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# **Divorcing Homeowners Playbook**

*Georgia Real Estate Decisions  
During Divorce*

# Essential Guide for a Successful Divorce Home Sale

*A Georgia Real Estate Guide for Homeowners Navigating a Property Decision*

Sale · Buyout & Refinancing · Deferred Decision | Agreed, Contested, or Court-Ordered

## WHAT'S INSIDE THIS PLAYBOOK

- Your Three Primary Paths — sell, buyout & refinancing, or defer
- Georgia property rights before and after the divorce filing date
- What a CMA is, what it is not, and how it is used in settlement
- 12 key milestones from listing agreement through post-closing
- Documentation attorneys typically request — and what to prepare
- Decision frameworks for cooperative and contested situations
- Temporary occupancy, rent-back agreements, and occupancy terms
- Your expert team — who to call for what, and when

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## IMPORTANT — READ BEFORE USING THIS GUIDE

This playbook is a real estate resource guide — not legal, financial, or tax advice. Every divorce situation is governed by the terms of a specific court order or settlement agreement. Consult your divorce attorney for property rights guidance, your CPA for tax implications, and your financial advisor for long-term financial decisions. Real estate guidance in this playbook applies to Georgia properties only.

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How to Use This Playbook: Navigate by your situation. Cooperative sale? Start with the Quick Path Selector (Section 9) and Section 2 (Three Paths). Contested or court-ordered? Start with Section 3 (Decision Framework) and Section 6 (Documentation). The Expert Team page tells you who to bring in at each stage. For operational guidance on working with your agent, see Section 9.

Nothing in this playbook is legal advice. Use it to prepare informed questions for your attorney, accountant, and financial advisor.

## HOW TO USE THIS GUIDE

# Quick Path Selector

Find your starting point below based on where you are in the process. Each scenario leads to a different entry point in this playbook.

**Not filed — just exploring**

- Start with Milestone 1: Initial Consultation
- Request Home Value Estimation or Market Analysis
- No attorney involvement required at this stage

**Filed — you have an attorney**

- Milestone 1: Initial Consultation
- Milestone 3: Attorney Intro & Brief (before listing)
- Do not sign listing agreement before attorney review

**High conflict or title questions**

- Milestone 1 immediately
- Escalate to Milestone 3: Attorney-Integrated Call
- No listing action without legal authority confirmed

**Ready to list — both parties agree**

- Milestone 1 & Milestone 2 (CMA)
- Milestone 4: Listing Strategy Presentation
- Milestone 5: Sign Listing Agreement

Status tags used throughout this guide:

- **REQUIRED** = necessary to proceed or complete the transaction
- **RECOMMENDED** = strongly advised for protection, clarity, and smoother execution
- **OPTIONAL** = situational or value-add

**\* KEY TAKEAWAY**

Where you start depends on where you are in the process. Filed cases require attorney coordination before any listing activity. If you have high conflict or title questions, stop and involve counsel before taking any other action.

YOUR EXPERT TEAM

# Who to Contact for What and When

EXPERT	SCOPE / RESPONSIBILITY	WHEN TO ENGAGE
<b>Divorce Attorney</b>	Property rights, equitable distribution, all settlement language affecting real property. Listing authorization and court filings.	<i>From the start — before any property decisions.</i>
<b>Real Estate Agent (Divorce Specialist)</b>	CMA, listing strategy, offer coordination, closing support. Neutral representation and attorney-ready documentation.	<i>Early — before pricing or settlement terms involving property value are finalized.</i>
<b>Mortgage Lender / Refinance Specialist</b>	Confirms buyout qualification. Manages refinance process if a buyout path is chosen.	<i>Before committing to a buyout — confirm qualification before the settlement is signed.</i>
<b>Closing Attorney (Georgia)</b>	Title search, deed preparation, proceeds disbursement. Georgia requires a licensed attorney at closing. Neutral.	<i>Once under contract.</i>
<b>CPA / Tax Accountant</b>	Capital gains, cost basis, applicable exclusions, and how divorce timing affects tax outcomes.	<i>Before the settlement is signed and before closing.</i>
<b>Financial Planner</b>	Models long-term impact of sell vs. buyout vs. defer — net equity, carrying costs, asset allocation.	<i>Before choosing a path — highest-value asset may not yield the best outcome.</i>
<b>Mediator</b>	Facilitates negotiated outcomes when parties cannot agree on path, price, or terms. Neutral.	<i>When negotiation has stalled and before court involvement.</i>
<b>Certified Appraiser</b>	Court-admissible formal valuation. Independent — required when value is disputed or a sworn opinion is needed.	<i>When value is contested, for buyout documentation, or if price is in dispute.</i>
<b>Home Inspector</b>	Assesses condition — structure, systems, components. Pre-listing inspection gives both parties a shared baseline.	<i>Before listing.</i>

Your Real Estate Agent is a real estate professional — not a legal advisor, financial advisor, or mediator. The guidance in this playbook covers the real estate dimension of your divorce. For all other matters, consult the appropriate professional listed above.

**\* KEY TAKEAWAY**

Assemble your full team before committing to any path. Your Real Estate Agent handles the real estate dimension only. Every other decision — legal, financial, tax — requires the relevant specialist. The highest-value asset in your divorce may not yield the best outcome without the right team in place.

## SECTION 1

## Georgia Property Rights

Before making any property decision, you need a working understanding of how property is categorized and divided in divorce. This section provides real estate context only — your attorney must explain how these principles apply to your specific situation.

### Equitable Distribution — Not 50/50

Georgia is an equitable distribution state. Courts divide marital property in a manner that is fair, not necessarily equal. Factors considered include each party's financial contribution, length of marriage, earning capacity, and non-financial contributions such as homemaking and child care. "Equitable" does not automatically mean each party receives half the equity.

What this means for your sale: the equity split written into your settlement agreement may not be 50/50. Your Real Estate Agent distributes proceeds according to whatever the court order or settlement agreement specifies. Ensure your attorney has reviewed and agreed to the equity distribution terms before signing the listing agreement.

### Marital Property vs. Separate Property

Marital property generally includes assets acquired during the marriage, including the family home purchased after the marriage date — regardless of whose name is on the deed.

Separate property generally includes:

- Property owned by one spouse before the marriage
- Property received as a gift or inheritance by one spouse, even during the marriage
- Property explicitly excluded by a valid prenuptial or postnuptial agreement

Transmutation: Separate property can become marital property if commingled with marital assets — for example, if premarital equity was refinanced into a joint loan, or if marital funds were used for major improvements. This is a legal analysis your attorney must perform.

### The Filing Date — Why It Matters

Georgia courts may use the divorce petition filing date as the cutoff for valuing marital assets. Changes in property value after the filing date may or may not be shared, depending on how the court treats appreciation in your specific case.

From a real estate standpoint: if the market shifts significantly between the filing date and the eventual closing date, this can affect the net proceeds available to each party. Your attorney must clarify how your settlement agreement addresses post-filing value changes.

### What a Court Can Order Regarding Real Property

- Order the property listed for sale at a specific price or within a specific price range
- Appoint a receiver or commissioner to manage the sale if parties cannot agree
- Order one party to vacate the property to facilitate the sale process
- Order both parties to cooperate with the listing agent, sign documents, and not obstruct showings
- Specify how net proceeds are divided at closing and by what date

Courts cannot force a buyer to purchase the property at an inflated price, and cannot compel a lender to approve a refinance. Real estate market conditions operate independently of court orders.

