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OUTLAW GEORGE
& ASSOCIATES, LLC

A PLAIN-ENGLISH GUIDE · 2026 EDITION

The Georgia Closing Guide

for Home Buyers, Sellers & Borrowers

What to expect from signed contract to recorded deed: earnest money, title insurance, closing costs, wire safety and closing day, explained by a Georgia residential real estate closing law firm.



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Welcome to the closing table.



Alicia George
Managing Attorney
Outlaw George & Associates, LLC

"Questions are easiest to solve when they come up early, so please ask them."

Dear Reader,

Buying or selling a home is one of the largest financial decisions most people will ever make, and in Georgia that decision is finalized with an attorney. I have spent fifteen years in the real estate industry, and one lesson has stayed with me the entire time: people feel far more at ease at closing when they understand the process before they arrive.

That is why we wrote this guide. It follows a Georgia closing in the order you will experience it, starting with the signed contract and your earnest money and moving through the title search, your loan disclosures, closing costs, closing day and the weeks that follow. Along the way you will find **Georgia Law Notes** that point to the rules behind the process, practical tips from our closing team, and checklists you can use as you go.

Please keep two things in mind. First, this guide is a general overview. It does not replace reading your own contract and loan documents, and it is not legal advice about your particular situation. Second, every transaction has its own facts. If something here raises a question about yours, call us. We would much rather talk it through early than discover it at the closing table.

Whether you are buying your first home, selling a longtime family house, investing, or refinancing, thank you for considering Outlaw George & Associates. We look forward to helping you arrive at closing prepared.

Warm regards,

Alicia George

Managing Attorney

General information only, not legal advice. See page 19.

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HOW TO USE THIS GUIDE

Read it front to back for the full picture, or jump to the section you need. Three kinds of boxes appear throughout:

GEORGIA LAW NOTE
The statute, rule or opinion behind a Georgia requirement, so you can read it for yourself.

FROM OUR CLOSING TEAM
Practical habits that tend to keep a closing on schedule.

PROTECT YOUR FUNDS
Wire fraud warnings. Please never skip these.

Laws, forms and figures change. The information here is current as of October 2026 and is general information, not legal advice.

Why Georgia requires an attorney at closing

In many states, a title company or settlement agent can run a closing on its own. Georgia is different. Here, a licensed Georgia attorney must be responsible for the closing.

The rule in plain English

The Supreme Court of Georgia has held that it is the unauthorized practice of law for anyone other than a Georgia-licensed attorney to close a real estate transaction or to prepare or facilitate the signing of a deed. The attorney cannot simply watch others sign. Georgia does not permit "witness-only" closings: the attorney is expected to oversee the closing, review the documents, correct errors and resolve title problems.

Closing funds are also handled through the attorney's trust (escrow) account, which is subject to strict professional rules.

> **GEORGIA LAW NOTE**
>
> *In re UPL Advisory Opinion 2003-2*, 277 Ga. 472 (2003); State Bar of Georgia Formal Advisory Opinion 13-1, approved by the Supreme Court of Georgia in 2014.

What your closing attorney's office does

- Opens your file and orders the title search
- Reviews the title and issues a title commitment
- Works to clear liens, old loans and other title issues
- Requests payoff figures for the seller's existing loans
- Coordinates with the lender, agents and HOA
- Prepares the deed and settlement statement
- Conducts the closing and explains the documents
- Receives and disburses funds through its trust account
- Records the deed and security deed with the county
- Issues the owner's and lender's title policies

WHOM WE REPRESENT

It is important to know whom the closing attorney represents. **On financed purchases, we represent the lender. On cash purchases, we represent the buyer. We represent a seller only when that relationship is separately established and we are not the closing attorney of record.**

Even when we do not represent you, we are glad to explain the documents and the process. If you want legal advice about your own rights or obligations, you are always free to hire your own attorney.

From signed contract to recorded deed

Every transaction moves at its own pace, and your contract sets the actual dates. This is the usual order of events for a Georgia purchase.

