filing year.



CINDY'S STRATEGY NOTE

Compare after tax consequences with a qualified adviser before finalizing the property arrangement.

Sources: **D1** **IR1** 27 Sep 2026

Sale gain and filing decisions

The federal main home exclusion has ownership, use and other requirements. Divorce does not automatically provide the largest exclusion or guarantee that each person qualifies. Special rules can affect transferred ownership and occupancy under a divorce or separation instrument.

Have the tax adviser evaluate each person's timeline, prior home sales, intended filing status, rental or business use, depreciation and any reduced exclusion. Do not equate cash proceeds with taxable gain.

Ask who receives tax forms, how records are shared and how an amount reserved for taxes will be handled under the agreement. A closing agent's disbursement is not a tax opinion.

Keep property tax prorations and income tax calculations separate. A refund, escrow balance, capital gain exclusion and settlement allocation are different items, even when all affect the household's finances.

CINDY'S STRATEGY NOTE

Write down which tax question must be answered before the transaction and which after it.



Sources: **D1** **IR1** 27 Sep 2026

Protect credit without assuming release

Identify which accounts remain joint and which obligations were assigned in an agreement. A divorce order does not itself remove names from the original credit contract. Confirm closure, refinancing, assumption or written release with the creditor when appropriate.

Monitor lawful access to payment information and retain proof of agreed payments. Discuss disputed charges, unauthorized activity, missed payments and account controls with counsel and the creditor. Do not hide assets or take unilateral action that violates an order.

A lender may treat certain court assigned debt differently in qualification under a particular program. That underwriting treatment does not release legal liability to the creditor or guarantee another lender's decision.

No action in this guide guarantees a credit score increase. Focus on accurate records, on time obligations, a sustainable budget and the specific requirements of the financing you are seeking.



CINDY'S STRATEGY NOTE

Separate credit reporting, loan qualification and legal debt responsibility.

Sources: **D4** **D2** 27 Sep 2026

Support income and a new mortgage

You decide whether to disclose support income for mortgage qualification. When you ask a lender to use it, documentation, receipt history and expected continuance matter. An award on paper is not automatically qualifying income.

In the cited Fannie Mae framework, the lender generally requires six months of full, regular and timely receipt and expected continuance for at least three years from the note date. A lump sum equalization payment is not steady income. Other programs and validation methods can differ.

Ask the lender to review your actual support documents and payment records before committing to another home. Keep the funds legally available for your intended use and do not confuse a settlement asset with recurring cash flow.

Your own budget should also allow for irregular receipt, childcare, insurance, transportation, maintenance and a reserve. Qualification is one constraint; day to day sustainability is another.

CINDY'S STRATEGY NOTE

Get the program specific income determination before basing your housing plan on support.



Sources: **D3** 27 Sep 2026

Choose the next home deliberately

A rental can provide time and predictability while sale proceeds, legal terms or loan qualification are unresolved. A purchase may fit when the timing, cash and long term plan are sufficiently clear. Neither route should be chosen only to prove that the transition is complete.

Confirm court restrictions, required notices or consent affecting relocation with counsel. Research the exact address, school assignment, commute, access, insurance and full ownership or rental costs using objective resources.

Avoid committing the same money to a buyout, legal expenses, moving and a down payment. Keep estimated proceeds distinct from money actually available after funding and the required distribution.

Decide what must be permanent now and what can be temporary. Space, location, school transport and support networks can matter more than duplicating the previous home immediately.



CINDY'S STRATEGY NOTE

A next home plan should protect flexibility as well as provide shelter.

Sources: **CF1** **CF4** **HU2** 27 Sep 2026

Your next home budget



Record verified information. Leave unknown items blank and identify who will confirm them.

Assess the next housing commitment. • Income, resources and itemized housing costs. • A budget with assumptions identified.

Confirmed income and income not yet approved by the lender

Recurring housing, childcare, transport and other obligations

Cash available after required settlement obligations

Moving costs, deposits or purchase cash needed

Emergency reserve and one time setup expenses

Location, access and timing constraints for legal review

Rent or buy decision and review date

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

When the property is more complex

A business property, rental portfolio, inherited interest, trust, bankruptcy, tax lien or threatened foreclosure needs the relevant specialists before a routine marketing plan. The identity of the owner, legal authority and source of proceeds may differ from a jointly owned residence.

For tenants, review leases, deposits, access and any notice requirements. A divorce does not eliminate a tenant's contract. For a trust or estate, obtain the documents that establish the authorized signer rather than relying on a family description.

For a shortfall, bankruptcy or pending foreclosure, obtain legal and servicer guidance quickly. Listing the property does not itself stop a legal deadline or create a lender approved resolution.

