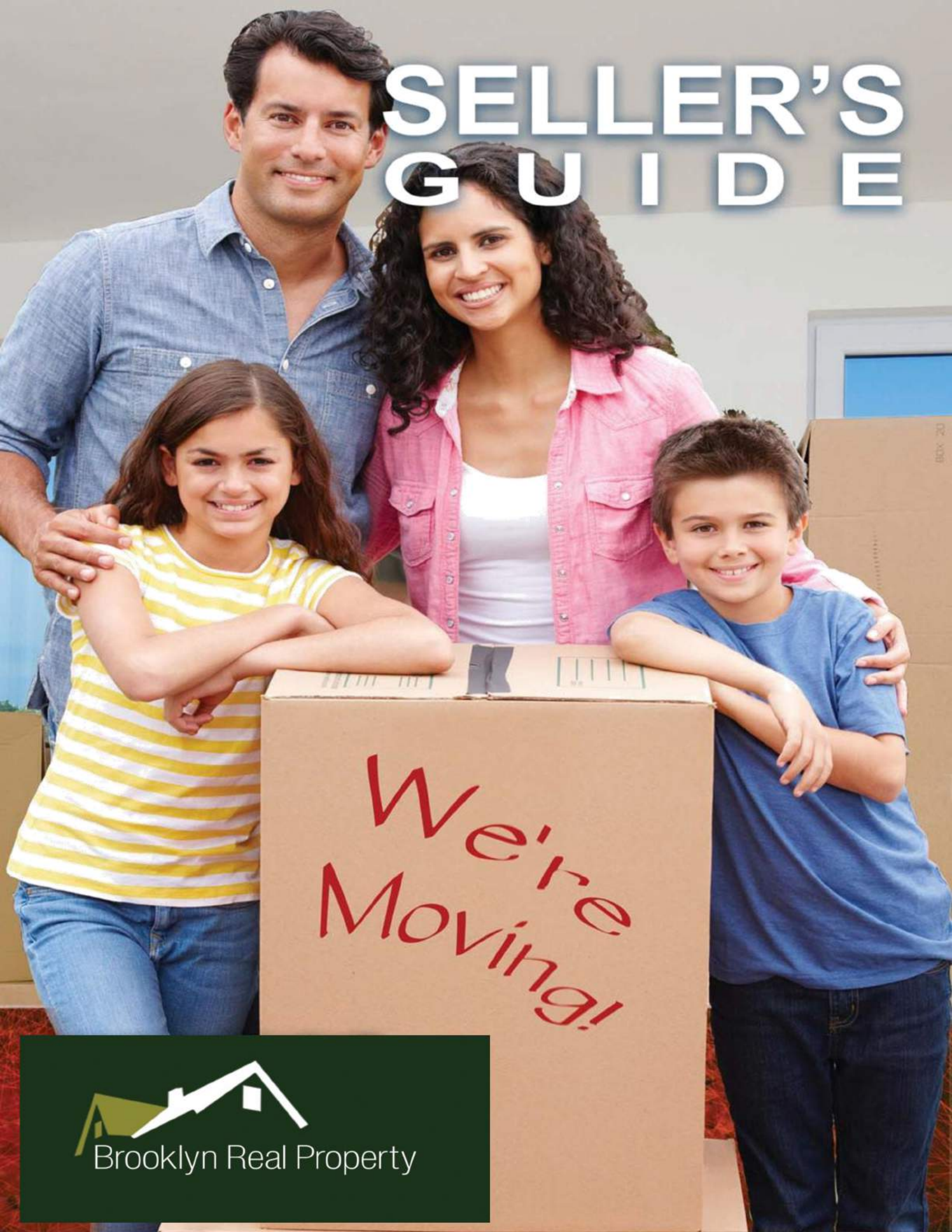


# SELLER'S GUIDE



Brooklyn Real Property





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# SELLER INFORMATION

Almost everyone has heard the terms “Buyers’ Market” and “Sellers’ Market.” Basically, these terms mean exactly what they say. In a “Buyers’ Market,” it is a good time to buy and in a “Sellers’ Market,” it is a good time to sell. But what are the factors that help make either of these markets exist? The chart below helps define and compare some of the important aspects of Buyers’ and Sellers’ Markets.

## Buyers’ Market

- High inventory of homes for sale
- Lower interest rates
- Unstable or weak local economy
- Less population influx into the areas
- Lower home prices
- Narrow area economic base
- Decreasing area employment base

## Sellers’ Market

- Lower inventory of homes for sale
- Lower or reasonable interest rates
- Strong local economy
- High population influx into an area
- Increasing home prices
- Diverse area economic base
- Increasing area employment base

### Some of the factors which help to predict Buyers’ and Sellers’ Markets include:

Weather, special interest areas by specific groups of people such as retirees, expanding employment, spiritual affiliations, special recreation availability, artistic activities or simply a heightened interest in the area.

One very important statistic that Buyers need to be aware of is that nationwide, more homes are sold during the five months, May through September, than are sold in the other seven months of the year.

### The reasons for this statistic are:

1. Weather is generally better in the higher selling months because it is easier for potential Buyers to be out looking for homes and ultimately moving.
2. Families prefer to move when the children are out of school.
3. Many Sellers have been led to believe that homes sell faster and at a higher price in the summer months.

### Here’s an example:

Suppose you will be attempting to purchase a home in Phoenix, Arizona. Knowing that there will probably be substantial heat June through August, those months might be a good time to:

1. Look at homes that are on the market, but are not selling quickly (the Sellers may be anxious or even desperate because few people are viewing their homes).
2. Your REALTOR® will be in contact with Sellers and other agents who may know potential Sellers who are willing to sell but have not yet put their home on the market.



- 3.
4. , in good condition and ready to show at short notice throughout the listing and sale process. The seller further understands this "Ready to Show" condition must be maintained even after an offer has been accepted to allow the potential Buyers, as well as any back-up offer Buyers the opportunity to see the home.
5. The Seller will make every effort to see that the home is easily accessible, including a lock-box and keys provided for the listing agent.
6. The Seller will see that all pets are either removed from the premises or caged properly during any potential showing periods. This could include the entire listing period if any animals stay in the home during the day when the Sellers are not present.
7. The Seller will work with all cooperating agents who may show the home and will provide for the listing agent all business cards that are left by these cooperating agents (agents should leave a card in the home at every showing to alert the Seller and listing agent that the property was shown).
8. The Seller agrees that if the property has not sold after the first 60 days of the listing period, the Seller and the agent shall meet and discuss any areas of concern of either party including, but not limited to, price, terms and condition of the property.
9. The Seller agrees to help market the property by maintaining a supply of fact sheets or brochures and distributing these sales items to friends, family members, or at any other opportunity which may arise in the normal course of the Seller's daily activity. The Seller will notify the listing agent immediately with the names of any persons who show an interest in the property.
10. The Seller agrees to notify the listing agent if any of the sales or marketing items are damaged or depleted (signs, brochures, etc).
11. The Seller shall expect contact with the agent on a weekly basis. However, the Seller shall not deem it necessary to have any excessive contact with the agent unless problems arise or there is a specific reason for the contact.
12. The Seller agrees to notify the agent of any personal circumstances, which may change the status of the listed property (law suits, separation or divorce, bankruptcy liens or judgments, refi nancing or additional financing using the listed property as collateral, change of owners of record, quit claim deeds or other transfers of title or substantial change of occupants tenants).
13. The Seller will notify the listing agent immediately if the Seller becomes aware of any code violation, zoning changes or problems or permit requirements which may affect the listed property.
14. The Seller agrees to maintain and have available on request, loan information, utility bills, warranties and service records, which might be of interest to agents or buyers.
15. The Seller agrees not to attempt to negotiate with any potential buyers or other agents unless requested to do so by the listing agent.
16. The Seller agrees not to talk to buyers unless agents are present.
17. The Seller agrees to return phone calls from listing agent immediately.
18. The Seller agrees to maintain the listed property in essentially the same condition as when the property was listed. The seller shall notify the agent if the furnishings are going to be removed and the Seller will not remove any property deemed as part of the real property (examples of real property are built-in cabinets, doors, in-ground sprinkler system, built-in security system, etc).
19. The Seller agrees to notify the agent immediately of any significant changes in the property such as remodeling, new roof, garage torn down, etc.
20. The Seller agrees to vacate the property as often as possible when property is being shown.
21. Seller agrees to notify the agent if they are going to be out of town for more than 24 hours. The Seller further agrees to provide the agent with his or her itinerary including phone numbers where they can be reached during this period. (If an offer is received, time is of the essence. The offer may expire in a matter of hours).



*As members of the Brooklyn MLS, REBNY Manhattan MLS, New York State MLS we are bound by a strict Code of Ethics. Here's why working with a REALTOR® works for you in terms of your interests, convenience, budget and your peace of mind throughout the entire selling process.*

### The Advantages of Using A Real Estate Agent?

Because you may be new to the home-selling process, the following list will give you some idea as to the responsibilities that your real estate professional can assist with.