### Title vs. Beneficial Interest

A deed in one spouse's name does not necessarily mean that spouse owns the property free and clear. The court may award a non-titled spouse beneficial interest in the property as part of equitable distribution. Conversely, a party's name on the deed does not guarantee them a share of equity — it depends on how the property was acquired and treated during the marriage. Your attorney must analyze title in the context of your full financial picture.

SECTION 2

## Your Three Primary Paths

Most property decisions during divorce resolve into one of three paths. Understanding each — including the mechanics, timeline, and expert team — helps you make an informed decision before your settlement agreement is finalized.

	Path A — Sell	Path B — Buyout & Refinancing	Path C — Defer
Who keeps the home?	Neither — sold to buyer	One spouse keeps it	One spouse stays (temporary)
Mortgage released?	Yes — at closing	Yes — via refinance	No — joint liability stays
Lender required?	Buyer's lender	Refinance lender	No (existing loan stays)
Attorney action?	Settlement + deed	Buyout terms + deed	Occupancy + exit triggers
Appraiser needed?	If price disputed	Often — for buyout	At exit trigger if disputed
Inspector needed?	Pre-listing recommended	Pre-buyout recommended	At exit trigger
Timeline (typical)	45–75 days to close	60–90+ days	Months to years
Primary risk	Market timing	Refi qualification	Carrying costs + conflict

**PATH A**

### Sell the Home

Most common path

#### When This Path Makes Sense

- Neither party can qualify for a mortgage on the property alone
- Both parties want a clean financial break
- The property is underwater or carries significant debt
- A court has ordered the property sold
- Neither party wants ongoing shared ownership or deferred obligations

#### How the Sell Process Works

1. Both parties (or the court) authorize the listing. In Georgia, both owners must sign the listing agreement unless a court order grants authority to one party or a commissioner.
2. A CMA is prepared to establish a competitive list price. Both parties should review it before signing the listing agreement. (See Section 4.)
3. Pre-listing preparation is completed — repairs, cleaning, staging. Any costs come from marital funds or are accounted for in net proceeds.
4. The property is listed on the MLS. Showings are coordinated around any existing occupancy arrangement.
5. An offer is received and reviewed by both parties or their attorneys. All sellers must agree before acceptance.
6. Inspection, appraisal, and lender underwriting proceed. Repair negotiations require both parties' agreement.
7. Closing occurs. Net proceeds are disbursed according to the settlement agreement or court order.

#### Calculating Net Proceeds

Net proceeds are not the sale price. They are what remains after deducting:

- Outstanding mortgage payoff (including any HELOC balance)
- Real estate commissions
- Closing costs — transfer tax, closing attorney fees, prorations
- Agreed repair credits or concessions given to the buyer
- Any court-ordered deductions — liens, unpaid taxes, legal cost allocations

Your Real Estate Agent can prepare a net sheet estimate. Final figures are determined at closing by the closing attorney.

Tax note: Capital gains exclusions may apply based on ownership, occupancy, and settlement structure. Confirm with your CPA before closing.

**PATH B****Buyout + Refinancing**

One spouse keeps the home

A buyout occurs when one spouse retains the property and compensates the other for their share of equity. In Georgia, this almost always requires the buying spouse to refinance the mortgage into their name alone. A quitclaim deed transfer without a refinance is not a complete buyout — the departing spouse remains legally liable on the mortgage.

**How Buyout Value Is Calculated**

The buyout amount is typically derived from:

1. Agreed-upon or court-ordered property value (from CMA, appraisal, or negotiation)
2. Minus the outstanding mortgage balance (equals gross equity)
3. Gross equity divided per the settlement agreement (not necessarily 50/50)
4. Result = buyout payment owed to the departing spouse at closing

Example: Property agreed value \$420,000. Mortgage payoff \$280,000. Gross equity \$140,000. 50/50 split means the departing spouse receives \$70,000 from the refinancing proceeds at closing.

**The Refinancing Requirement**

The buying spouse must obtain a new mortgage in their name alone. This accomplishes two things: it pays off the existing joint mortgage, and it releases the departing spouse from the debt obligation.

A quitclaim deed alone does not remove someone from the mortgage. The mortgage servicer is not a party to your divorce and does not recognize the divorce decree. The departing spouse remains liable on the debt until it is refinanced or paid off. Your divorce attorney must require the refinance in the settlement agreement — it cannot be optional.

**What If the Buying Spouse Cannot Qualify?**

- If the buying spouse cannot qualify for a refinance, the buyout cannot proceed on the original timeline
- Options: extend the occupancy period while the buying spouse works to improve their qualifying position, explore co-signer options (lender dependent), or fall back to a sale
- Qualification must be confirmed by a lender before the settlement agreement is signed — not after
- Courts cannot compel a lender to approve a loan

**The Refinancing Process — Step by Step**

1. Agree on property value via CMA or certified appraisal
2. Calculate gross equity and agreed split to determine the buyout amount
3. Buying spouse gets refinance pre-qualification from a mortgage lender
4. Settlement agreement specifies buyout amount, deadline, and consequences if the refinance cannot close
5. Closing attorney prepares new deed reflecting the buying spouse as sole owner
6. Refinance closes: old mortgage is paid off; new mortgage is in the buying spouse's name only
7. Buyout proceeds are paid to the departing spouse at closing

**Post-Divorce Refinancing Considerations**

- Name changes: the lender requires legal documentation — certified court order and any name change documentation
- Credit profile: the buying spouse qualifies on their individual income and credit, not the combined household profile
- DTI impact: alimony and child support obligations affect the debt-to-income ratio calculation
- Rate environment: a higher rate environment may significantly increase the monthly payment — model the full cost of ownership carefully
- Seasoning requirements: some loan programs require a defined period post-divorce before certain refinancing products are available

**PATH C****Deferred Sale**

Delayed resolution — temporary arrangement

A deferred sale means both parties retain shared ownership for a defined period before the property is sold or one party buys out the other. This path is common when minor children are in the home, when market conditions are unfavorable, or when one party needs time to stabilize financially.

**Common Reasons to Defer**

- Minor children in the home — maintaining school and housing stability until a defined event
- Down or uncertain market — parties prefer to wait for better conditions
- Buying spouse needs time to improve their refinance qualification
- Occupying spouse cannot immediately secure alternative housing
- Strategic timing — waiting for a spring market cycle to maximize sale price

**Temporary Occupancy Terms — What Must Be Documented**

When one party remains in the home during deferral, the occupancy terms must be written into the settlement agreement or a separate occupancy agreement. Key terms your attorney should specify:

- Who pays the mortgage, property taxes, HOA dues, and utilities
- Who is responsible for routine maintenance and repairs — and up to what dollar amount
- Who pays for major repairs and capital improvements (and how costs affect equity)
- Whether the occupying spouse pays an occupancy credit to the non-occupying spouse
- What insurance obligations apply to each party during the deferral period
- The specific exit triggers that initiate the sale or buyout
- What happens if the occupying spouse misses a mortgage payment
- What happens if the occupying spouse fails to maintain the property

Undocumented occupancy arrangements are a leading cause of post-divorce litigation. If your settlement agreement does not clearly address these terms, have your attorney draft a separate occupancy agreement. Your Real Estate Agent can advise on market rent comparisons, but legal terms must come from your attorney.