For foreign ownership, digital assets or unusual funding, ask the closing professional, lender, attorney and tax adviser to establish the documentation and compliance path. Do not accept promises of anonymity, tax avoidance or guaranteed settlement.



CINDY'S STRATEGY NOTE

Identify the specialist trigger before the ordinary sale process moves forward.

Sources: **D1** **IR1** **IR2** 27 Sep 2026

Scenarios to test with your team



Illustrative situation	Question that changes the plan
One person wants to keep the home	Can the full cost and required payout be funded, with the necessary approvals and release?
Sale is ordered but signatures are disputed	What authority and enforcement process must counsel resolve before a contract can be performed?
A low mortgage rate is attractive	Does an assumption or other route actually provide the required release and legal outcome?
The home will be rented temporarily	Are permission, management, reserves, reporting and an exit date documented?

These are planning scenarios, not outcomes from Cindy's clients or predictions of a court's decision.

CINDY'S STRATEGY NOTE

Find the unresolved condition that would make each route fail.

More scenarios worth testing



Illustrative situation	Planning response
Expected proceeds are small	Reconcile costs and claims early; consult the servicer and attorney about a potential shortage.
Support has not begun arriving	Ask the lender what can qualify now; compare temporary housing without assuming future receipts.
A party cannot safely attend meetings	Use an approved separate communication and signing process coordinated with counsel.
Property and court are in different states	Coordinate legal authority, title and recording with professionals for the relevant jurisdictions.

The goal is to make the constraints visible, not to force a predetermined sale or buyout.

CINDY'S STRATEGY NOTE

A fallback protects the plan when a critical approval is not available.

Sources: **D2** **D3** **D5** 27 Sep 2026

Before closing or transferring

Reconfirm the operative order or agreement, required signers, approved settlement figures, payoff statements, release requirements and disbursement instructions. Do not send money based only on an email chain or an old draft.

The closing or title professional should confirm how title, liens and recording are handled. The lender or servicer must confirm any release it controls. Legal counsel should resolve any difference between the planned transaction and the court requirements.

Plan possession, keys, condition, utilities, insurance and transfer of records. Confirm which items stay with the property and how personal property disputes are handled outside the buyer's expectations.

After completion, retain the final documents and evidence of performance. Follow up on lien releases, loan status, any holdback, tax forms and remaining obligations rather than assuming the last signature ended every responsibility.

CINDY'S STRATEGY NOTE

Verify the legal, loan, money and possession outcomes separately.



Sources: **CF4** **CF5** **D2** 27 Sep 2026

Questions for the legal and loan team

For your attorney

Who may authorize each step? Which order controls? What happens if financing, signatures or deadlines fail? How should safety and information sharing be handled?

For the lender or servicer

What loan or transfer route is available? What releases are required? What documentation, qualification, fee and timeline applies?

For the tax adviser

What basis and occupancy records are needed? How do transfer, rental use, exclusion, filing and allocation affect the result?



CINDY'S STRATEGY NOTE

Ask for the decision, required evidence and next deadline, not only a general opinion.

Sources: **D1** **D2** 27 Sep 2026

Questions for the property team

For the REALTOR®

Whom do you represent? How will information and approvals be handled? What evidence supports pricing and preparation? How will offers be compared?

For the appraiser or title professional

What is the valuation assignment and effective date? What title, authority, payoff, signing or recording items remain unresolved?

For the insurer and other specialists

How does occupancy or ownership change coverage? What inspections, repairs, management or safety measures should be completed?

CINDY'S STRATEGY NOTE

Match the professional's assignment to the question you need answered.



Divorce property questions, answered

Does signing a deed remove me from the loan?

Not by itself. The lender or creditor must confirm the appropriate release. Ownership and debt liability are separate.

Must we sell before the divorce is final?

There is no universal answer in this guide. Have counsel review the orders, authority, title, timing and agreed plan.

Will my proceeds equal half the equity?

Do not assume that. Costs, claims, agreements and applicable legal determinations affect the amount and allocation.



CINDY'S STRATEGY NOTE

Use the documents and professional determinations, not a universal rule from another case.

Sources: **D2** **D1** 27 Sep 2026

Your next 30 days



Record verified information. Leave unknown items blank and identify who will confirm them.

Turn the immediate plan into assigned tasks. • Known decisions, dates and professional input. • A dated list of actions and owners.

First urgent issue and professional contacted

Property and loan documents still needed

Valuation and financing questions to resolve

Preferred route and fallback under review

Next decision, authorized person and deadline

Safe communication and recordkeeping plan

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Your confidential planning summary



Record verified information. Leave unknown items blank and identify who will confirm them.

Prepare the property planning conversation. • Your priorities, timing and available records. • Questions and specific next actions to discuss.