1. Educate you through the entire home-selling process
2. Help you understand all of the paperwork
3. Handle any problems which might arise during the entire transaction
4. Properly prepare any forms, contracts and disclosures that are required and see that those items are legally correct
5. Provide comparable sales data to help assure that you are selling the home at the right price
6. Help you find qualified buyers
7. Help you to understand the complete escrow/closing and title process
8. Guide you with regard to repairs that should be made
9. Show your home in an effective and professional manner
10. Negotiate all facets of the transaction in your best interest
11. Guide you in your selection of competent escrow/closing and title people
12. Oversee the entire closing process
13. See that the completion of the transaction is smooth right through to signing the papers
14. See that all required disclosures are made
15. Suggest which professional inspections should or must be made on the property
16. Help you to spot buyers who are attempting to take advantage of you
17. Advise you as to how homes should be prepared to show and sell
18. Advise you as to when you should seek the advice of an attorney
19. Make sure that the appraisal process is handled properly
20. See that any repairs or requirements are met prior to closing
21. Advise you on any books or publications that you should read before, during and after the transaction has closed
22. Help you to negotiate the best price available for all costs and fees related to the transaction
23. Advise you as to any contractual changes which might be necessary prior to the closing
24. Help you recover any overages which are paid during the closing process
25. Advise you as to what course of action should be taken if the Buyer refuses to close the transaction
26. Negotiate and deal effectively in your behalf with the Buyer, other agents, escrow/closing, title people and attorneys
27. See that each and every facet of the selling process is effectively and professionally handled in your best interest



### PRICING

By providing valuable information on local market conditions, your BRP agent will help you price your property realistically and fairly. You will also be informed of changes in the market that may affect the sale of your property. Buyers learn very quickly what a fair price is, so if your home is not competitive in value with those they have in the same price range, it simply will sit longer or not sell.

### ADVERTISING

Exposure of your property is key to obtaining a quick sale in today's market. Your BRP agent will aggressively market your home through highly targeted advertising, aiming to reach as many potential Buyers as possible. By utilizing a variety of marketing tools, including Multiple Listing Services (MLS), advertisements in trade magazines, Internet and national referral networks, your Brooklyn Real Property salesperson will ensure that your home is sold expediently.

### SCREENING

Finding the right buyer is the ultimate goal of selling a property. Hence, the real estate professional will only show your property to serious, qualified Buyers. Brooklyn Real Property will exclusively manage the time consuming aspects of selling a home—like fielding constant telephone inquiries, setting up appointments and holding open houses.

### NEGOTIATION

A real estate agent can help you get top dollar for your home because negotiating is one of their areas of expertise. Bargaining for the best terms and price, acting as a mediator to smooth over any potential conflicts between you and the Buyer, and drawing up a legally binding contract is what you can expect from your trained professional.

### CLOSING

Not only will your BRP agent guide you through the complexity of paperwork that ensues during a home sale, but they will also keep you informed of everything including the inspection period and the escrow process.

### PROFESSIONALISM

Think of a Brooklyn Real Property, Inc. as the only trained professional who has the ability to sell your property quickly, cost-effectively & maximize the value. BRP are the proven professionals!



### **Maintenance and Home Improvement Record**

Have available all of the records with regard to maintenance service work, warranty work or improvements that you have made throughout the ownership of the home. Of particular interest will be roof replacement or repair, appliance repair, plumbing service and electrical work. If you have kept up with the proper service and maintained good records, most Buyers will see that as a very strong positive for the house.

### **Utility Bills**

Most potential Buyers will want to know the approximate monthly utility bills. If you have all of the bills for gas, electricity, propane, sewage, garbage and water for the previous year, have them available. If you have not saved your bills, call each of the utility companies and ask for a printout of your bills for the previous 12 months.

### **Taxes**

Most recent tax bill from NYC Dept. of finance Office.

### **Warranties**

Have available all warranties that are still in effect for appliances or other items for the home. This is especially important for roofs, pools, spas, electrical and major appliances.

### **Legalities of Home Preparation**

Some sellers make a severe mistake and try to cover up problems that exist with a home. An example is painting an interior wall to cover up a discolored area caused by a leak in the exterior wall or roof. This is an example of withholding pertinent information and falls under the laws of seller disclosure.

### **How Should Disclosure Be Done**

In many states (about 20 as of July 1, 1996) Sellers are required to complete a Seller disclosure form. These forms cover everything from appliances to roofs, plumbing, flooring, termites, and some even require disclosure with regard to zoning changes or new bonds and assessments, which will affect the Buyer's valuation of the property.



The following suggestions have been provided by successful sellers and agents who have sold a property that could have been considered a “difficult home to sell.”

1. Always look at the home from a Buyer's point-of-view. Be objective and honest.
2. Stimulate the Buyers' imagination by setting scenes. A warm fire, a chair with a quilt and a book on the table.
3. Create a spacious feeling in the home. Leave all interior doors completely open.
4. Post a chart or sheet that identifies and accentuates the positive features of the home.
5. Use folded quilts, bright colored pillows and fresh flowers to draw attention to positive features.
6. Use props such as a bright colored umbrella on a deck to point to backyard positives.
7. Disguise unsightly views, but do not use dark or heavy curtains.
8. Place 3 or 4-inch glass shelves inside window frames and place small plants or stuffed animals on shelves but leave lots of light streaming through.
9. Eliminate bad odors. Get rid of the source. Then use Lysol, potpourri, etc.
10. Make sure the front door area is immaculate and not cluttered.
11. Have a garage sale before the home is put on the market.
12. Maintain “comfort” in the home which lies somewhere between clutter and sterility.
13. When showing the home, make the interior of the home visible from the exterior.
14. If there is space, hang a two-person chair swing on the porch.
15. Place photos of the home during different times of the year (Christmas, barbecues, etc) throughout the house.
16. Make sure all doors, electric wall plates and wall corners are clean and free of fingerprints.
17. Clean out closets. Make them feel spacious.
18. Highlight the fireplace or wood burning stove.



"Curb Appeal" is the appeal of the home's exterior to the potential buyers. It is important to review some of the recommendations below with regard to the exterior of your home.

1. Have yard and shrubs manicured perfectly.
2. Make sure all walkways, driveways and entry areas are clean and not cluttered.
3. See that cement areas are clean and free of grease or oil spots.
4. Make sure cars, especially junkers which do not run, are not parked in the driveway, at the curb in front of the home or in adjacent parking areas on the property.
5. Provide color to the front yard and home by planting flowers in the flowerbeds or in flower pots around the exterior of the home.
6. See that there are not dead plants or shrubs in the yard.
7. Try to make the interior of the home visible from the exterior. Trim back shrubs and bushes away from the doors and windows and make sure that the drapes and the curtains are left open. Have the home bright and well lit, inside and out.
8. Be sure the roof and gutters are free of leaves, pine needles or other debris.
9. Make sure all of the windows are crystal clean.
10. See that the front, garage, or other doors visible from the front of the home are clean and well painted (no chipping or peeling).
11. Be sure that the entire front of the home is clean, well painted and free of any discoloration from water or mud splash.
12. Grass must be well trimmed and edged at all times.
13. See that all gutters and downspouts are attached securely and not hanging from the eaves or the roof.
14. Make sure that all lights work properly, especially in the evening or night hours.
15. Try to make the entryway feel warm and inviting.
16. Try to make the home feel inviting and warm without being cluttered.
17. Make sure that there are no children's toys, games or bicycles cluttering the yard or entry way.

## HOME SHOWING HINTS

### Staging

"Staging" is simply preparing your home as if you were setting a stage for a play, making it feel very complete and comfortable for the buyer as they tour the property. Specific staging techniques include: setting the dining room table complete with dishes, utensils, serving trays, napkins and candles or flowers.

### Descriptive Signing

Another specialty technique involves the use of small, professionally printed signs, approximately two inches high and two to four inches wide. The signs can be placed throughout the home pointing out specific highlights of the property.

### Should you be there?

It is almost always the suggestions of real estate professionals that the Seller vacate the property while it is being shown. Many potential Buyers will feel uncomfortable if a Seller is in the home, because these buyers will want to look at the property very closely (i.e. closets, storage areas, cabinets, refrigerators, under beds and in the garage).

### Children and Pets

If children are present during the showing, you should make every effort to keep them out of certain areas of the home while those portions of the property are being shown. Also, some buyers are allergic or afraid of pets. It's a good idea to keep pets out of the home or caged during the showing.

### Cards left at showings

It is very important for you to provide the listing agent with all of the business cards of agents, which have been left each time the property has been shown. The listing agent should receive the information on the cards as soon as possible. This will allow your agent to make contact with the buyer's agent and receive feedback on the showing.