1	**Contract signed** Once all parties sign, the final acceptance date starts the contract clock. Email the fully executed contract, with all addenda, to closer@aogalaw.com so we can open your file.	**BUYER & SELLER** with your agents
2	**Earnest money delivered** The contract sets the amount, the holder and the deadline. If our firm is the holder, you can pay securely through our Qualia portal (page 7).	**BUYER** by the contract deadline
3	**Due diligence & inspections** Inspections, insurance quotes, HOA documents and any other investigation you want to do, all within the contract's time limits.	**BUYER** with inspectors & agent
4	**Title search & commitment** We search the public records and issue a title commitment, typically within 48–72 hours after we receive the order. Any issues are flagged early.	**OUR OFFICE** title examiners
5	**Loan approval & appraisal** Your lender completes underwriting and the appraisal. Respond quickly to requests for documents.	**BORROWER** with your lender
6	**Closing Disclosure & clear to close** Borrowers receive the Closing Disclosure at least three business days before closing. We balance the figures and schedule your signing.	**LENDER & OUR OFFICE**
7	**Closing day** Sign the documents with the attorney, funds are confirmed and disbursed, and possession transfers as your contract provides.	**EVERYONE** office, mobile, IWG or mail-away
8	**Recording & after closing** We record the deed and security deed, pay off the seller's loans and issue title policies. Buyers: remember the homestead exemption.	**OUR OFFICE** then you

Cash purchase? Skip step 5 and the Closing Disclosure; you will review a settlement statement instead. **Refinance?** Steps 4 through 8 apply.

The Georgia purchase contract in plain English

Many Georgia home sales use standardized forms published by the Georgia Association of REALTORS®. Builders and some sellers use their own forms. Either way, the contract is the rulebook for your transaction, so it is worth knowing its main parts.

TERM	WHAT IT GENERALLY MEANS	WHY IT MATTERS
Final acceptance & key dates	The date the last party accepts the offer is often the starting point for counting deadlines. Contracts usually define how days are counted.	Mark every deadline on a calendar the day you sign.
Purchase price & seller contributions	The price, plus any amount the seller agrees to put toward the buyer's closing costs.	Lenders may limit how seller contributions can be used.
Earnest money	A good-faith deposit, with the amount, the holder and the due date stated in the contract.	Late or missing earnest money can put the contract at risk.
Due diligence period	A set time for the buyer to inspect and evaluate the property. Standard Georgia forms generally let the buyer end the contract during this period by giving proper written notice.	The exact terms, including the effect on earnest money, depend on your contract.
Financing & appraisal terms	Whether the purchase depends on the buyer obtaining a loan or on the appraised value, and for how long.	Not every contract includes these protections.
Closing date & possession	When the closing is scheduled to occur and when the buyer receives the keys.	Changing a date normally requires a written amendment.
Closing attorney	Contracts typically identify or describe how the closing attorney is chosen. On financed purchases, the lender must also approve the closing attorney.	Tell your agent early if you would like us to close.
Special stipulations	Custom terms the parties add, such as repairs, a closing-cost credit or items that stay with the house.	These often take priority over the standard text. Write them clearly.

A NOTE ON THE FORMS

This page describes common contract concepts in general terms. It does not reproduce or interpret any specific form. Standard forms are copyrighted and are revised from time to time, and the wording of your signed contract always controls.

FROM OUR CLOSING TEAM

Send us the complete contract, including every addendum, amendment and exhibit. Missing pages are a common reason for delays. Our services include contract review; call us if you would like an attorney to look at a contract before you sign.

General information only, not legal advice. See page 19.

Earnest money, made simple

Earnest money is a deposit a buyer makes to show that the offer is serious. At closing, it is usually credited toward the buyer's purchase price or closing costs.

WHO HOLDS IT

Your contract names the holder. In Georgia this is often a real estate brokerage or the closing attorney.

WHEN IT'S DUE

By the deadline in your contract. Check the amount and due date as soon as you sign.

IF THE SALE DOESN'T CLOSE

The contract's terms and Georgia law govern what happens to the deposit. Ask before you assume.