**Exit Triggers — When the Deferred Sale Begins**

- A specific calendar date (e.g., "the property shall be listed no later than June 1, 2027")
- Youngest child reaches a defined age or completes a specified school milestone
- Occupying spouse remarries or cohabitates with a new partner
- Occupying spouse misses mortgage payments for a defined period
- Either party provides written notice after a defined minimum holding period
- Property value reaches a specified minimum (market-condition trigger)

When the trigger event occurs, the same process applies as Path A (Sell) or Path B (Buyout). The settlement agreement should specify which path applies at the exit trigger — and what happens if parties still cannot agree at that point.

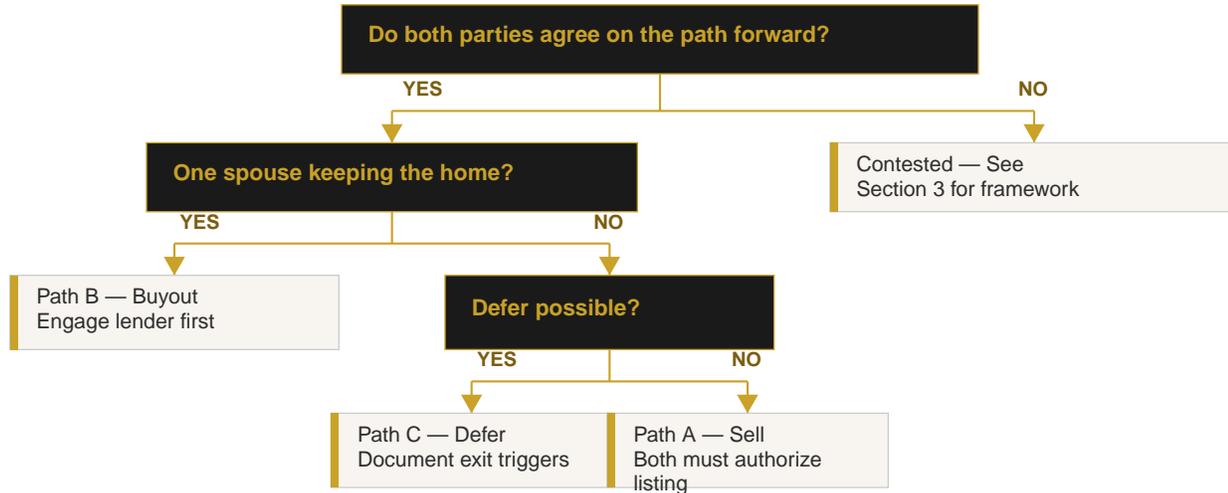
**Value Changes During Deferral**

If property values increase during deferral, both parties benefit proportionally to their agreed equity split unless the settlement agreement specifies otherwise. Mortgage payments made by the occupying spouse during deferral: the settlement agreement must specify whether principal reduction payments are credited toward equity or treated as occupancy costs. This is a legal and financial question — not a real estate question.

SECTION 3

# Decision Framework

Your path depends on the nature of your situation. Use the flowchart below to identify your starting point, then work through the relevant framework.



## Framework 1 — Cooperative Situation

Both parties agree on the property decision and are willing to communicate and coordinate.

### Both parties want to sell

Request a CMA. Review net proceeds estimate. Select a Real Estate Agent. Sign the listing agreement.

Experts: Real Estate Agent · Divorce Attorney · Closing Attorney

### One spouse wants to buy out the other

Confirm lender qualification first. Get a CMA for agreed value. Calculate buyout amount. Document timeline in the settlement agreement.

Experts: Mortgage Lender (first) · Real Estate Agent · Divorce Attorney

### Agree to defer the sale

Document occupancy terms in writing. Define exit triggers and a clear timeline. Specify default provisions.

Experts: Divorce Attorney · Real Estate Agent · Financial Planner

### Agree to sell but disagree on list price

Commission a certified appraisal from a mutually agreed-upon independent appraiser. Use it as a neutral price reference.

Experts: Certified Appraiser · Real Estate Agent · Divorce Attorney

## Framework 2 — Contested Situation

Parties cannot agree on the path, price, or transaction terms.

### One party refuses to list or allow showings

Your attorney may petition the court for a consent order compelling cooperation. Do not attempt to enter or show the property without legal authority.

Experts: Divorce Attorney (immediate) · Mediator if ordered

### Disagreement on list price

Request a second CMA from a neutral agent, or commission independent appraisals. Court may order a specific price or price range.

Experts: Certified Appraiser · Real Estate Agent · Divorce Attorney

### One party wants a buyout but price is disputed

Commission a certified appraisal. Buyout amount is calculated from the appraised value as specified in the settlement agreement.

Experts: Certified Appraiser · Divorce Attorney · Mortgage Lender

### Mediation has been recommended

Prepare a property value summary and net proceeds estimate to bring to the mediation session as documented market context.

*Experts: Real Estate Agent · Mediator · Divorce Attorney*

### Framework 3 — Court-Ordered Sale

A court has issued an order directing the property to be sold. The Real Estate Agent operates under the authority of the court order, not the individual instructions of either party.

- Both parties (or a court-appointed commissioner) authorize the listing. The agent must comply with the order terms exactly.
- If the court specifies a price reduction schedule, the agent must follow it — party objections do not override a court order.
- If a commissioner is appointed, they have authority to sign documents on behalf of an uncooperative party. The agent coordinates with the commissioner.
- The Real Estate Agent may be asked to provide documentation of marketing activity, offers received, and pricing rationale for court reporting.

For attorneys: Jameela Esa provides court-ready documentation including formatted CMAs, market activity reports, and pricing rationale suitable for litigation and settlement contexts. Contact via [maryjatl.com/attorney-referral](https://maryjatl.com/attorney-referral).

#### \* KEY TAKEAWAY

Cooperation accelerates every milestone. When parties cannot agree, court intervention is available — but it costs time, money, and control. Document every decision in writing at every stage regardless of how cooperative the situation appears.

SECTION 4

# Understanding the CMA

The Comparative Market Analysis (CMA) is one of the most misunderstood tools in a divorce real estate transaction. Understanding what it is — and what it is not — prevents costly misalignments in settlement negotiations.

## What a CMA Is

A CMA is a Real Estate Agent's professional assessment of a property's likely market value based on recent comparable sales. It is prepared by analyzing properties in the same area with similar characteristics — size, condition, location, and features — that have sold within a recent time period (typically 3–6 months).

A CMA answers one specific question: At what price should this property be listed to sell within a reasonable market time, given current conditions?

## What a CMA Is Not

- Not a formal appraisal. It does not carry the evidentiary weight of a certified appraisal in court.
- Not a guarantee of sale price. Actual sale price depends on buyer activity, negotiations, and inspection outcomes.
- Not a legal document. It is a market opinion prepared by a real estate licensee.
- Not a replacement for a licensed certified appraiser's report in formal legal proceedings.