- **First Impressions are lasting.** The front door greets the prospects. Make sure it is fresh, clean and scrubbed looking. Keep lawn trimmed.
- **Let the sun shine in.** Open draperies and curtains and let the prospect see how cheerful your home can be since dark rooms do not appeal.
- **Can you see the light?** Illumination is like a welcome smile. The potential buyer will feel a glowing warmth when you turn on all your lights for an evening inspection.
- **Repairs can make a big difference.** Loose knobs, sticking doors and windows, warped cabinet drawers and other minor flaws detract from home value. Have them fixed.
- **From top to bottom.** Display the full value of your attic and other utility space by removing all unnecessary articles.
- **Decorate for a quick sale.** Faded walls and worn woodwork reduce appeal. Why try to tell the prospect how your home could look when you can show them by redecorating? A quicker sale at a higher price will result. Safety first, keep stairways clear. Avoid cluttered appearances and possible injuries.
- **Make closets look bigger.** Neat, well-ordered closets show space is ample.
- **Arrange bedrooms neatly.** Remove excess furniture. Use attractive bedspreads and freshly laundered curtains.
- **Bathrooms help sell homes.** Check and repair caulking in bathtubs and showers. Make this room sparkle.
- **Fix that faucet!** Dripping water discolors sinks and suggests faulty plumbing.
- **Three's a crowd.** Avoid having too many people present during inspections. The potential buyer will feel like an intruder and will hurry through the house.
- **Silence is golden.** Be courteous but don't force conversation with the potential buyer. They want to inspect your house — not pay a social call.
- **Music is mellow.** But not when showing a house. Turn off the blaring radio or television. Let the agent and Buyer talk, free of disturbances.
- **Pets underfoot?** Keep them out of the way, preferably out of the house.
- **Be it ever so humble.** Never apologize for the appearance of your home. After all, it has been lived in. Let the trained salesperson answer any objections. This is his/her job.
- **In the background.** The salesperson knows the Buyer's requirements and can better emphasize the features of your home when you don't tag along. You will be called if needed.
- **Why put the cart before the horse?** Trying to dispose of furniture and furnishings to the potential Buyer before they have purchased the house often loses a sale.
- **A word to the wise.** Let your REALTOR® discuss price terms, possession and other factors with the buyer. He/she is eminently qualified to bring negotiations to a favorable conclusion.
- **Use your agent.** Show your home to prospective customers only by appointment through your agent. Your cooperation will be appreciated and will help close the sale more quickly.



# CHECKLIST FOR MOVING

## Address Change

- Give forwarding address to post office 2 to 3 weeks before moving
- Charge accounts, credit cards
- Subscriptions: Notice requires 6 to 8 weeks
- Friends and relatives

## Bank

- Transfer funds, arrange check-cashing in new city
- Arrange credit references

## Insurance

- Notify company of new location for coverage: life, health, fire and auto
- Make sure homeowners' coverage for your new house is in place.

## Utility Companies

- Gas, light, water, telephone, garbage
- Get refunds on any deposits made
- Return cable boxes

## Delivery Services

- Laundry, newspaper, change over of service

## Medical, Dental, Prescription Histories

- Ask Doctors and Dentists for referrals, transfer needed for prescriptions, eyeglasses and X-rays. Obtain birth records, medical records, etc.
- Arrange for medical services: Doctor, Dental, Veterinarian, etc.

## Pets

- Ask about regulations for licenses, vaccinations, tags, etc.

## Schools

- Get school transcripts (some districts require that they be sent directly from the prior school)

## Don't Forget To

- Empty freezer, plan use of foods
- Defrost freezer and clean refrigerator. Place charcoal inside to dispel odors
- Have appliances serviced before moving
- Clean rugs or clothing before moving. Have them wrapped
- Check with your moving counselor, insurance coverage, packing and unpacking labor, arrival day, various shipping papers, method and time of expected payment
- Plan for special care needs of infants and pets
- Check with Arizona Department of Agriculture of new area to see if they have restrictions on plants

## On Moving Day

- Carry enough cash or traveler's checks to cover cost of moving services and expenses until you make banking connections in your new city
- Carry jewelry and documents yourself or use registered mail
- Plan for transporting of pets; they are poor traveling companions if unhappy
- Let close friends and relatives know route and schedule you will be traveling including overnight stops. Use them as message headquarters
- Double check closets, drawers and shelves to be sure they are empty
- Leave old keys, garage door openers, broiler pans, landscape/house plans and instruction manuals needed by new owner with real estate agent



## At Your New Address

- Obtain certified checks or cashier's checks necessary for closing real estate transactions (check with escrow officer at Great American Title Agency, Inc for details)
- Check on service of telephone, gas, electricity, water and garbage
- Check pilot light on stove, water heater and furnace
- Ask mail person for mail he/she may be holding for your arrival
- Have new address recorded on driver's license and car registration
- Visit city offices and register to vote
- Register car and get new license plates
- Obtain inspection sticker and transfer motor club membership
- Apply for state driver's license
- Register family in your place of worship
- Register children in school



**When you meet the IRS's definition of a qualifying move, the following items are tax deductible:**

- The cost of trips to the area of a new job to look for a home. Your home shopping expedition does not have to be successful for the cost to be deductible.
- The cost of having your furniture and other household items shipped, including the cost of packing, insurance, and storage for up to 30 days.
- The cost of getting your family to the new hometown, including food and lodging expenses on the trip.
- The cost of lodging and 80% of food expenses for up to 30 days in the new hometown, if these temporary living expenses are necessary because you have not yet found your ideal home or it is not ready when you arrive.
- Certain costs associated with the sale of your old home and purchase of the new one. These expenses, including real estate commission, legal fees, state transfer taxes and appraisal and title fees, could be used either to reduce the gain on the sale of the previous home or to boost the basis of the new one. But it's usually beneficial to count them as moving expenses up to the allowable dollar limits, because that gives you an immediate tax benefit.

**Please note:** This material is provided for general information purposes and is not intended to provide tax or accounting advice. You should consult with your accountant or tax attorney as to the application of this information, or any other applicable tax provisions, to your situation.

## SAFETY TIPS...PROTECT YOUR HOME

### DAILY SAFETY TIPS

- Keep interior and exterior lights on while you are away.
- Make sure all windows are protected with secure locks.
- Secure windows and arcadia doors with a steel or wood brace.
- Keep bushes and trees trimmed to prevent possible hiding places.
- Keep emergency numbers near all telephones.
- It is not advisable to leave a key hidden outside of your home. If absolutely necessary, place the key in a very discrete location.
- Don't leave your keys out, whether in your home, office, etc. where someone can steal or duplicate them.
- Make sure you have accessible, working, flashlights.
- Leave the television or radio on to give the appearance of someone being at home.
- Keep your garage door closed and the entry door, from your garage into your house, locked.
- Consider getting a dog; barking dogs usually discourage burglars.
- Install the following safety features:
  - Dead-bolt locks on all entry doors
  - Motion detection lights outside
  - Secure entry doors (solid wood or steel)
  - A security system
- Leave your family name off of your door and mailbox. A well-known burglary tactic is to call Information to obtain the homeowner's telephone number.