WHEN OUR FIRM IS THE HOLDER

Pay securely through our Qualia portal

connect.qualia.com/pay/outlaw-george

Have your property address ready. If you have any questions, call our office first at 404-480-9186.

Four steps

1 CONFIRM THE DEADLINE

Find the earnest money amount, the holder and the due date in your purchase contract.

2 GET YOUR FILE NUMBER

Call or email us so we can open your file and give you a file number to reference with your payment.

3 VERIFY BEFORE YOU SEND

If you are sending a wire or check instead of using the portal, confirm the instructions with our office by phone first.

4 SEND AND LET US KNOW

Once your funds are sent, email the confirmation and the property address to closer@aogalaw.com so we can confirm receipt.

PROTECT YOUR DEPOSIT

We never send or change payment instructions by email. If you receive a message with new or "updated" instructions, do not send money. Call 404-480-9186 using a number you already know.

General information only, not legal advice. See page 19.

Title search & title insurance

"Title" means legal ownership. Before you buy, we examine the property's history in the public records to confirm the seller can transfer it and to find anything that needs to be resolved first.

What the title search looks for

- The chain of ownership and the current vesting deed
- Existing security deeds (mortgages) that must be paid off
- Tax liens, judgments and other liens
- Easements, restrictions and HOA covenants
- Estate, divorce or other court matters affecting the owners
- Unpaid property taxes

The results appear in a **title commitment**, which lists what must be done before closing and what the policy will not cover. Our title turnaround is **typically 48–72 hours** after we receive the order.

Common issues we work to resolve

- An old loan that was paid but never cancelled of record
- A deceased owner whose estate must be addressed
- Name errors or an incorrect legal description
- Judgments or liens against a seller
- Missing signatures in a prior deed

FROM OUR CLOSING TEAM

Sellers can speed up title work by telling us early about any estate, divorce, bankruptcy, liens or prior loans on the property.

Two kinds of title insurance policy

	LENDER'S POLICY	OWNER'S POLICY
Protects	The lender's interest, generally up to the loan amount	You, the owner, generally up to the purchase price
Required?	Usually required by the lender when there is a loan	Optional, and worth serious consideration
Premium	A one-time premium paid at closing, not a monthly bill. Ask us for a quote; final figures appear on your settlement statement.	
Why it matters	Lets the lender make the loan	Helps protect your ownership against covered title problems from before you bought, subject to the policy's terms and exceptions

Our firm issues title insurance through Chicago Title Insurance Company and Investors Title Insurance Company. Coverage is defined by the policy itself, including its exceptions and exclusions. A survey is not always required; ask us whether one makes sense for your property.

Choosing how & where you close

Life does not always fit a downtown appointment. We offer several ways to close so you can choose the setting that works for you.

Traditional office closing

Close at our Galleria office at 400 Galleria Parkway, Suite 1500, in Atlanta, a familiar, professional setting with our team on hand.

Mobile closing

We can come to you, at your home or another location convenient to you. Helpful for busy schedules, families and anyone who would rather not travel.

IWG locations

Close at any location in the IWG family of companies, including Regus, Spaces and HQ business centers, for a professional meeting space closer to you.

Mail-away closing

If you can't be there in person, we coordinate your signing with an attorney we select near you, then you return the signed documents to us. Availability depends on your lender and transaction.

Scheduling your closing

Once your file is open, you will receive an invitation to our secure Qualia client portal, where your closing is scheduled. Our office hours are Monday through Friday, 9:00 AM to 5:00 PM.

If you would prefer an evening, weekend or mobile closing, let us know when you contact the office. These are arranged by appointment and considered case by case.

Can't attend in person?

Ask us about a mail-away closing, described above. Depending on the lender and the transaction, a power of attorney may be another option. A power of attorney for a real estate closing usually needs to be specific to the property and approved in advance by the lender and our office.

Contact us as early as possible so we can plan accordingly.

FROM OUR CLOSING TEAM

Whichever option you choose, the closing is still conducted under the supervision of a Georgia attorney, and the same document review, funding and recording steps apply.