## CMA vs. Certified Appraisal — Quick Reference

	CMA (Comparative Market Analysis)	Certified Appraisal
<b>Prepared by</b>	Licensed Real Estate Agent	State-licensed Certified Appraiser
<b>Evidentiary weight</b>	Market opinion — not sworn	Sworn, court-admissible
<b>Use in court</b>	Reference / context only	Evidence / settlement basis
<b>Typical cost</b>	Provided as part of listing service	\$400 – \$600+ (hired separately)
<b>Turnaround</b>	1–3 days	7–14 days
<b>Best used for</b>	Pricing strategy, settlement context	Buyout valuation, contested price
<b>Required for buyout?</b>	Not required, but useful	Recommended when value is disputed

Use a CMA for:

- Agreeing on a list price in a cooperative or contested sale
- Providing market context in settlement negotiations
- Understanding current market conditions before a path decision is made

Use a certified appraisal for:

- Buyout valuation when legal weight is required
- Contested price disputes — court-admissible evidence
- Situations where parties cannot agree and a neutral, sworn opinion is needed
- Estate and tax purposes where a formal valuation is required

If each party hires their own agent for a CMA, expect some variance. CMAs can legitimately differ based on comparable selection, condition adjustments, and market absorption interpretation. A variance of more than 10–15% warrants a certified appraisal as the resolution mechanism. Both parties should agree on the appraiser before the engagement — not after.

## How the CMA Is Used in Settlement Negotiations

A CMA from an agent who specializes in divorce reflects both market conditions and the realities of divorce-context sales — including the impact of extended days on market, deferred maintenance, and selling under court-imposed deadlines. These factors can meaningfully affect the achievable sale price.

In cooperative situations, a single CMA serves as a shared reference for agreeing on list price. In contested

situations, a CMA provides market-grounded documentation for mediation or court proceedings. In either case, the CMA is a starting point — not a final number. The final sale price is determined by what a buyer agrees to pay.

### Overpricing in the Current Market

Overpricing a property during divorce is particularly costly. Extended days on market creates buyer-side stigma ("what's wrong with it?"), reduces the quality of offers received, and typically requires price reductions that bring the eventual sale price below where a properly priced listing would have sold. Price the property for the current market — not the price needed to satisfy a debt or a party's expectation.

### Key Pricing Metrics — What They Mean

Four numbers define how a property is performing in the market. Understanding the gap between them reveals whether a listing is priced correctly.

METRIC	WHAT IT IS	WHY IT MATTERS	WATCH FOR
List Price	What the seller asks on the MLS	Sets buyer expectations and determines which searches the property appears in	Too high = missed search brackets
Pending / Under Contract	Price accepted by seller; home is under contract	Real signal of what buyers are willing to pay right now in this market	Gap vs. list price reveals negotiating pressure
Closing / Sale Price	Final recorded price after concessions and credits	The actual net proceeds basis — what matters for equity calculations	Concessions reduce effective price below contract price
Days on Market (DOM)	Days from active listing to accepted offer	High DOM signals overpricing or condition issues — triggers buyer stigma and lower offers	14+ days = re-price signal; 30+ = significant problem

### How Pricing Too High Affects the Home

Overpricing does not result in a higher sale price — it results in a longer, more difficult sale at a lower final price. Here is how the cascade works:

- First 7–14 days generate the highest buyer traffic — this is the peak visibility window. An overpriced home gets tours but no offers.
- Buyers and agents compare your listing against everything else available. If yours is priced above comparable closed sales, buyers move on.
- High days on market (DOM) triggers suspicion: buyers assume something is wrong, or that the sellers are distressed — they lower their offers accordingly.
- Price reductions signal negotiating weakness. Buyers who saw the original price at \$X now expect to negotiate below the reduced price.
- In a divorce, the emotional cost of a prolonged listing adds to the financial cost. Every extra week on market is another month of carrying costs, mortgage payments, and unresolved settlement.

In a divorce, both parties pay the price of overpricing — literally. The longer the home sits, the lower the eventual offers, and the more the carrying costs erode the net proceeds both parties receive.

### The Importance of Pricing Right the First Time

The first two weeks of any listing are its highest-visibility window. Buyers and buyer's agents monitor the MLS daily for new inventory — your listing will never have more eyes on it than in those first 14 days. That window cannot be recovered.

- A correctly priced home in Week 1–2 generates competing interest, stronger offers, and less negotiating leverage for buyers.
- An overpriced home uses up that window with tours that generate no offers — and the market remembers.
- Every dollar of price reduction after launch signals that the original price was wrong. Buyers discount further.

- In a divorce, you cannot afford to test the market. The carrying costs, legal fees, and emotional cost of a prolonged sale reduce both parties' net proceeds.
- Price reductions average 2–5% of list price. Multiple reductions can total 8–12% below where the home should have been priced — with a longer timeline and lower-quality buyers at the end.

Rule of thumb: a home priced correctly from day one will net more than the same home that starts overpriced and reduces to the same final number — because the market does not forget the DOM history.

### Price Reduction Patterns — Typical Timeline

When a property does not sell within its expected market window, a structured price reduction strategy typically follows. The stages below reflect general patterns — but every market is different.

#### IMPORTANT — HOW TO READ THIS TIMELINE

These timelines must be read against the average Days on Market (DOM) for your specific zip code and price range at the time of listing. If the average DOM in your area is 78 days, a property at 30 days is not distressed — that is normal market behavior for that area. A property performing at or near the local average is priced appropriately for its market. Your Real Estate Agent will provide the current average DOM for your specific area before any pricing or reduction decision is made.

Days 1–7 Peak Traffic	Days 8–14 Signal Window	Days 15–30 First Reduction	Days 31–60 Stigma Builds	Days 60+ Distressed Positioning
Highest buyer interest. Agents watch new listings closely. No offers = overpriced signal.	If no offer by day 10–14, the market is communicating. First price discussion with sellers.	Typical timing for first price reduction. Traffic drops sharply. Buyers who passed return at lower price.	DOM visible to all buyers. "What's wrong with it?" begins. Second reduction may be needed.	Buyers expect a deal. Offers come in well below list. Expired listing risk increases significantly.

### Expired Listings — Causes and Consequences

A listing expires when it reaches the end of its listing agreement period without going under contract. In a divorce context, an expired listing is a significant problem — it resets the marketing clock, attracts distressed-sale buyer positioning, and may require court action to extend the listing authority.

- Primary cause: overpricing from the start — the market communicated its opinion over months of inactivity.
- Secondary cause: condition issues that were not addressed before listing (deferred maintenance, deferred repairs).
- Third cause: showing access conflicts — if access is restricted due to occupancy disputes, buyers cannot tour the property.
- What happens next: the listing comes off the MLS. Buyers and agents track expired listings and approach them with low offers, expecting seller desperation.
- Re-listing an expired property requires a fresh CMA, a realistic price, and — in a divorce — renewed or extended listing authorization from both parties or the court.
- Court-ordered listings that expire may require a motion to extend authority and re-engage the listing agent. This adds legal cost and delay.

An expired listing in a divorce is not just a marketing failure — it is a legal and financial event. The settlement timeline extends, attorneys' fees continue, and the property re-enters the market with a damaged history. Price correctly from day one.

#### \* KEY TAKEAWAY

A CMA is a pricing opinion, not a court document. Use it to price the property competitively from day one. The first two weeks are the highest-traffic window — missing that window with an overpriced listing costs more in price reductions and carrying costs than pricing correctly from the start.

## SECTION 5

## 12 Key Milestones — Listing Through Post-Closing

These 12 milestones map a Georgia home sale from authorization through post-closing settlement. Use this as a tracking guide and conversation framework with your attorney and real estate agent.