### VACATION TIPS

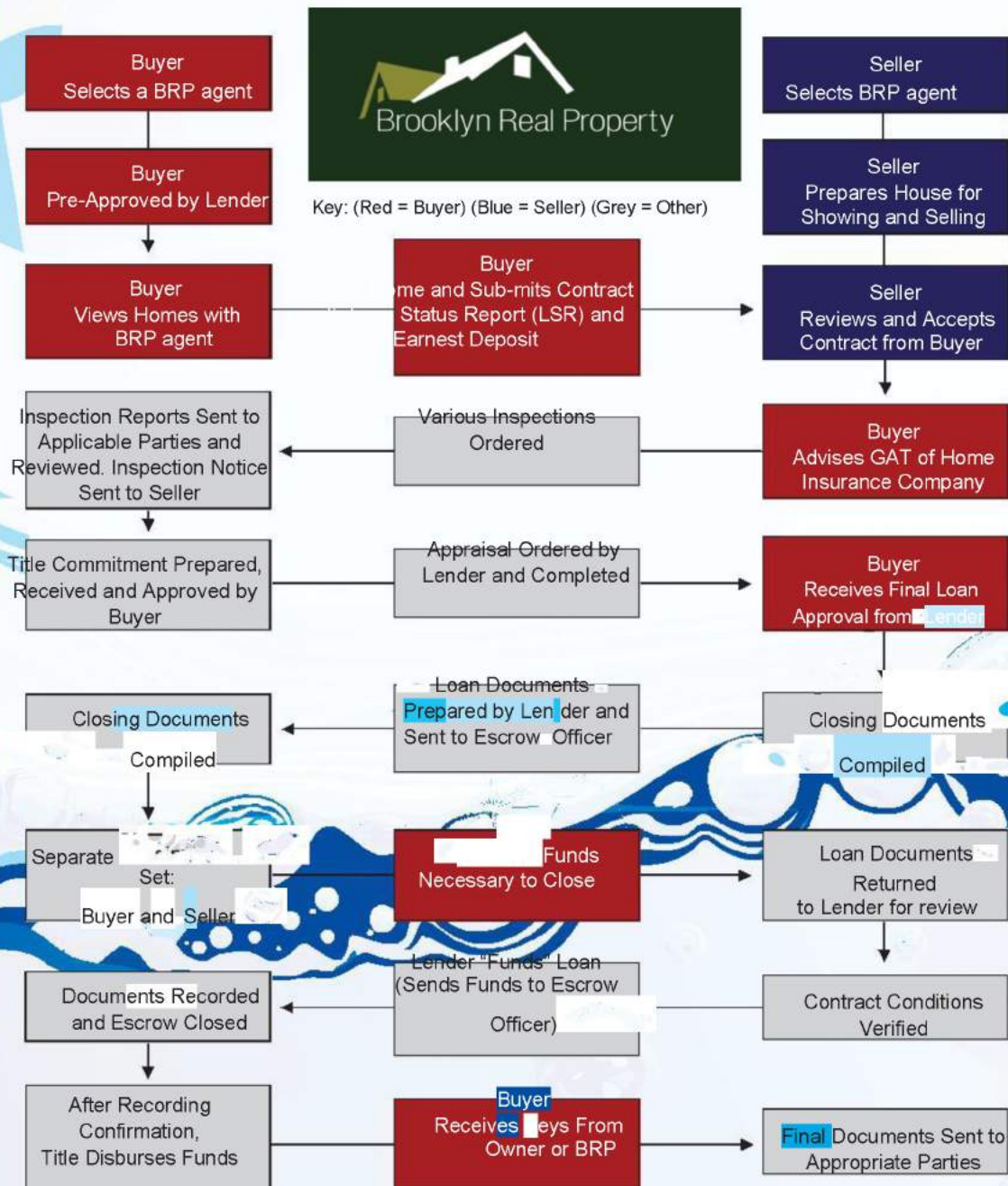
- Stop mail and newspaper deliveries.
- Consider using a house sitter to watch your home.
- Request "trusted" neighbors to periodically check on your home.
- Place interior lights on a timer to give the illusion of someone being home.
- Leave your normal message on your answering machine; NEVER leave a message announcing your extended absence or vacation plans.
- Never disclose travel plans to someone you do not trust.
- Alert your alarm company of an extended absence or vacation for security purposes.



# ESCROW PROCESS

The following graphic explains what is involved in an escrow. Your escrow officer is a "neutral third party", and his/her job is to gather all the documents and information from all involved parties to prepare for the transfer of the property.

## The ESCROW Process





## The Escrow Process

According to Webster, the word “**ESCROW**” means:

**“A contract, deed, bond, or other written agreement deposited with a third person by whom it is to be delivered to the grantee or promisee on the fulfillment of some condition.”**

Immediately after both the Buyer and Seller, assisted by a qualified REALTOR®, have agreed to the provisions of a contract and have signed that contract, the REALTOR® then takes the contract to Great American Title Agency to “OPEN ESCROW”.

- As an escrow holder, Title Agency’s duty is to act as the neutral third party and the liaison between all parties involved. We hold all documents and all funds, pursuant to the purchase contract, until all terms have been met and the property is in insurable condition; then, we make the final exchange.

**Note:** We do not work for the Seller or for the Buyer; however, we are employed by all parties and act only upon written instruction.

### The escrow process begins and progresses as follows:

1. A copy of the existing deed is ordered by the escrow officer, to obtain the legal description of the property and the names of the recorded or owners of record.
2. The escrow officer or her/his assistant then orders a commitment for title insurance from Great American Title Agency’s title department, in order to determine what will be required to close the transaction and to inform the Buyer and the Buyer’s Lender what will remain of record against the property after closing.
3. Statements from the Seller’s existing Lender and the homeowners association are ordered in order to determine the amounts needed for payoff and/or transfer at the close of escrow.
4. Copies of the commitment for title insurance, covenants, conditions and restrictions and termite inspection reports are forwarded to Buyer, Seller, Lender and/or agents for their approval as received.
5. Upon receipt of the Buyer’s loan documents from the Buyer’s Lender, the escrow officer prepares the settlement statement (or HUD), based on the information provided by the Buyer’s Lender, the statements from homeowners association and payoff Lenders and the purchase contract. The Buyer and Seller are contacted separately to schedule signing appointments for each. Buyer and Seller are signed separately. The Buyer will deposit their closing funds at the scheduled signing time unless other arrangements are previously made.
6. After signing, the loan documents are returned to the Buyer’s Lender for approval and funding. Upon receipt of the loan proceeds from the Lender, the escrow officer will release the documents in the transaction for recording with the County Recorder on the agreed upon recording date. After recording, the funds are disbursed and copies of all documents are provided to the REALTORS®, Buyers and Sellers and the title insurance policies are issued to the Buyer and the Buyer’s Lender.



# OFFER PROCESS & INSPECTIONS

In all states in the United States, as well as every province in Canada, all real estate contracts must be in writing. This includes the offer to purchase and receipt for deposit, which will be used in making an offer on a property.

Even if the Buyer/Seller has given their agent permission to bargain for a property on their behalf, that agent must have a signed Purchase Contract before they can actually present the offer (only if an agent has a signed Power of Attorney to act on behalf of the Buyer/Seller can they make writ-ten offers in the Buyer's/Seller's name).

**When the Buyer has found a home they wish to buy, the offer process will go something like this:**

1. The Buyer may prepare an Estimated Closing Cost form that will give the Buyer an estimate of what it will cost them to purchase the home. This will include all closing costs and the down payment (based on the amount which the Buyer has decided to offer for the home).
2. The Buyer and their agent will prepare the actual Purchase Contract which is their offer to purchase and will be presented to the Seller. The standard form is nine pages and there are other forms, such as the Agency Disclosure, which the Buyer/Sellers will also need to sign.
3. The Buyer's agent will then contact the Sellers' agent and set an appointment to present the offer., it is permissible for the Buyers' agent to present the offer to the Seller (in the presence of the Sellers' agent, of course).
4. The Sellers will then usually take a short period of time to evaluate the offer, discuss the information and decide if they wish to accept what the Buyers have offered. The Sellers' agent may also prepare a Net Proceeds Statement for the Sellers which will detail the estimated costs to sell the home and how much the Sellers will actually receive under the terms of the offer.
5. The Sellers will then either accept the offer or prepare a counter offer.
6. If the Sellers accept the offer, now begins the closing process. If the Sellers give the Buyer a counter offer, the ball is back in the Buyer's court and they must decide if they will accept, reject, or counter the counter offer.
7. Since the Buyer wants to gain the right to buy the home before other offers are presented, this process often moves along quickly. It is important for the Buyers and Sellers to be available for their agent!



## Estimated Cost Sheet

	CASH	CTM	FHA/VA	CONV	SELLER	BUYER	
1. Down Payment	X	X	X	X		\$	
2. Escrow Fee (Charge Seller on VA)	X	X	X	X	\$ ½	\$ ½	
3. Owner's Title Policy	X	X	X	X	\$		
4. ALTA Loan Policy (Combo rate based on loan amount)			X	X		\$	
4a. Standard Loan Policy		X				\$	
5. Recording/Affidavit File Fees	X	X	X	X	\$ ½	\$ ½	
6. Home Protection Plan					\$Negotiable	\$Negotiable	
7. Real Estate Commission	X	X	X	X	\$		
8. Termite Inspection	X	X	X	X		\$	
9. Homeowner's Association Fees					\$ ½	\$ ½	
10. Tax Prorations	X	X	X	X	\$		
11. Homeowner's Insurance (Fire/Flood)	X	X	X	X		\$	
12. Assessments-sewer, etc. (Payoff or Prorate)					\$ or prorate		
13. Discount Points			X	X	\$Negotiable	\$Negotiable	
14. Origination Fee – Negotiable			X	X		\$	
15. Appraisal Fee – Negotiable			X	X	\$		
16. Lender's Document Preparation Fee			X	X	\$ (FHA/VA)		
17. Credit Report Fee			X	X		\$	
18. Tax Service Contract			X	X	\$ (FHA/VA)		
19. Bring down Endorsement/Underwriting					\$ (FHA/VA)		
20. VA Funding Fee			X			\$	
21. FHA MIP or PMI Premium			X	X		\$	
22. Existing Loan Payoff (Including Unpaid Interest)	X	X	X	X	\$		
23. Payoff Demand Fee	X	X	X	X	\$		
24. Reconveyance Fee	X		X	X	\$		
25. Insurance Impound			X	X		\$	
26. Tax Impounds			X	X		\$	
27. MIP/PMI Impounds			X	X		\$	
28. Prepaid Interest			X	X		\$	
29. Loan Transfer Fee		X			\$ ½	\$ ½	
30. Prepayment Penalty	X		X	X	\$		
31. Prorated Interest (Payoff for Seller)	X		X	X	\$		
32. Prorated Interest (New Loan for Buyer)			X	X		\$	
33. Account Servicing Set Up Fee					\$ ½	\$ ½	
34. Repairs					\$		
35. Home Inspection Fee					\$	\$	
TOTAL ESTIMATED COSTS FOR SELLER AND BUYER						\$	\$



Unlike other states such as Arizona, real estate agents are authorized to write purchase contracts and escrow/title companies are authorized to complete standard documents to close a real estate transaction. As a result, attorneys are not commonly engaged in real estate closings of residential property. The real estate professionals generally involved include the real estate agents, the escrow officer and the Buyer's loan officer.