General information only, not legal advice. See page 19.

From Loan Estimate to Closing Disclosure

Federal rules give borrowers two standardized forms, so you can see your loan terms early and confirm them before you sign.

Loan Estimate

Your lender generally must provide it within **three business days** after receiving your loan application. It shows the estimated rate, monthly payment and closing costs, so you can compare lenders.

Closing Disclosure

You generally must receive it at least **three business days before** you close. It shows the final terms and costs. Certain changes, such as a new loan product, an added prepayment penalty or an APR change beyond allowed limits, can restart the three-day wait.

What to compare

ITEM	WHAT TO LOOK FOR
Loan amount, rate & term	Do they match what you agreed to with your lender?
Monthly principal & interest	Is the payment what you expected? Note whether it includes escrow for taxes and insurance.
Loan features	Check for a prepayment penalty, balloon payment or adjustable rate.
Closing costs	Compare each section. Some charges cannot increase, some may increase only within set limits, and others can change.
Cash to close	Confirm the final amount with us by phone before you wire.

AVOID LAST-MINUTE SURPRISES

- Don’t open new credit or make large purchases
- Talk to your lender before changing jobs
- Answer document requests promptly
- Keep your homeowners insurance details handy

FEDERAL LAW NOTE

These timing rules come from the federal TILA-RESPA Integrated Disclosure (“TRID”) rule, 12 C.F.R. § 1026.19(e)–(f). Cash purchases do not use these forms; you will review a settlement statement instead.

General information only, not legal advice. See page 19.

Georgia closing costs explained

Closing costs combine lender charges, title and settlement fees, government taxes and fees, and adjustments between buyer and seller. Two Georgia taxes surprise many people.

GEORGIA TRANSFER TAX

$1.00 for the first $1,000 of value, plus $0.10 for each additional $100

Roughly $1 per $1,000 of the price. Charged when a deed is recorded. By law the seller is liable, but contracts frequently shift it to the buyer; your contract controls. The deed is filed with a PT-61 form.

O.C.G.A. § 48-6-1; Ga. Comp. R. & Regs. 560-11-2-.17

INTANGIBLE RECORDING TAX

$1.50 for each $500 (or fraction) of the loan, capped at $25,000 per note

Charged on long-term loans secured by Georgia real estate when the security deed is recorded. The lender owes it but may pass it to the borrower, and it is commonly paid by the borrower at closing.

O.C.G.A. § 48-6-61

ILLUSTRATIVE EXAMPLE ONLY

A $400,000 purchase with a $360,000 loan

CALCULATION	MATH	AMOUNT
Transfer tax, first $1,000	flat amount	$1.00
Transfer tax, remaining $399,000	3,990 × $0.10	$399.00
Transfer tax total		**$400.00**
Intangible tax on $360,000 loan	720 units of $500 × $1.50	$1,080.00

Other items you may see

ITEM	WHAT IT IS
Lender charges	Origination, points, appraisal, credit report and similar fees
Title & settlement fees	The closing attorney's fees and title insurance premiums
Recording fees	Charged by the county clerk to record the deed and security deed
Prorations	Property taxes and HOA dues divided between buyer and seller as of closing
Prepaids & escrow	Homeowners insurance, prepaid interest and initial tax and insurance reserves

This example uses round numbers to show how the formulas work. It is not a quote. Your actual figures depend on your contract, loan, county and closing date. Our current fee schedule is published at aogalaw.com.

General information only, not legal advice. See page 19.

Good Funds & wire fraud safety

Real estate closings are a prime target for criminals who send fake wiring instructions. A few simple habits are the strongest protection you have.

PROTECT YOUR FUNDS

Always call a known number to verify wire instructions.

We will **never** send or change wiring instructions by email. Do not wire money based on an email, text or call, even if it appears to come from our office, your agent or your lender. Email accounts can be hacked and messages can be forged.

Call **404-480-9186**, or another number you already have for us, never a number provided in the message asking for money.