### 1 Authorization to List

Both sellers must authorize the listing in Georgia. In a divorce, this means both parties sign the listing agreement — or a court order grants authority to one party or a designated commissioner. Do not list without confirmed written authorization. Your attorney must verify the authorization basis before you sign anything.

### 2 Property Access and Condition Review

Your Real Estate Agent performs a walkthrough to assess condition, identify deferred maintenance, and note items that may affect pricing or buyer negotiations. In contested situations, access must be coordinated through attorneys if one party is uncooperative. Document condition at this point — photos and a written summary serve as a baseline. Consider ordering a pre-listing home inspection now — surfacing condition issues before the buyer does prevents post-offer surprises that can delay or terminate a transaction both parties worked to agree on.

### 3 CMA and Pricing Strategy

A CMA is prepared and presented to both parties. List price should reflect current market conditions — not the price needed to cover a debt or satisfy one party's expectation. Overpricing in a divorce context is costly: extended days on market creates stigma, reduces offer quality, and typically results in a lower final sale price than a properly priced listing. If value is disputed, commission a certified appraisal now — before the listing agreement is signed. Both parties should agree on the appraiser before the engagement.

### 4 Pre-Listing Preparation

Repairs, cleaning, and staging decisions are agreed upon before work begins. All costs should be documented — receipts and invoices are deductible from net proceeds and may be relevant to your accountant's cost basis calculation. Do not undertake major renovations without your attorney's guidance on how those costs will be treated in the settlement.

### 5 Listing Agreement Executed

The listing agreement is a contract with the brokerage. Both owners must sign. Georgia standard forms include:

- GAR F101 — Exclusive Seller Listing Agreement [REQUIRED]
- GAR F118 — Seller's Property Disclosure Statement (unless exempt) [REQUIRED]
- GAR F119 — Community Association Disclosure (if HOA) [REQUIRED if HOA]
- GAR Lead-Based Paint Exhibit (pre-1978) [REQUIRED if pre-1978]
- Brokerage-required forms [VARIES]

Review the listing agreement with your attorney before signing. Both parties are bound by the marketing terms once signed.

### 6 Active Marketing Period

The property is live on the MLS. Both parties must cooperate with showing access — refusal to allow showings can be a breach of the court order or settlement agreement. Your agent coordinates all showing logistics. Neither party should communicate independently with buyer's agents or potential buyers during the marketing period.

**7 Offer Received**

When an offer arrives, both sellers must be notified. Your agent presents it to both parties or their attorneys. Review offers with your attorney — not just your agent. An offer involves binding contract terms beyond price: contingencies, closing date, possession, and seller obligations all matter in a divorce context.

**8 Negotiations and Accepted Offer**

Counteroffers require both sellers' signatures. Once accepted, both parties are bound. Georgia contract forms at this stage:

- GAR F201 — Agreement to Buy and Sell Real Estate [REQUIRED]
- Financing exhibits/contingencies as applicable [REQUIRED if financed]
- GAR F242 — Amendments (repairs, price, dates, terms) [REQUIRED if changes]
- Temporary Occupancy Agreement if seller stays post-closing [REQUIRED if used]

Ensure your attorney reviews the closing date, possession terms, and any seller concessions before you sign.

**9 Inspection Period**

Georgia contracts typically allow a due diligence period (often 7–14 days, negotiated) during which the buyer may inspect and request repairs. The home inspector's report drives this negotiation — surprises here create friction between parties already in conflict. A pre-listing inspection (Milestone 2) significantly reduces this risk. Sellers must respond jointly to repair requests. Unreasonable refusal to address legitimate items risks the contract. Your agent negotiates repair responses; your attorney should review any significant concessions.

**1 Appraisal and Lender Underwriting**

The buyer's lender orders an appraisal to confirm the property value supports the loan amount. If the appraisal comes in below the contract price, the buyer may renegotiate or the contract may terminate depending on the appraisal contingency terms. Any price reduction requires both sellers' agreement — same process as the original counteroffer.

**1 Clear to Close**

The lender has approved the loan. Final closing date is confirmed with the closing attorney. Both sellers must be available for closing — in person, by mail-away, or via power of attorney if one party is unavailable or uncooperative. Both parties must sign. Your attorney should review the closing disclosure to confirm net proceeds are disbursed correctly per your agreement.

**1 Closing and Post-Closing Settlement**

The transaction closes. Net proceeds are distributed per the settlement agreement or court order. Keys are transferred. If a rent-back or post-closing occupancy agreement is in place, those terms govern remaining access. Post-closing disputes about proceeds distribution are a legal matter between the parties' attorneys — outside your Real Estate Agent's scope.

Georgia market timing note: a standard sale runs approximately 45–75 days from listing to close in a normal market. Court-ordered or contested sales may take longer. Budget carrying costs — mortgage, taxes, insurance, utilities — through the expected closing date.

**\* KEY TAKEAWAY**

Never list without confirmed written authorization. Never sign a contract without attorney review of the closing and possession terms. Never assume both parties are cooperating — document every access, decision, and communication throughout the transaction.

## SECTION 6

## Documentation Checklist

Being prepared with documentation accelerates the listing process, reduces negotiation delays, and gives your attorney the materials they need for settlement discussions. Gather these documents before your first listing consultation.

### Property Documents

- Current deed — confirms ownership names and vesting
- Most recent mortgage statement(s), including any HELOC balance
- Property tax statement — current year and prior year
- HOA documents: contact info, dues statement, bylaws, any pending special assessments
- Homeowner's insurance policy — current policy with coverage amounts and premium
- Survey of the property (if available)
- Any recorded easements, covenants, or deed restrictions
- Utility bills (12 months if available)

### Condition and Improvement Records

- Records of major repairs or improvements made during the marriage — with costs and dates (affects cost basis)
- Any active contractor warranties still in effect
- HVAC service records and age of system
- Roof age and any repair documentation
- Known defects or material issues — Seller disclosure obligations apply — consult your attorney on what must be disclosed

### Divorce and Legal Documents

- Copy of the divorce petition — confirms filing date for property rights analysis
- Any temporary orders affecting occupancy, mortgage payment obligations, or property maintenance
- Proposed or signed settlement agreement language regarding the property
- Any court order authorizing the sale or specifying listing terms
- Power of attorney documentation if one party will execute documents on behalf of the other

### Financial and Tax Documents

- Original purchase price and closing disclosure from when the property was purchased (for cost basis)
- Documentation of capital improvements made (affects cost basis calculation)
- Any outstanding liens, judgments, or mechanic's liens on the property
- Documentation of funds paid by one party that may affect the equity split calculation

For attorneys: Jameela Esa provides formatted CMA packages suitable for inclusion in settlement documentation, along with market activity reports for court filings. This documentation is prepared as a real estate market analysis — not as a sworn appraisal. An independent certified appraiser's report may be required for formal court proceedings.

**\* KEY TAKEAWAY**

Gathering documents before the listing consultation prevents delays, reduces last-minute surprises, and gives your attorney the materials they need for settlement discussions. Start collecting now — even if listing is months away.

## SECTION 7

## Temporary Occupancy and Rent-Back Agreements

Two distinct occupancy scenarios arise frequently in divorce real estate. Understanding both — and what they require — prevents last-minute complications.

### Scenario A — Seller Occupancy After Closing (Rent-Back)

A rent-back agreement allows the sellers (or one of them) to remain in the property after the closing date for a defined period. This is negotiated with the buyer as part of the purchase contract. It is common when the closing date occurs before the occupying party has secured alternative housing.