Be advised, however, that none of the above referenced professionals are allowed by law to offer legal advice. If you have a complex transaction or have questions or doubts that cannot be answered by your real estate professionals, it is important that you consult with an attorney.

#### **In Short, the Escrow Holder's Duties Include:**

- Open Escrow.
- Request a Title Commitment to determine the status of title to the property.
- Comply with the lender's requirements as specified on its instructions to escrow.
- Receive and handle purchase funds from the Buyer.
- Prepare or secure the deed and documents related to the escrow.
- Prorate taxes, interest, insurance and rents.
- Secure releases of all contingencies or other conditions imposed on the escrow.
- Record the deed and any other documents.
- Request the title insurance policy.
- Close the escrow pursuant to instructions supplied by the Seller, Buyer, and Lender, if any.
- Disburse funds as authorized by the instructions, including charges for title insurance, recording fees, real estate commissions and loan payoffs.
- Prepare final statements for all parties involved that account for the disposition of all funds held in the escrow account.



**Note:** Arizona is a community property state. Property acquired by a husband and wife is presumed to be community property unless legally specified otherwise. Title may be held as "Sole and Separate." If a married person acquires title as "Sole and Separate", his or her spouse must execute a disclaimer deed to avoid the presumption of community property. Parties may choose to hold title in the name of an entity, e.g., a corporation; a limited liability company; a partnership (general or limited); or a trust. Each method of taking title has certain significant legal and tax consequences. Therefore, you are encouraged to obtain advice from an attorney or other qualified professional.

Community Property	Joint Tenancy w/ Rights of Survivorship	Community Property w/ the Right of Survivorship	Tenancy in Common	Sole and Separate
Requires a valid marriage between two persons.	Parties need not be married: may be more than two joint tenants	Requires a valid marriage between two persons.	Parties need not be married; may be more than two tenants in common.	See "Note" at top of page
Each spouse holds an undivided one-half interest in the estate.	Each joint tenant holds an equal and undivided interest in the estate, unity of interest.	Each spouse holds an undivided one-half interest in the estate.	Each tenant in common holds an undivided fractional interest in the estate. Can be disproportionate. e.g. 20%-80% or 60%-40%	See "Note" at top of page
One spouse cannot partition the property by selling his or her interest.	One joint tenant can partition the property by selling his or her joint interest.	One joint tenant can partition the property by selling his or her joint interest.	Each tenant's share can be conveyed, mortgaged or devised to a third party.	See "Note" at top of page
Requires signatures of both spouses to convey or encumber.	Requires signatures of all joint tenants to convey or encumber the whole.	Requires signatures of both spouses to convey or encumber.	Requires signatures of all tenants to convey or encumber the whole.	See "Note" at top of page
Each spouse can devise (will) one-half of the community property.	Estate passes to surviving joint tenants outside of probate.	Estate passes to surviving joint tenants outside of probate.	Upon death the tenant's proportionate share passes to his or her heirs by will or intestacy	See "Note" at top of page
Upon death, the estate of the decedent must be "cleared" through probate, affidavit or adjudication.	No court action required to "clear" title upon the death of joint tenant(s).	No court action required to "clear" title upon the first death.	Upon death the estate of the decedent must be "cleared" through probate, affidavit or adjudication.	See "Note" at top of page
Both halves of the community property are entitled to a "stepped up" tax basis as of the date of death.	Deceased tenant's share is entitled to a "stepped up" tax basis as of the date of death.	Both halves of the community property are entitled to a "stepped up" tax basis as of the date of death.	Each share has its own tax basis.	See "Note" at top of page





# TITLE INFORMATION

## Title Insurance

In every real estate transaction, the matter of title insurance arises. It is a contract of indemnity which guarantees that the title is as reported and, if not reported the owner is damaged. The title policy covers the insured for their loss up to the amount to the policy. It assures owners that they are acquiring marketable title and is designed to eliminate risk or loss caused by defects in title from the past.

A policy of title insurance is issued to a Buyer and/or a Lender to guarantee to the insured party or parties, "Free and Clear" title to the property being insured, from the beginning of time until the date and time the Buyer acquires title to the property. In the case of a Lender's policy until the date and time the Lender's loan document is recorded against the property.

***"Free and Clear" is defined as there being no loans, liens, encumbrances, back taxes, easements or covenants, conditions or restrictions against the property that were not disclosed on Schedule 'B' of the commitment for title insurance issued by the insuring company.***

## What Title Insurance Protects Against

Here are just a few of the most common hidden risks that can cause a loss of title or create an encumbrance on title:

- False impersonation of the true owner of the property
- Forged deeds, releases of wills
- Undisclosed or missing heirs
- Mistakes in recording legal documents
- Deeds by persons of unsound mind
- Deeds by minors
- Deeds by persons supposedly single, but in fact married
- Liens for unpaid inheritance, income of gift taxes
- Fraud

## What Protection Does Title Insurance Provide Against Defects and

### Hidden Risks?

Title insurance will pay for defending against lawsuits attacking your title as insured, and will clear up title problems or pay the losses. By combining expertise in risk elimination at the time of issuing a policy and protection against hidden risks as long as the policy remains in effect, your title insurance protects against title loss.



### **The Title Search**

Great American Title Agency works to eliminate risks by performing a search of the public records or through our own title plant. The search consists of public records, laws and court decisions pertaining to the property to determine the current recorded ownership, any recorded liens or encumbrances or any other matters of record, which could affect the title to the property. When a title search is complete, we will issue a Title Commitment detailing the current status of title.

### **The Title Commitment**

A Title Commitment contains vital information which can affect the close of escrow: Ownership of the subject property; where the current owners hold title; matters of record that specifically affect the subject property or the owners of the property; a legal description of the property and an informational plat map.

### **Two Kinds of Title Policies**

It is important for the Buyer to know that there are two kinds of title insurance:

**Lender's** title insurance protects only the interest of the Lender. Lenders, knowing the many things that can snarl title to real property usually — and rightly — insist upon Lenders title insurance to protect their stockholders and/or investors.

**Owner's** title insurance protects the interests of the Buyer. Both kinds of title insurance are available in most areas in a single, low cost "package" that protects both Lender and Buyer for as long as they or their heirs have any interest in the property.

Great American Title Agency, Inc. without expense to you, will defend you against insured claims upon the title to your property. The one-time premium is small. The protection is great.

*The American Land Title Association (ALTA) is the standard policy of title insurance in Arizona.*



As a homeowner, or a potential homeowner, it is important to understand the advantages of Home Warranty protection. The Home Warranty policy covers the repair and/or replacement of major mechanical and major appliances, such as plumbing, heating and air conditioning units. Be aware that there are a variety of plans available, and you should select the plan that meets your needs and your budget.

## **BENEFITS OF HOME WARRANTY COVERAGE TO THE SELLER**

- Home may sell faster and at a higher price
- Optional coverage during the listing period
- Protection from legal disputes that occur after the sale
- Increases the marketability of your home

## **BENEFITS OF HOME WARRANTY COVERAGE TO THE BUYER**

- Warranty coverage for your major systems and built-in appliances
- Protects your cash flow
- Puts a complete network of qualified service technicians at your service
- Low deductible

**Please note that optional coverage is available for swimming pools, washers/dryers, spas and well pumps.**

Real Estate contracts often contain contingency clauses that allow buyers to inspect the property physically (usually at their expense.) This inspection provides a comprehensive review of the infrastructure of the property.

Which inspections to order is usually a matter of observation and knowledge of what is critical to a particular region or area. Below is a list of the three most common types of inspections:

### **Structural Pest Control**

- An inspection to determine the existence of any active infestation by wood destroying organisms.
- Section 1, on the report, will reflect items that need immediate attention due to active infestation. The Lender will usually require that the work be performed prior to funding the loan.
- Section 11, on the report, will reflect items that may cause infestation, and if not corrected, may cause damage.