Before you send any wire

1. **Pause.** Be suspicious of any message that creates urgency.
2. **Call our office** to verify the instructions and the amount.
3. **Compare every detail**, including account name and number.
4. **Confirm receipt.** Email us your confirmation and call if you have not heard back.

If you think you've been targeted

- Call your bank **immediately** and ask about recalling the wire. Time matters.
- Call our office at 404-480-9186.
- Report it to the FBI at **ic3.gov**.

GEORGIA LAW NOTE: GOOD FUNDS

Georgia's Good Funds law generally requires the settlement agent to disburse only collected funds. Apart from certain checks the law specifically allows (such as some lender, attorney escrow and government checks), checks may total no more than **$5,000** per closing, so larger amounts are typically wired. *O.C.G.A. § 44-14-13.*

OUR OFFICE POLICY

Our policy is stricter than the law requires:

- Closing funds are accepted by **wire transfer only**.
- Cashier's checks are accepted for amounts up to $1,000.00, payable to Outlaw George & Associates, LLC.
- Wire instructions are provided securely through our Qualia client portal once your file is open.
- Never email account numbers or Social Security numbers. Use the secure portal.

FROM OUR CLOSING TEAM

Ask your bank about its wire cutoff time and any transfer limits, and send funds early enough to arrive before your closing.

Selling your Georgia home

Sellers have their own list of tasks. Starting early is the simplest way to avoid a delay.

Loan payoffs

We request payoff statements from each lender with a security deed on the property and pay them from your proceeds at closing. After payoff, Georgia law requires the lender to cancel the security deed of record, generally within 60 days. *O.C.G.A. § 44-14-3.*

The deed & documents

We prepare the deed your contract calls for, along with affidavits about the property and the sellers. All owners of record, and sometimes a spouse, may need to sign.

HOA & property taxes

If there is an HOA, we request a statement of dues and fees. Property taxes and dues are usually prorated between buyer and seller as of the closing date.

Special situations

Tell us early about an estate, divorce, bankruptcy, power of attorney, trust, or a company (such as an LLC) that owns the property. Each needs extra documents.

Costs you may see as a seller

Your settlement statement will itemize your costs, which commonly include loan payoffs, real estate commissions, prorated property taxes and HOA dues, any closing-cost contributions you agreed to, and any taxes or fees your contract assigns to you.

IF YOU ARE NOT A GEORGIA RESIDENT

When the seller is not a Georgia resident, Georgia law generally requires the buyer to withhold **3% of the purchase price**, or, if the seller qualifies and provides the required affidavit, 3% of the gain instead. The amount withheld generally cannot exceed the seller's net proceeds. Some sellers and sales are exempt, and the withholding is reported to the Georgia Department of Revenue. Please talk with your tax advisor early. *O.C.G.A. § 48-7-128.*

IF YOU ARE A FOREIGN PERSON

Federal law (FIRPTA) may require withholding from the sale of U.S. real estate by a foreign person. Let us know as soon as possible so the closing can be planned around it.

SEND US EARLY

- Current contact information for every seller
- Lender names and loan numbers, through the secure portal
- HOA name and management contact
- Forwarding address and taxpayer ID for IRS Form 1099-S

YOUR PROCEEDS

If your proceeds will be wired, confirm your instructions with our office by phone, not by email.

General information only, not legal advice. See page 19.

1031 exchanges & builder closings

Investors: 1031 exchanges

Section 1031 of the Internal Revenue Code lets an investor defer federal income tax on the gain from selling real property held for business or investment by exchanging it for other like-kind real property. A personal residence does not qualify.

TWO DEADLINES TO KNOW

45 days	to identify replacement property in writing after the sale of the property you give up
180 days	to acquire the replacement property (or by your tax return due date, if earlier)

A **qualified intermediary** generally holds the sale proceeds so the investor never receives them. We coordinate the closing documents and funds with your intermediary.

PLAN AHEAD

Tell us about a planned exchange before closing, and ideally before you sign the contract. Exchanges have strict rules, so work with your tax advisor; we do not provide tax advice.