#### Key Terms Your Attorney Should Document

- Occupancy period: specific start date (closing date) and end date with no ambiguity
- Daily rate: typically calculated from the buyer's PITI (principal, interest, taxes, insurance) divided by 30 days — sellers should expect to pay market-equivalent rent, not a nominal amount
- Security deposit: buyer's lender may require a security deposit held in escrow through the occupancy period
- Insurance: once the property closes, the seller's homeowner's policy no longer covers the home. The occupying seller needs renter's insurance or a temporary occupancy policy for their belongings and liability.
- Property condition: occupying seller maintains the property in the same condition as at closing
- Vacate date and consequences: if the occupying seller does not vacate on the agreed date, the buyer's remedy is governed by Georgia landlord-tenant law — plan accordingly

Lender restriction: many conventional loan programs limit post-closing seller occupancy to 60 days. FHA loans may not allow rent-back at all. Your buyer's lender determines what is permitted — the contract must comply or the loan will not close. Confirm occupancy terms with the buyer's lender early in the negotiation.

### Scenario B — Occupancy During Deferral Period

When one party remains in the home during the period between separation and eventual listing (Path C — Defer), the occupancy arrangement is governed by the settlement agreement or temporary order. This is a different situation from a buyer-seller rent-back.

#### Your Real Estate Agent Can Help With

- Comparable rental rate analysis for similar properties — useful in occupancy credit negotiations
- Advising on how extended occupancy and deferred maintenance affect eventual sale price
- Pre-listing preparation planning within the context of the existing occupancy
- Coordinating showings around the occupying party's schedule once the property is listed

#### Your Attorney Must Document

- All financial obligations during the occupancy period — and who bears each
- Consequences of non-payment or property neglect by the occupying party
- How occupancy costs are credited or charged against equity at time of sale or buyout
- The specific date the occupying party must vacate or the buyout must complete

Do not enter any occupancy arrangement — in either scenario — without written documentation. Verbal agreements about who pays the mortgage and who is responsible for repairs carry no legal weight and create serious financial risk. This documentation must come from your attorney.

#### \* KEY TAKEAWAY

Undocumented occupancy arrangements are among the most common sources of post-divorce property disputes. Whether it is a rent-back after closing or a long-term deferral occupancy, every financial obligation and every exit date must be in a signed written agreement before occupancy begins.

**SECTION 8****Common Challenges — and How to Navigate Them**

These situations arise frequently in divorce real estate transactions. Each challenge is paired with guidance on who handles it — because most are not purely real estate problems.

**One Party Refuses to Cooperate**

Refusal to sign documents, allow showings, or respond to offers is a breach of a consent order or settlement agreement. Your Real Estate Agent cannot compel cooperation.

- Attorney's role: motion to compel, contempt proceedings, or request for court-appointed commissioner
- Your Real Estate Agent's role: document all access denials in writing; maintain a detailed transaction log for court reporting
- Do not attempt to enter or show the property without proper legal authority

**Disagreement on List Price**

Both sellers must agree to the list price. Without agreement, the sale cannot proceed without court intervention.

- Request a CMA from a neutral agent neither party has a relationship with
- Commission a certified appraisal — court-admissible and independent
- Mediator can facilitate a session using documented market data as the reference
- Court may order a specific price, a price range, or reduction intervals on a defined schedule

**One Party Wants to Delay Indefinitely**

- Review the settlement agreement for a required listing date — if it specifies one, your attorney can enforce it
- If the agreement is silent on timing, your attorney may need to return to court for a specific order
- The non-occupying party continuously carrying mortgage costs may support a claim for reimbursement or contribution

**Property Condition Issues**

Deferred maintenance or damage during the divorce process directly affects sale price and buyer negotiation leverage.

- Your Real Estate Agent will identify condition issues during the pre-listing walkthrough; a pre-listing home inspection provides a formal written report both parties can reference
- All parties should agree in writing on which repairs will be completed and at what cost before work begins
- If one party caused damage: your attorney must address responsibility — not your real estate agent
- Undisclosed known defects may create seller liability — consult your attorney on disclosure obligations

**Property Is Underwater**

If the mortgage exceeds the property's market value, a standard sale will not fully pay off the loan.

- Short sale: the lender agrees to accept less than is owed. This is a significant financial and legal decision — consult your CPA and attorney before proceeding.
- A short sale affects the credit profile of both parties on the loan and may generate cancellation of debt income with tax consequences
- Neither party can walk away from the mortgage obligation because of a divorce decree — the lender is not a party to your divorce

**HOA Delinquency**

- Outstanding HOA dues can become a lien on the property and block closing
- HOAs may have the authority to initiate foreclosure proceedings once unpaid assessments reach a defined threshold — consult your attorney
- Confirm HOA dues status early in the process — well before listing
- Delinquencies must be resolved before or at closing

**There Is a Tenant in the Property**

- Georgia landlord-tenant law governs — the tenant has rights per the lease regardless of the divorce proceedings
- Review the lease: end date, early termination provisions, and notice requirements
- The property can be sold with a tenant in place, but the buyer typically acquires it subject to the existing lease
- Coordinate with your attorney on notice requirements and any tenant relocation considerations

**SECTION 9**

# Working with Your Agent

This section covers the operational side of working with Jameela Esa. It includes a full roadmap overview, a catalog of what you can request at each stage, and the communication and neutrality protocols that govern the engagement.

## Roadmap Overview — All 12 Milestones

Every home sale in a divorce context runs through these 12 milestones. The path you choose (Sell, Buyout, or Defer) determines which milestones apply and in what order. Status tags indicate whether each step is required or optional.

MILESTONE	WHAT HAPPENS	STATUS
1. Seller Initial Consultation	Position assessment: filed vs pre-filing, title, cooperation, urgency.	REQUIRED
2. Valuation & Market Clarity	CMA, equity worksheet, and timing discussion.	RECOMMENDED
3. Attorney Introduction	Confirm authority, temporary orders, proceeds handling. Filed cases.	IF FILED
4. Listing Strategy	Pricing, marketing, showing rules, offer process, closing mechanics.	RECOMMENDED
5. Listing Agreement	Formal brokerage engagement and disclosures executed.	REQUIRED
6. Access, Staging & Photos	Access rules, staging plan, photo day, occupant coordination.	REQUIRED
7. MLS Launch + Showings	Go live, showings begin, feedback tracking, pricing adjustments.	REQUIRED
8. Offer & Negotiations	Offer comparison, net sheets, acceptance, both-party signatures.	REQUIRED
9. Due Diligence	Inspection, repair negotiations, appraisal, underwriting.	REQUIRED
10. Pre-Closing Coordination	Payoffs, HOA, utilities, final walk-through, attorney check-in.	REQUIRED
11. Closing	Deed and closing docs signed; keys and possession handled.	REQUIRED
12. Proceeds + Post-Closing	Funds confirmed; deed recorded; payoff posted; HOA transfer verified.	RECOMMENDED

**\* KEY TAKEAWAY**

Every path runs through the same 12 milestones. The difference between paths is who authorizes each step and what documentation is required at each stage. Know your milestone before taking any action.

## Artifact Catalog — What You Can Request

These deliverables can be requested at different points in the process. Items marked **REQUIRED** are necessary to proceed to the next step. Recommended items prevent delays and protect the transaction. Request what you need when you need it.