### **Physical Inspection**

Buyers are often encouraged to have a comprehensive review of the structure and components of property by professionals. Competent inspectors are usually members of the American Society of Home Inspectors (ASHI).

- This inspection encompasses roof, plumbing, electrical, heating and any other accessible areas of the structure.
- The Home Inspection Company will provide a written report, with recommendations, for repair or further inspection by a specialist.
- Please note that home inspection charges range from \$150 to \$300, depending on the size of the home.

### **Other Common Inspections**

- Water Conservation
- Contractors Home Inspection
- Well and Septic
- Chimney Inspection
- Seismic
- Heating and Air Conditioning
- Hazardous Materials
- Structural Engineering
- Zoning and Building Permit Compliance
- Energy Audit
- Geotechnical



# TAX INFORMATION

## Annual Tax Statement

- Annual statements are billed for the calendar year, although they are not issued until the fall of the current year. (September or October).
- Taxes may be paid in two halves:
  1. The first installment is due October 1st and delinquent November 1st.
  2. The second installment is due March 1st of the following year and delinquent May 1st.
- Always check the property description on the tax statement to avoid paying on the wrong property. The Treasurer CANNOT be held responsible for payments made on the wrong property. To assure proper posting of payments and information to your address, please furnish your parcel number when making any payments or inquiries at the Assessor's or Treasurer's office
- The law does not recognize failure to receive a tax statement as reason for waiving interest. The Treasurer MUST assess interest on all delinquent payments at the rate of 16% per year (simple), prorated monthly on the first day of each month.

## New Ownership

- The transfer of ownership information may take six (6) months or more to process. As a result, new owners may not receive a tax bill for property purchased after November 1st of the previous year.
- If a tax statement has not been received by October 15th, the new owner MUST contact the Treasurer for the statement so that payment can be made before the first half becomes delinquent. *Value Notice*
- On or before January 31st of each year, an Assessment Notice is sent from the Assessor to each property owner, at the last known address. The Notice includes information for the new tax year, such as property full cash value, assessed value, classification and assessment ratio.
- During a 45-day period after receipt of the Assessment Notice, valuations can be protested through the County Assessor.



**When you meet the IRS's definition of a qualifying move, the following items are generally tax deductible:**

- The cost of trips to the area of a new job to look for a home. Your home shopping expedition does not have to be successful for the cost to be deductible.
- The cost of having your furniture and other household items shipped, including the cost of packing, insurance, and storage for up to 30 days.
- The cost of getting your family to the new hometown, including food and lodging expenses on the trip.
- The cost of lodging and 80% of food expenses for up to 30 days in the new hometown, if these temporary living expenses are necessary because you have not yet found your ideal home or it is not ready when you arrive.

**Please note:** *This material is provided for general information purposes and is not intended to provide tax or accounting advice. You should consult with your accountant or tax attorney as to the application of this information, or any other applicable tax provisions, to your situation.*

# About us

## Brooklyn Real Property

With Four offices (and growing!), a dedicated staff, and over 25 years of Real Estate knowledge and experience, Brooklyn Real Property is no stranger to the Brooklyn Real Estate Market! We are your LOCAL neighborhood Real Estate Broker! We are big enough to handle the biggest job & small enough to give you your personal undivided care & attention! We are REAL people, real BROOKLYN, real PROPERTY!!

We are committed to not only providing a fiduciary service to our customers, but to also build a learning relationship and watch it become a family! We take our customers by the hand and walk them through their real estate journey from beginning to end.

Broker/Owner Jean Paul Ho has been helping families in Brooklyn since 1986. We help make their dreams of home ownership into a reality. It's no surprise that our promise to our clients is "Real Brooklyn. Real People. Real Property".

We are located **Downtown**, in the Boerum Hill section of Brooklyn and also across town in **Flatlands** & in the heart of Brooklyn **Flatbush** (and already with plans to open several other offices) & in one of the busiest area in **Bensonhurst** which allows us to have one of the most diverse teams in the business. Coming soon our **Hudson Yard** office in Manhattan, Our multilingual staff resides in all areas of Brooklyn, which gives us the knowledge needed to better serve you. We are very proud to say that no matter where in Brooklyn you may need our services, we are your neighbor.

Come in and let us build a relationship that will last a lifetime and you will see that we don't just know Brooklyn, we are Brooklyn. We wouldn't name our company Brooklyn Real Property if we didn't believe in Brooklyn and the people that make it such a special place, YOU!

**Real Brooklyn. Real People. Real Property.**

Support your LOCAL neighborhood small business!



**Agency**

A legal relationship in which someone (principal) hires someone else (agent) to represent them to a third party.

**Amendment**

An alteration, addition, or correction to an agreement that does not change the principal idea or essence of the original agreement.

**Amortized Loan**

A loan that is completely paid off, interest and principal, by a series of regular payments that are equal or nearly equal. Also called a Level Payments Loan.

**Appraisal**

Opinion as to value of property; a conclusion resulting from an analysis of facts affecting fair market value.

**Appreciation**

An increase in value of real estate.

**Assessed Value**

Value placed on property by the Central Appraisal District as a basis for taxation.

**Assessments**

Special impositions on property to pay the cost of a local work of improvement, e.g. sidewalks, curbs, sewers, street lighting.

**Assessor**

County official who determines the assessed value of property for tax purposes.

**C.C. & R.'s**

The Covenants, Codes, and Restrictions of a subdivision or master planned community. These regulations grant the association the right to enforce certain aspects of the community. (Example: Exterior colors or plantings).

**Chain of Title**

A summary or digest of the conveyances, transfers, and any other facts relied on as evidence of title, together with any other elements of record that may affect the marketability of the title.

**Closing**

The final settlement of a real estate transaction between the Buyer and Seller.

**Cloud on Title**

Semblance of title, or a claim appearing on some legal form, that is in fact invalid.





**Condominium**

A system of individual fee ownership of units combined with joint ownership of common area of the structure and the land.

**Conventional Mortgage**

A mortgage securing a loan made by investors without governmental underwriting.

**Counter-Offer**

A rejection of an offer by a seller along with an agreement to sell the property to the potential buyer on terms differing from the original offer.

**Deed**

Written instrument which, when properly executed and delivered, conveys title of real property.

**Deed of Trust**

A written instrument used in Arizona in place of a mortgage to secure the lender's rights.

**Disclosure**

To make known or public. When dealing with real property, all disclosures should be in writing.

**Discount Points**

Additional charges made by a lender at the time a loan is made. Points are measured as a percent of the loan, with each point equal to one percent. These additional interest charges are paid at the time a loan is closed to increase the rate of return to the lender so as to approximate the market level.

**Earnest Money Deposit**

Down payment made by a purchaser of real estate as evidence of good faith.

**Easement**

Created by grant or agreement for a specific purpose, an easement is the right, privilege or interest which one party has in the land of another. (Example: rights of way, pipelines, roads, driveways, and utility companies).

**Encumbrance**

Anything that affects or limits the ownership of real property, such as mortgages, liens, easements or restrictions of any kind.

**Equity**

The interest or value that an owner has in real estate over and above the liens against, real property.

**Escrow**

The deposit of instruments and funds with instructions (the Contract) to a third neutral party (Escrow Agent) to carry out the provisions of an agreement or contract; when everything is deposited to enable carrying out the instructions, it is called a complete or perfect escrow.

**Fair Market Value**

The price at which a willing Seller would sell, and a willing Buyer would buy, neither being under abnormal pressure.

**FHA Loan**

A loan guaranteed by the Federal Housing Administration.

**Impound Account**

Account held by the lender for payment of taxes and/or insurance against the real property.

**Legal Description**

A description of land that complies with government surveys to thoroughly identify a specific parcel so that it, and its boundaries, cannot be mistaken for any other.

**Lien**

A form of encumbrance that usually makes property security for the payment of a debt or discharge of an obligation. (Example: Judgments, taxes, mortgages, deeds of trusts, etc.).

**Mortgage**

An instrument recognized by law by which property is hypothecated to secure the payment of a debt or obligation; procedure for foreclosure in the event of default is established by statute.

**Mortgagee's Title Policy**

A policy required by the Lender to ensure that the Lender has a valid lien. It does not protect the Buyer. It can also be required for 2nd mortgages.

**Origination Fee**

A fee charged the borrower by the lending institution.

**Owner's Title Policy**

A policy that insures the Buyer against loss due to any defect of the title, not accepted to or excluded from the policy.

**Personal Property**

Any property which is not real property, e.g. money, appliances, cars, boats, furniture, etc. In real estate, anything not permanently attached to the building is considered personal property.

**PITI**

A payment that included Principal, Interest, Taxes, and Insurance.

**Power of Attorney**

A legal "instrument" whereby a principal gives authority to another to act for them.

**Promissory Note**

Following a loan commitment from the Lender, the borrower signs a note promising to repay the loan under stipulated terms. The promissory note establishes personal liability for its repayment.