Buying new construction

We work with builder partners on new-construction closings. These purchases follow most of the same steps as any other sale, with a few differences:

- **The builder's contract.** Builders often use their own forms, which can differ from standard resale contracts. Read deadlines and deposit terms closely.
- **Incentives.** Some builders offer incentives tied to a preferred lender or closing attorney. Ask what is required and compare the full cost.
- **Completion.** Closing normally follows completion and local approval for occupancy, so dates can move.
- **Walk-through.** Note unfinished items in writing before closing and ask how they will be handled.
- **Warranties & HOA.** Keep builder warranty documents, and review the HOA covenants for a new community.

OWNER'S TITLE INSURANCE

A brand-new house still sits on land with a history. An owner's policy is worth considering on new construction too.

General information only, not legal advice. See page 19.

Closing day: what to bring & what to expect

By closing day, most of the work is done. Your job is to arrive prepared, read what you sign and ask questions.

WHAT TO BRING

- [ ] A valid, unexpired government-issued photo ID for each signer
- [ ] Confirmation that your funds were wired, if you are bringing money to closing
- [ ] Any power of attorney approved in advance
- [ ] Your homeowners insurance information (buyers)
- [ ] Keys, garage openers, access codes and manuals (sellers)
- [ ] Your questions. Write them down ahead of time.

BEFORE THE CLOSING

Final walk-through. Buyers typically walk through the property shortly before closing to confirm its condition and any agreed repairs.

Final figures. We balance the settlement statement with the lender and agents. Confirm the cash to close with us by phone before you wire.

Names. Tell us how you want to hold title (for example, alone or jointly) well before closing.

At the table

1 REVIEW
We review the settlement statement and, for borrowers, the Closing Disclosure.

2 SIGN
Buyers with a loan sign the note, the security deed and lender documents. Sellers sign the deed and affidavits.

3 EXPLAIN
We explain the main documents in plain English. Take your time and ask.

4 FUND
The lender sends loan funds. We disburse only after funds are confirmed.

5 KEYS
Possession transfers as your contract provides, often at closing.

6 RECORD
We send the deed and security deed to the county for recording.

FROM OUR CLOSING TEAM

Allow enough time to read and ask questions without feeling rushed, and avoid scheduling movers to arrive before possession is set to transfer under your contract.

General information only, not legal advice. See page 19.

After closing

Congratulations. A few final steps happen after you leave the table, and one important item is up to you.

Recording

We send the deed and security deed to the Clerk of Superior Court in the county where the property is located. Once recorded, they become part of the public record.

Title policies

The owner's and lender's title insurance policies are issued after closing. Keep your owner's policy with your important papers.

Your first payments

Your lender will tell you when your first mortgage payment is due. Loans are sometimes transferred to a new servicer; you should receive written notice. Be cautious of unexpected payment requests, and confirm any change directly with your lender.

Keep your records

Keep your settlement statement, Closing Disclosure, deed and title policy. Sellers should keep the settlement statement and Form 1099-S with their tax records. Ask your tax advisor how closing items affect your taxes.

BUYERS: DON'T MISS THIS

The homestead exemption

A homestead exemption can reduce property taxes on your primary residence. Under Georgia's general rule, to claim it for a given year you must **own the home and live in it as your residence on January 1**, and **file with your county by April 1**.

Counties may offer additional exemptions and have their own procedures, and the rules can change. **Please check with your county tax assessor's or tax commissioner's office** for current requirements and deadlines.

FOR SELLERS

After your loan is paid off, the lender must cancel its security deed of record, generally within 60 days (O.C.G.A. § 44-14-3). If it does not appear cancelled, call us.

A WORD OF CAUTION

New owners often receive official-looking letters offering a copy of the deed or homestead filing for a fee. You can get recorded documents from the county clerk and file for homestead with your county directly.