ARTIFACT	WHEN TO REQUEST	STATUS	WHAT YOU RECEIVE
<b>Seller Consultation Summary</b>	After Milestone 1	<b>RECOMMENDED</b>	Clear next-step pathway and exactly what to do next.
<b>Listing Presentation</b>	Before listing agreement	<b>RECOMMENDED</b>	Formal presentation of comparable sales, pricing strategy, and marketing plan.
<b>Home Value Estimation</b>	Early (pre-filing)	<b>OPTIONAL</b>	Preliminary value range to support early equity clarity.
<b>Market Snapshot</b>	Before timing/pricing	<b>RECOMMENDED</b>	Local market trends: inventory, DOM, market direction.
<b>CMA</b>	Before final pricing	<b>RECOMMENDED</b>	Comparable sales with a listing price recommendation range.
<b>Equity &amp; Net Proceeds Worksheet</b>	When discussing outcomes	<b>RECOMMENDED</b>	Projected net proceeds with assumptions and scenario ranges.
<b>Carrying Cost Analysis</b>	If timeline is uncertain	<b>OPTIONAL</b>	Monthly holding-cost risk if timelines stretch.
<b>Listing Strategy Presentation</b>	Before listing agreement	<b>RECOMMENDED</b>	Pricing, marketing, access, offer rules in one plan.
<b>Divorce Communication Protocol</b>	High conflict / filed	<b>RECOMMENDED</b>	How updates are delivered, documented, and shared.
<b>Tour Access &amp; Showing Rules</b>	Before showings	<b>REQUIRED</b>	Access windows, lockbox rules, occupant responsibilities.
<b>Staging &amp; Pre-Photo Checklist</b>	Before photo day	<b>RECOMMENDED</b>	Room-by-room prep with neutrality focus.
<b>Offer Comparison Matrix</b>	When offers arrive	<b>OPTIONAL</b>	Side-by-side terms: price, contingencies, net proceeds.
<b>Repair Cost Impact Worksheet</b>	During inspection	<b>OPTIONAL</b>	How repairs/credits impact net proceeds and timeline.
<b>Timeline Tracker</b>	Under contract	<b>OPTIONAL</b>	Running log of deadlines from contract to closing.
<b>Closing Preparation Checklist</b>	2-3 weeks before closing	<b>RECOMMENDED</b>	Payoffs, utilities, insurance, HOA, keys, possession.
<b>Post-Closing Summary</b>	After closing	<b>OPTIONAL</b>	What sold, key numbers, and record for future reference.

**\* KEY TAKEAWAY**

You can request documentation at every stage of the transaction. Do not wait for your agent to offer it — ask for what you need. A well-documented transaction is your best protection in a contested or legally complex sale.

## Confidentiality, Neutrality & Communication Protocols

Divorce-related sales require additional neutrality and documentation. These protocols protect you, the transaction, and the integrity of the process.

### The Five Protocols

- **No surprise contact:** During the pre-filing phase, the engagement is confidential and exploratory. The other party is not contacted without your knowledge. If the property requires both signatures, both parties must be involved before listing — the timing of that engagement is discussed strategically.
- **Neutral voicemail rule:** Voicemail and text messages remain generic and do not reference divorce unless you explicitly allow it.
- **Equal information rule:** Offers, feedback, and material updates are shared consistently between both parties and documented in writing.
- **Written decision history:** Pricing changes, repair decisions, and acceptance decisions are logged throughout the transaction.
- **Attorney-integrated communication:** When a case is filed, major milestones are coordinated with counsel — especially authority confirmation and proceeds instructions.

### FAQs

Q: When do you engage the other party?

A: Not before a divorce is filed, and not without your knowledge. At the pre-filing stage, the conversation is confidential and exploratory. If the divorce has been filed and the property is jointly owned or requires both signatures, both parties must be involved before the listing agreement is signed. The timing of that engagement is something we discuss strategically.

Q: Can you contact my attorney directly?

A: Yes — but the best practice is for you to make the initial introduction so your attorney knows you've invited the agent into the discussion. That protects you and keeps the communication channel clean and documented.

### Attorney Introduction — When Your Case Is Filed

When a divorce has been filed, an attorney introduction is required before any listing activity. Use this ready-to-use email template:

#### ATTORNEY INTRODUCTION EMAIL TEMPLATE

*"Attorney [Name], I would like to introduce you to Jameela Esa (CC'd), a Certified Divorce Real Estate Specialist with Keller Williams Realty Atlanta Partners NE. Please coordinate with her regarding the property at [Address] and any requirements related to listing authority, document signing, and proceeds handling."*

### Is Your Case Filed? Start Here.

Use this decision tree to determine your first action.



**\* KEY TAKEAWAY**

Communication protocols exist to protect both parties and maintain the integrity of the transaction. Neutrality is not just a preference — it is a professional requirement for a Certified Divorce Real Estate Specialist. Document everything. Communicate in writing. Follow attorney guidance on timing.

## SECTION 10

## Pre-Listing Operations

Three pre-listing steps — access rules, staging, and photography — directly affect showing traffic and list price. Each requires coordination between both parties before the property goes live.

### Milestone 6A — Tour Access & Showing Rules

Written access rules prevent conflict and protect both parties' privacy during showings.

- Showing windows: define specific hours and days when showings are permitted
- Minimum advance notice: typically 1–2 hours for occupied homes
- Blackout dates: holidays, special events, attorney-specified restrictions
- Lockbox authorization: document who may grant access and under what conditions
- Alarm codes and smart device privacy: disable video doorbells and security cameras during showings per seller instructions
- Pet plan: secured or removed during showings with documented owner responsibility
- Occupant readiness standard: minimum condition expectations before each showing
- Denial consequences: what happens if an occupant denies an authorized showing

Both parties must agree to the showing rules in writing before the property goes live. Showing denials after listing can trigger a breach of your settlement agreement or court order. Your attorney should review the access rules document.

### Milestone 6B — Staging Consultation

Staging reduces days on market and supports a neutral, court-safe presentation. In a divorce context, staging also serves to de-personalize the property — removing identifiers that could signal conflict to potential buyers.

- Remove sensitive documents, legal mail, and personal identifiers from all visible areas
- Secure valuables, medications, and any items the other party should not access during showings
- Neutralize shared spaces: remove photos, personal collections, and politically or religiously identifying items
- Address curb appeal basics: lawn, entry, exterior lighting
- Identify deferred maintenance items that affect first impression and negotiate repair responsibility before listing

### Milestone 6C — Photography Appointment

Photography is REQUIRED before MLS launch. Quality photos and video drive showings and protect your list price. Rescheduling photography delays the listing launch and incurs additional costs.

Photo day is a milestone. Both parties must coordinate to ensure the property is ready:

- Home is cleaned, staged, de-personalized, and in showing-ready condition
- All legal documents, mail, and identifying paperwork removed from view
- All vehicles moved from driveway and street in front of property
- Pets secured or removed from the property during the appointment
- Exterior tidy: trash cans stored, toys removed, walkway clear
- Confirm access and lockbox are in place for the photographer

**\* KEY TAKEAWAY**

Access rules, staging, and photography are the last steps before your listing goes live. If any of these are unresolved — access rules not agreed, property not staged, photo appointment not scheduled — the listing cannot launch. Resolve all three before scheduling photo day.