**Quit Claim Deed**

Deed that conveys whatever present right, title, or interest the grantor may have. A deed operating as a release.

**Real Property**

Lands, buildings and appurtenances (immovable property).

**Recordation**

Filing for record in the office of the County Recorder for the purpose of giving constructive notice of a title, claim, or interest in real property.

**Special Assessment**

Legal charge against real estate by a public authority to pay cost of public improvements such as: Streetlights, curbing, sidewalks, street improvements, etc.

**S.P.D.S.**

Also referred to as "SPUDS," is the Seller's Property Disclosure Statement. Sellers are required to fill out a form to disclose any problems that they are aware of that affect the property regardless if they occupied the property or not.

**Subdivision**

A parcel of land that has been divided into smaller parts.

**Termite inspection**

An inspection required by the Lender to show that the property is free and clear of active termites.

**Time is of the Essence**

A term that demands punctual performance in a binding agreement.

**Trust**

Fiduciary relationship in which one party (trustee) holds title to property for the benefit of another party (beneficiary).

**VA Loan**

A loan guaranteed by the Veteran's Administration.

**Warranty Deed**

A deed used to convey real property that contains warranties of title and quiet possession and the grantor agrees to defend the premises against the lawful claims of third persons.

**1031 Exchange**

A method enabling property owners to trade an investment property for another investment property (or properties) without paying capital gains taxes on the transaction.





Use this directory to keep important numbers handy.

***Brooklyn Real Property Real Estate Salesperson***

Name \_\_\_\_\_  
Phone \_\_\_\_\_ Cell: \_\_\_\_\_  
E-mail \_\_\_\_\_  
Fax \_\_\_\_\_  
Address \_\_\_\_\_

***Loan Officer***

Company \_\_\_\_\_  
Phone \_\_\_\_\_ Cell: \_\_\_\_\_  
E-mail \_\_\_\_\_  
Fax \_\_\_\_\_  
Address \_\_\_\_\_

***Other***

Company \_\_\_\_\_  
Phone \_\_\_\_\_ Cell: \_\_\_\_\_  
E-mail \_\_\_\_\_  
Fax \_\_\_\_\_  
Address \_\_\_\_\_

***Title Company***

Company \_\_\_\_\_  
Phone \_\_\_\_\_ Cell: \_\_\_\_\_  
E-mail \_\_\_\_\_  
Fax \_\_\_\_\_  
Address \_\_\_\_\_

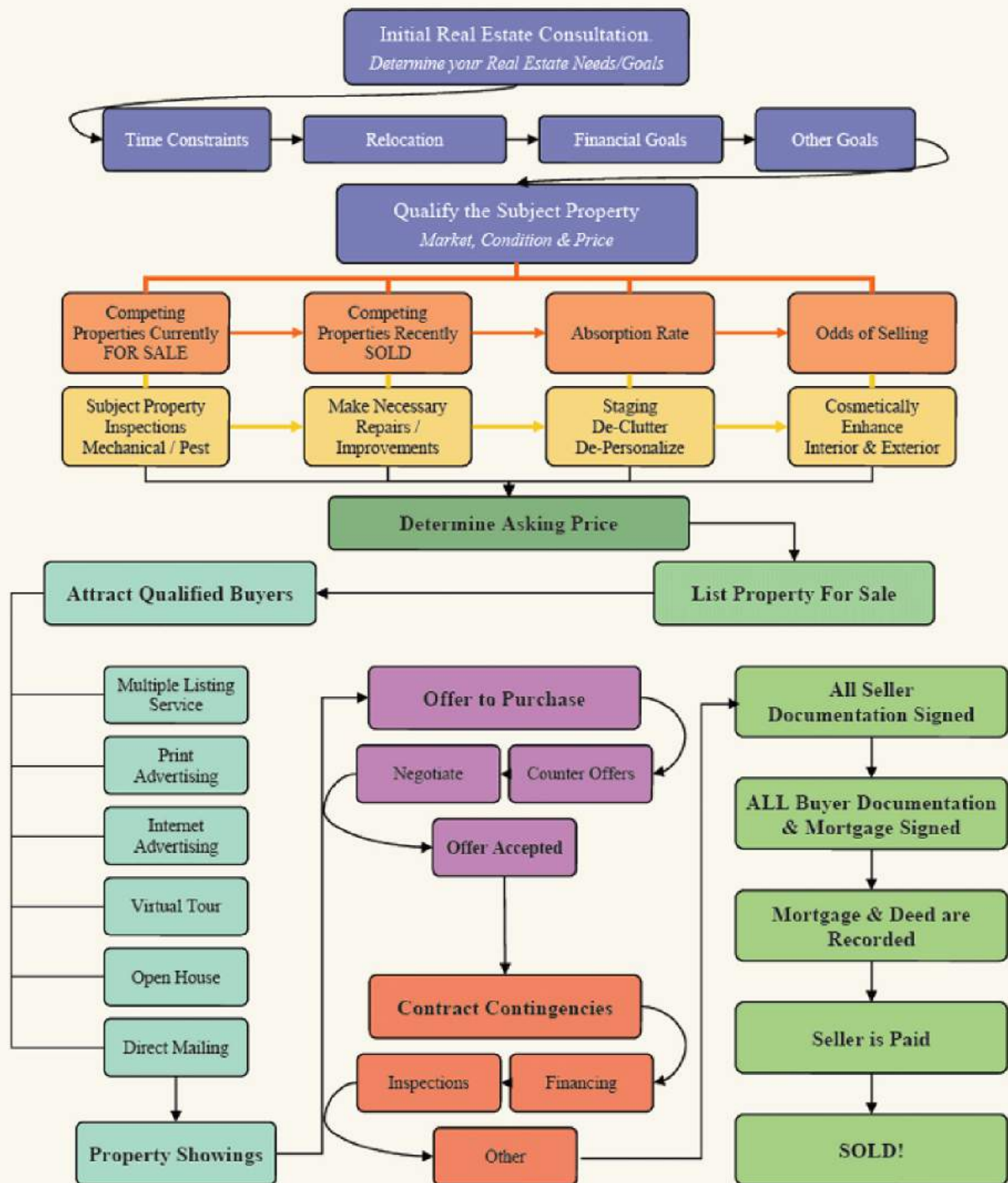


[www.BrooklynRealProperty.com](http://www.BrooklynRealProperty.com) (718) 875-8899

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# Typical Real Estate Transaction From Listing to Close







# Brooklyn Real Property, Inc.

Also known as: *BRP Associates, Inc.*

**Think you should**  **THINK AGAIN...**

**GET READY TO NEGOTIATE**  
Here is just a short list of the people that you will have to negotiate with to sell your house:

- The Buyer
- The Buyer's Agent
- The Buyer's Bank
- The Inspection Company
- The Appraiser
- The Title Company

**HOW DO BUYERS LOOK FOR A HOUSE?**

Search Online <b>88%</b>	Newspaper Ads <b>21%</b>
-----------------------------	-----------------------------

**HOW DO BUYERS FIND THE HOUSE THEY BUY?**  
Most Real Estate Agents have an *internet strategy* to promote the sale of your house.

 <b>43%</b> ONLINE	 <b>9%</b> YARD SIGN	 <b>1%</b> NEWSPAPER
---	--	---

**USING AN AGENT CAN NET YOU 13% MORE**

FSBO <b>\$208K</b>		Agent Assisted <b>\$235K</b>
-----------------------	--	---------------------------------

\*Studies have shown that people are more likely to FSBO in markets with lower price points.

**Bottom Line:**  
Before you decide to take on the challenges of selling your house on your own, sit with a real estate professional in your marketplace and see what they have to offer.

## 財神地產

"Downtown Office"  
389 Atlantic Avenue  
Bet: Bond & Hoyt St.  
Brooklyn NY 11217

"Flatlands Office"  
9201 Flatlands Avenue  
Corner East 92 St.  
Brooklyn NY 11236

"Flatbush Office"  
4405 Avenue D  
Bet: Troy & East 45 St.  
Brooklyn NY 11203

"Bensonhurst Office"  
2106 Bath Avenue  
Bet: Bay Parkway & 21 Ave  
Brooklyn NY 11214

Hudson Yard Manhattan office  
522 West 37 Street  
Bet: 10 Avenue & 11 Avenue  
New York, NY 10018

Office# 718-875-8899 718-272-8988

718-629-1888 718-713-6888

718-288-9601



## Are real estate agents becoming obsolete?



Kendall Clark, recovering lawyer

Updated Mar 25, 2014

I write from the perspective of an experienced real estate attorney. I've handled thousands of transactions, often representing clients in transactions involving no real estate agents.