Property and legal authority confirmed

Current loan, value and proceeds information

Sale, buyout or temporary route selected for review

Unresolved legal, loan, tax or safety issue

Next housing objective and available cash

What I want to accomplish in the real estate consultation

YOUR NEXT STEP

Resolve the unknowns before making the next commitment.

Sources and verification



Original source record dates and descriptions are retained. Select a title to open the source.

D5 **Confidential support and safety planning**

National Domestic Violence Hotline. 800-799-7233; text START to 88788. Use a safer device when necessary. Checked 27 September 2026.

D2 **Mortgage servicing after divorce or death**

Consumer Financial Protection Bureau. Successor and assumption issues; not a promise of release from debt. Checked 27 September 2026.

D4 **Monthly debt obligations**

Fannie Mae. Court assigned debt and continuing obligations; lender treatment does not change creditor rights. Checked 27 September 2026.

D1 **Publication 504: Divorced or Separated Individuals**

Internal Revenue Service. Transfers, basis, filing status and related federal tax issues. Current posted tax year applies; checked 27 September 2026.

Sources and verification



Original source record dates and descriptions are retained. Select a title to open the source.

IR1 **Publication 523: Selling Your Home**

IRS. Gain, adjusted basis and home sale exclusion tests. Current available publication reviewed; not an individual tax calculation.

GA1 **InfoBase, chapter 9: brokerage relationships**

Georgia Real Estate Commission. Agency, designated/dual representation and disclosure responsibilities under BRRETA.

GA2 **InfoBase, chapter 10: engagement agreements**

Georgia Real Estate Commission. Written brokerage engagement, compensation, confidentiality and termination terms.

NR1 **Consumer guide: written buyer agreements**

National Association of REALTORS®. Written agreement practice requirements for covered participants; not a claim about every state statute.

GA6 **License law and rules**

Georgia Real Estate Commission. Official route to current license law, BRRETA and commission rules.

Cindy LaDuke | 678-650-1425
CINDYSREALTYGROUP.COM

Sources and verification



Original source record dates and descriptions are retained. Select a title to open the source.

CF7 **Schedule a home inspection**

CFPB. Independent inspections and the difference between inspection and appraisal.

GA3 **Formal Advisory Opinion 13-1, approved Sept. 22, 2014**

Supreme Court of Georgia. Primary court opinion reproduced by Justia: lawyer responsibility for a real estate closing, not witness only signing.

CF4 **Review documents before closing**

CFPB. Closing Disclosure review for most covered mortgage transactions; other closing documents.

CF5 **Beware of mortgage closing scams**

CFPB. Independent verification of closing instructions and fraud prevention.

GA4 **Property tax homestead exemptions**

Georgia Department of Revenue. Ownership/residency, county filing and local exemptions. Check the current filing and assessment appeal windows.

Sources and verification



Original source record dates and descriptions are retained. Select a title to open the source.

D6 **File for divorce: official overview**

Georgia.gov. Superior Court and local filing resources; not individual legal advice. Checked 27 September 2026.

HU2 **Fair Housing rights and obligations**

HUD. Equal housing opportunity, prohibited discrimination and complaint resources.

D3 **Support and maintenance income**

Fannie Mae. Section dated 4 March 2026. Applies to this conventional loan framework, not every program; checked 27 September 2026.

CF1 **Buying a house: consumer tools**

CFPB. Affordability, mortgage shopping and transaction planning.

IR2 **FIRPTA withholding**

IRS. Foreign person seller withholding and exceptions require transaction specific review.

Cindy LaDuke | 678-650-1425
CINDYSREALTYGROUP.COM

Connect with Cindy



FOLLOW FOR UPDATES

Guides, local updates and practical real estate conversations.

Instagram
@cindyladuke7

X / Twitter
@CindybpR

Instagram
@cindyLaDuke777

YouTube
@CindysRealtyGroup

Snapchat
Cindy LaDuke

Facebook • Georgia
CindyLaDukeATL

LinkedIn
Cindy LaDuke

Facebook • Alabama
CindyLaDukeNorthAlabama

DISCUSS YOUR PROPERTY

Request a Private Property Planning Conversation

678-650-1425

cindy@cindysrealtygroup.com
www.cindysrealtygroup.com

Website

Cindy's Realty Group

eXp REALTY

Cindy's Realty Group by eXp Realty

LET'S CREATE YOUR PLAN

Request a Private Property Planning Conversation

Share your preferred contact method and the property decision you need to organize.

- Property facts and immediate priorities
- Sale, buyout and temporary options
- Valuation and estimated proceeds
- Coordination with your chosen professionals
- A discreet next step plan



Cindy LaDuke

Cindy LaDuke | Associate Broker | REALTOR®

678-650-1425 CALL OR TEXT

cindy@cindysrealtygroup.com

www.cindysrealtygroup.com

@cindyladuke7 | @cindyLaDuke777

Visit the website

Or call Cindy directly