Buyer & seller checklists

For buyers

AFTER THE CONTRACT IS SIGNED

- [ ] Email the full contract and addenda to closer@aogalaw.com
- [ ] Deliver earnest money by the contract deadline
- [ ] Calendar the due diligence and other deadlines
- [ ] Schedule inspections
- [ ] Apply for your loan and respond to lender requests
- [ ] Get homeowners insurance quotes

BEFORE CLOSING

- [ ] Review your Closing Disclosure (at least 3 business days before)
- [ ] Tell us how you will hold title
- [ ] Arrange any power of attorney early
- [ ] Verify wire instructions by phone: 404-480-9186
- [ ] Schedule utilities and your final walk-through

CLOSING DAY & AFTER

- [ ] Bring a valid photo ID for each signer
- [ ] Keep your closing documents and title policy
- [ ] Apply for homestead with your county (generally by April 1; confirm with your county)

For sellers

AFTER THE CONTRACT IS SIGNED

- [ ] Send us contact details for every owner
- [ ] Provide lender and loan information through the secure portal
- [ ] Provide HOA name and management contact
- [ ] Tell us about any estate, divorce, trust, LLC or bankruptcy
- [ ] Tell us if any owner is not a Georgia resident or not a U.S. citizen

BEFORE CLOSING

- [ ] Complete agreed repairs and keep receipts
- [ ] Keep utilities on through closing
- [ ] Arrange any power of attorney early
- [ ] Confirm proceeds wire instructions by phone
- [ ] Provide a forwarding address and taxpayer ID

CLOSING DAY & AFTER

- [ ] Bring a valid photo ID for each signer
- [ ] Leave keys, openers and access codes
- [ ] Keep your settlement statement and Form 1099-S
- [ ] Watch for cancellation of your paid-off loan

MY KEY DATES

Contract accepted	Earnest money due	Due diligence ends	Closing date
_____	_____	_____	_____

These checklists are general reminders, not a complete list of your obligations. Your contract and lender may require more.

General information only, not legal advice. See page 19.

Georgia real estate glossary

Common words you will hear between contract and closing, in plain English.

Appraisal
A professional opinion of a property's value, usually ordered by the lender.

Binding contract
A purchase agreement signed and accepted by all parties, with acceptance communicated as the contract requires.

Cash to close
The total amount a buyer must bring to closing after the loan, earnest money and credits.

Closing Disclosure (CD)
The federal form showing a borrower's final loan terms and closing costs.

Due diligence period
A contract period for the buyer to inspect and evaluate the property.

Earnest money
A good-faith deposit made by the buyer after the contract is signed.

Easement
A right of someone else, such as a utility, to use part of the property for a purpose.

Escrow account
Funds a lender collects with your payment to pay property taxes and insurance.

Good Funds law
Georgia's rule that closing disbursements be made from collected funds.

Homestead exemption
A reduction in property taxes on a primary residence, applied for with the county.

Intangible recording tax
A Georgia tax on long-term loans secured by real estate, paid when the security deed is recorded.

Lien
A legal claim against property for a debt, such as a loan, taxes or a judgment.

Loan Estimate (LE)
The federal form showing a borrower's estimated loan terms and costs.

Owner's title policy
Title insurance that helps protect the buyer's ownership, subject to its terms.

Payoff statement
A lender's written figure for the amount needed to pay a loan in full.

Promissory note
The borrower's written promise to repay the loan.

Proration
Dividing ongoing costs, like taxes and HOA dues, between buyer and seller.

PT-61
The Georgia transfer tax form that must accompany a deed for recording.

Recording
Filing a document with the county clerk so it becomes part of the public record.

Security deed
Georgia's usual loan security document, also called a deed to secure debt.

Settlement statement
A detailed accounting of every charge and credit in the transaction.

Title commitment
The title insurer's report of requirements and exceptions before issuing a policy.

Transfer tax
A Georgia tax on the transfer of real property, based on its value.

Warranty deed
A deed in which the seller makes promises about the title being conveyed.

General information only, not legal advice. See page 19.

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OUTLAW GEORGE & ASSOCIATES, LLC

OFFICE	400 Galleria Parkway, Suite 1500 Atlanta, GA 30339
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EMAIL	closer@aogalaw.com
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HOURS	Monday–Friday, 9:00 AM–5:00 PM

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