## APPENDIX A

## Divorce-Specific Risk Triggers — Escalate to Your Attorney

If any of the following conditions exist, pause all real estate activity and involve legal counsel before taking any further action. These situations require attorney guidance before a Real Estate Agent can assist.

- **Divorce has been filed and an emergency standing order may be needed**

An active standing order may restrict property transfers, listing, or occupancy changes. Confirm with your attorney before any listing activity.

- **Temporary orders exist or may exist affecting the home or proceeds**

Temporary orders can mandate specific actions (or prohibit others) regarding the property. Review the full order with your attorney.

- **One party wants secrecy or wants the other party excluded**

Both co-owners have legal rights to information about their property. Attempts at secrecy can create liability and jeopardize the transaction.

- **Title is unclear or only one spouse is on the deed**

Deed vesting does not determine beneficial interest. Your attorney must analyze title before a listing agreement is signed.

- **One party is attempting unilateral action**

Unilateral listing, refinancing, or below-market transfer without the other party's consent may constitute a breach of fiduciary duty or contempt of court.

- **Safety concerns exist or showings create risk**

If there is a history of domestic conflict, do not schedule showings without a formal access plan reviewed by your attorney.

- **Smart home devices may compromise privacy**

Disable cameras, voice assistants, smart locks, and doorbells that could record buyers or showing agents during showings.

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\* **KEY TAKEAWAY**

When in doubt, stop and call your attorney. The cost of a brief legal consultation is a fraction of the cost of an unauthorized action, a failed closing, or a contempt proceeding. Your Real Estate Agent cannot provide legal guidance — that is what your attorney is for.

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**APPENDIX B****Referral Partners**

These vendors and service providers have been used by clients working through Jameela Esa. Each referral is provided as a convenience. Verify credentials, licensing, and suitability independently before engaging any provider.

**Closing Attorney**

- O'Kelley & Sorohan Attorneys At Law, LLC

**Mortgage & Financing**

- Southeast Mortgage
- Ardent Loans

**Home Inspection Services**

- AmeriSpec Inspection Services
- Residential Inspectors of America (RIA)

**Insurance**

- Bingham Insurance Group
- Choice Home Warranty

**Building & Maintenance**

- Trico Home Services — Handyman & Roofing
- D.R. Horton — Builder

**Cleaning & Preparation**

- PurelyClean Spaces — Cleaning Services
- ProJunkers — Junk Removal

**Moving**

- Mayflower Moving Services

To request a referral or additional vendor recommendations, contact Jameela Esa at [maryjatl.com/strategy-consult](https://maryjatl.com/strategy-consult) or [maryj.atl@kw.com](mailto:maryj.atl@kw.com).

**\* KEY TAKEAWAY**

A vetted team reduces friction and keeps your timeline on track. The vendors listed here have experience working in the context of divorce and life transition real estate sales. Ask your agent for a specific recommendation based on your situation and location.

## GLOSSARY

## Key Terms Defined

**Appraisal (Certified)**

A sworn, court-admissible opinion of property value prepared by a state-licensed appraiser — used for buyouts, contested disputes, and estate purposes.

**Buyout**

When one spouse pays the other for their equity share to retain the property, typically requiring the retaining spouse to refinance the mortgage into their name alone.

**CMA (Comparative Market Analysis)**

An agent's market-based pricing opinion using comparable sales — not a sworn document and not court-admissible as evidence of value.

**Closing Attorney**

In Georgia, a licensed attorney required to conduct all real estate closings — they are neutral and do not represent either divorcing party.

**Closing Disclosure**

The final itemized statement of all costs and net proceeds at closing, which both sellers should review with their attorney before signing.

**Consent Order**

A court order entered by agreement of both parties directing a specific action — such as listing the property — with the same legal force as a contested order.

**Commissioner (Court-Appointed)**

A court-appointed neutral with authority to sign real estate documents on behalf of an uncooperative party.

**Days on Market (DOM)**

The number of days a property has been listed on the MLS — extended DOM signals overpricing and reduces offer quality.

**Deed**

The legal document that transfers property ownership; in a divorce, used to convey title after a buyout or to correct vesting post-closing.

**Due Diligence Period**

The Georgia contract inspection window (typically 7–14 days) during which the buyer inspects and requests repairs — both sellers must respond jointly.

**Equitable Distribution**

Georgia's method of dividing marital assets fairly (not necessarily equally) based on each party's financial and non-financial contributions.

**Filing Date**

The date the divorce petition was filed, which courts may use as the valuation cutoff for marital assets.

**HELOC (Home Equity Line of Credit)**

A credit line secured by home equity that must be paid off at closing along with the primary mortgage, reducing net proceeds.

**Home Inspector**

A licensed professional who evaluates a property's condition and produces a written report used to negotiate repairs before listing or during due diligence.

**HOA (Homeowners Association)**

The community governing body that collects dues; outstanding dues can become a lien and block closing if not resolved before listing.

**Listing Agreement**

The contract authorizing the agent to market and sell the property — in Georgia, all owners must sign unless a court order grants authority otherwise.

**Marital Property**

Assets acquired during the marriage that are generally subject to equitable distribution, regardless of whose name is on the deed.

**MLS (Multiple Listing Service)**

The database where agents list properties for sale, making them visible to all cooperating agents and buyer-facing portals.

**Net Proceeds**

What each party actually receives at closing after deducting the mortgage payoff, commissions, costs, and court-ordered deductions from the sale price.

**Net Sheet**

An agent's estimate of projected net proceeds after all deductions — final figures are confirmed at closing by the closing attorney.

## Glossary (continued)

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**Occupancy Agreement**

A written agreement governing who lives in the property after separation, including who pays the mortgage, utilities, and insurance.

**Pre-Listing Inspection**

A home inspection done before listing to surface condition issues early and reduce inspection-period disputes between co-sellers.

**Quitclaim Deed**

A deed conveying one party's interest without warranties — does not remove the departing spouse from the mortgage; refinancing is required for that.

**Refinance**

Replacing an existing mortgage with a new one — required in a buyout to remove the departing spouse from mortgage liability.

**Separate Property**

Property owned before the marriage, inherited, or gifted — may become marital property if commingled with marital assets.

**Settlement Agreement**

The binding legal document governing asset division in divorce, including all real property decisions, timelines, and equity splits.

**Short Sale**

A sale where the lender accepts less than the mortgage balance — requires lender approval and carries significant financial consequences for both parties.

**Title**

Legal ownership of real property confirmed by a title search, which also identifies any liens or encumbrances that must be cleared before closing.

**Transmutation**

The process by which separate property becomes marital property through commingling — a legal determination your attorney must make.

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## You Don't Have to Navigate This Alone.

Real estate decisions during divorce intersect with legal strategy, financial planning, tax implications, and personal stability. The goal of this playbook is to give you a clear, accurate picture of the real estate dimension — so that when you sit across from your attorney or at the mediation table, you are working from the same informed foundation.

A real estate agent who specializes in divorce brings more than transaction management to the situation. Specialized experience means neutral representation, documentation support for attorneys, and the ability to work within a legal process without disrupting it.

This guide covers Georgia properties and Georgia real estate practice only. It does not cover legal strategy, tax planning, financial modeling, or loan structuring — those require the professionals listed on the Expert Team page. What it does is help you understand what your real estate agent can and should do for you — and where the boundaries are.

### Jameela Esa · Real Estate Agent

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