These are invariably the most difficult transactions to get to the closing table. Buyers without agents are significantly less apt to follow the contract's timeline for applying for financing, performing inspections, etc., often finding themselves in a pickle when these contingencies are removed from the contract, deemed satisfied by the passage of time. Sellers, too, are more prone to dropping the ball in terms of timely providing payoff information, cooperating to address title issues, obtaining HOA disclosure documents, termite/septic inspections, etc.

Although I have compiled no data, I can say from my own experience that transactions without agents seem significantly more likely to result in a lawsuit for breach of contract or specific performance than do transactions involving agents.

**I have seen this so many times: The relationship between the FSBO (for sale by owner) sellers and unrepresented buyers starts off wonderfully--coffee around the kitchen table, talk about the "win-win" they've pulled off (the savings in commission that will be passed along to the buyer in terms of a lower purchase price), talk of the sellers' satisfaction in finding such great new friends who will love the house as much as they did, ink drying on the contract just printed from the internet--high-fives and warm-and-fuzzies all around! Call me cynical, but based on my experience, I'm more inclined to see these folks as "future litigants" rather than "newfound friends."**

**In addition to the inherent complexities of even the most run-of-the-mill real estate transaction and the tremendous financial stakes involved, real estate transactions are emotional. You're not dealing with a lawn mower, a refrigerator, or some other fungible good, you're dealing with someone's home--a place where the seller's memories were made and where the buyer wishes to make new ones. This is a highly personal transaction, and the potential for doubt, insecurity, second-guessing, mistrust, defensiveness, cold feet, confusion, paranoia, and, therefore, conflict is extremely high. The role of realtors throughout this process is invaluable.**

Previous answers to this question have established realtors as valuable in terms of marketing, negotiating, etc. And I'm all in agreement. Here, I'm specifically addressing the role of the realtor as shepherd, conductor, taskmaster, educator, diplomat, manager of expectations, and buffer between parties whose interests are potentially, if not highly likely, to be incompatible. The advent of the internet will not, in my opinion, diminish the true value of the real estate agent in this regard.

In fact, now that the home selection process is arguably more efficient due to internet tools, perhaps this presents a new opportunity for motivated real estate professionals to deliver even more value by sharpening their focus on those other vital services (apart from showing houses) that contribute to a higher closing rate, greater customer satisfaction, and, thus, a greater number of referrals

Are real estate agents becoming obsolete? No. I foresee an expansion, not a contraction, of the role of the real estate agent in our future, assuming this opportunity is seized.



**CALL ASK FOR JEAN-PAUL**  
**@ 347-581-9506 OR EMAIL JPHORE8888@AOL.COM**  
**FREE APPRAISAL NO OBLIGATION**



# WHY WORKING WITH A REAL ESTATE AGENT BENEFITS YOU



Agents help sell your **CURRENT HOME** while also finding a **FUTURE HOME FOR YOU.**

48% of people selling homes **WITHOUT AN AGENT** end with a **LOWER SELLING PRICE**



**AGENT-LISTED HOMES SELL FOR 18% MORE** than for sale by owner homes

**AGENTS TAKE CARE OF ALL THE PAPERWORK**



**SAVE YOU TIME** by being your liaison.

Agents will **HELP YOU NAVIGATE THE LEGAL REQUIREMENTS** of buying or selling a home.



Agents are **BOUND BY LAW** to act as your **FIDUCIARY AGENT.**

Possess a wide selection of available homes **NOT VISIBLE TO THE PUBLIC.**



Agents are the experts. **TRUST THEIR JUDGMENT.**

Agents understand the art of **CONTRACT NEGOTIATION.**



Agents will guide you **FROM A TO Z** so nothing is missed.

Agents put emotions aside and **GET THE DEAL DONE.**



Knowledgeable about **VARIOUS NEIGHBORHOODS.**



**BUYERS RELY ON THEIR AGENTS**  
 87% of buyers bought their home using a real estate agent  
 88% of buyers would use them again or at least recommend them to someone else.



Home-showings are **SCHEDULED EASILY.**

**MORE HOME SELLERS ARE WORKING WITH AGENTS**  
 89% of home sellers used an agent to sell their home  
 2015 was the lowest share of FSBO sales (8%) recorded since 1981.

**PRICE**

REALTOR	FSBO
You generally get more money from a sale of a home with a Realtor, according to the National Association of Realtors.	You don't pay a realtor 6% of the home's closing costs.

**MARKETING**

REALTOR	FSBO
A realtor has access to the multi-listing service where thousands of buyers can look at your home.	Buyers cannot get their homes on the MLS. They have to pay out of pocket to market their home.

**TIME**

REALTOR	FSBO
A realtor dedicates their time and energy on selling the home, hosting open houses and providing walk-throughs.	Owners usually have a hard time giving up enough time to show the home to all potential buyers.

**NEGOTIATION**

REALTOR	FSBO
Realtors become the middleman between buyer's agents, escrow and title companies.	Owners must do all negotiation themselves.

**LEGAL HELP**

REALTOR	FSBO
A realtor knows the legal ins and outs of a home's sale.	Buyers who don't know the legal parts of a home sale could be sued.

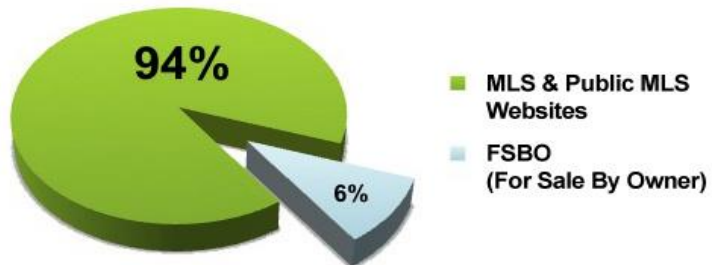
# TOP 10 REASONS TO HIRE A REAL ESTATE AGENT

- Education & Experience**  
You don't need to know everything about buying and selling real estate if you hire a real estate professional who does.  
*Henry Ford once said that when you hire people who are smarter than you are, it proves you are smarter than they are.*
- Agents are Buffers**  
Agents take the spam out of your property showings and visits. If you're a buyer of new homes, your agent will whip out her sword and keep the builder's agents at bay, preventing them from biting or ripping at your heels.
- Neighborhood Knowledge**  
Agents either possess intimate knowledge or they know where to find the industry buzz about your neighborhood.
- Price Guidance**  
Contrary to what some people believe, agents do not select prices for sellers or buyers.
- Market Conditions Information**  
Real estate agents can disclose market conditions, which will govern your selling or buying process. Many factors determine how you will proceed.
- Negotiation Skills & Confidentiality**  
Top producing agents negotiate well because, unlike most buyers and sellers, they can remove themselves from the emotional aspects of the transaction and because they are skilled. It's part of their job description.
- Answer Questions After Closing**  
Many questions can pop up that were overlooked in the excitement of closing. Good agents stand by ready to assist.
- Handling Volumes of Paperwork**  
One-page deposit receipts were prevalent in the early 1970s. Today's purchase agreements run 10 pages or more.
- Professional Networking**  
Real estate agents network with other professionals, many of whom provide services that you will need to buy or sell.
- Develop Relationships for Future Business**  
The basis for an agent's success and continued career in real estate is referrals.

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IF YOU THINK IT'S EXPENSIVE TO HIRE A PROFESSIONAL, WAIT UNTIL YOU HIRE AN AMATEUR.







Brooklyn Real Property, Inc.

Think you should



THINK AGAIN...

GET READY TO NEGOTIATE

Here is just a short list of the people that you will have to negotiate with to sell your house:

- The Buyer
- The Buyer's Agent
- The Buyer's Bank
- The Inspection Company
- The Appraiser
- The Title Company

HOW DO BUYERS LOOK FOR A HOUSE?

Search Online  
88%

Newspaper Ads  
21%



HOW DO BUYERS FIND THE HOUSE THEY BUY?

Most Real Estate Agents have an internet strategy to promote the sale of your house.



ONLINE



YARD SIGN



NEWSPAPER



USING AN AGENT CAN NET YOU 13% MORE

FSBO  
\$208K



Agent Assisted  
\$235K

\*Studies have shown that people are more likely to FSBO in markets with lower price points.

Bottom Line:

Before you decide to take on the challenges of selling your house on your own, sit with a real estate professional in your marketplace and see what they have to offer.

389 Atlantic Avenue  
Brooklyn NY 11217  
Office # 718-875-8899

9201 Flatlands Avenue  
Brooklyn NY 11236  
Office # 718-272-8988

4405 Avenue D  
Brooklyn NY 11203  
Office # 718-629-1888

Visit [www.BrooklynRealProperty.com](http://www.BrooklynRealProperty.com) & [www.Bknyrp.com](http://www.Bknyrp.com)

**CALL ASK FOR JEAN-PAUL**

**@ 347-581-9506 OR EMAIL [JPHORE8888@AOL.COM](mailto:JPHORE8888@AOL.COM)**

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NO OBLIGATION**



