

Capital Gains Tax on Real Estate: What To Know Before Buying or Selling A Home

Buying or selling a home is an exciting time, but there's more to homeownership than just finding the perfect house and settling in. One aspect that often catches homeowners off guard is the capital gains tax for real estate. In this blog, we will explain everything you should know including what it is, how it works, and how much it can be. It is important to make sure you understand capital gains tax on real estate before moving forward with a purchase or sale.

What is Capital Gains Tax for Real Estate?

When you sell a property that has appreciated in value, you may be subject to a capital gains tax. This tax is imposed on the profit made from the sale of the property, which is the difference between the purchase price and the selling price. Capital gains tax applies to investment properties, vacation homes, rental properties, and even inherited real estate, but not to your primary residence.

Capital gains tax for real estate is calculated by subtracting your adjusted cost basis from the selling price of the property. The adjusted cost basis includes the original purchase price, plus any improvements made to the property, such as renovations or additions. The resulting amount is considered the capital gain.

How Much is the Capital Gains Tax for Real Estate?

The capital gains tax rate for real estate can range from 0% to 20%, depending on your income level and the length of time you owned the property. Generally, higher-income individuals may face a higher tax rate. It's important to consult with a tax professional or real estate attorney to understand the specific tax implications based on

your circumstances.

Essential Considerations for Homeowners

1. 1031 Exchange

One strategy to defer capital gains tax is through a [1031 exchange](#), which allows you to reinvest the proceeds from the sale of one property into the purchase of another “like-kind” property within a specified timeframe.

2. Exemptions and Deductions

Homeowners who meet certain criteria may be eligible for exemptions or deductions, such as the primary residence exclusion, which can help reduce or eliminate the capital gains tax liability.

3. Seek Professional Advice

Given the complexities of the tax code and the ever-changing regulations, it’s crucial to consult with a real estate attorney or tax professional who specializes in real estate to ensure compliance and explore strategies to minimize tax burdens.

Understanding capital gains tax for real estate is essential for homeowners looking to buy or sell their properties. By grasping the concepts of how it works, the potential tax rates, and available exemptions, you can make informed decisions and maximize your financial outcomes.

The experienced legal team at [DaMore Law](#) can help you navigate the intricacies of real estate law and tax implications. Your peace of mind is our top priority as we guide you through the complexities of real estate transactions. [Contact us to set up an appointment.](#)

The Difference Between a Revocable and an Irrevocable Trust

You've worked hard your whole life, accumulating assets and wealth. Naturally, you want to ensure that your loved ones are well taken care of in the future. This is where trusts come into play in the process of estate planning. In this blog post, we will discuss the distinctions between revocable and irrevocable trusts, helping you make a decision about which one aligns with your specific needs and goals.

Revocable Trusts

A revocable trust, also known as a living trust, is a flexible estate planning tool that allows you to retain control over your assets during your lifetime. You can amend or revoke the trust at any time, making it adaptable to changing circumstances. It offers benefits such as avoiding probate, maintaining privacy, and ensuring continuity in the event that you become incapacitated.

Irrevocable Trusts

Irrevocable trusts cannot be modified or terminated without the consent of the [beneficiaries](#). Once assets are transferred into an irrevocable trust, they are no longer considered part of your estate. While this relinquishes control, it provides advantages such as asset protection, tax planning opportunities, and shielding assets from creditors.

Choosing the Right Trust for You

To determine the best trust for your needs, consider factors such as your goals, estate size, asset protection needs, family situation, and tax planning objectives. Take into consideration the following aspects of revocable vs. irrevocable trusts.

- **Control:** Revocable trusts allow you to retain control over your assets, while irrevocable trusts involve relinquishing control in favor of added benefits like asset protection and tax planning.
- **Asset Protection:** If asset protection is a priority, an irrevocable trust can shield your assets from potential creditors and legal claims. However, a revocable trust offers no asset protection benefits.
- **Tax Implications:** Both types of trusts offer potential tax advantages, but the specific implications vary. Consult with a qualified attorney or tax professional to understand how each type may impact your tax planning goals.
- **Privacy:** Revocable trusts offer the advantage of maintaining privacy as they bypass the public probate process. Irrevocable trusts can also offer privacy, but it depends on the specific circumstances and state laws.

Understanding the differences between revocable and irrevocable trusts is crucial for creating an estate plan that aligns with your unique circumstances. Consulting with an experienced estate planning attorney will provide invaluable guidance in making this decision.

To explore your options further and receive personalized legal advice, contact [DaMore Law](#). Our dedicated team is ready to assist you in making the right choices to protect your assets and provide for your loved ones.

How to Amend Corporate Bylaws in 4 Simple Steps

One of the most important aspects of forming a corporation is creating corporate bylaws. As companies grow and change, the corporate bylaws will evolve. Changing bylaws isn't complicated, but here are some general guidelines to follow when making amendments. We'll cover how to amend corporate bylaws in 4 simple steps.

Corporate Bylaws and Articles of Incorporation

Articles of Incorporation are the official formation documents you must file with the state to start a new business. Once those are filed, you can write the corporate bylaws, which are a set of internal rules that outline how to run day-to-day operations and the rights and responsibilities of the owners and managers. Most states require bylaws, but even if your state does not, it is good business practice to have them so that you have structures and procedures to follow.

Some of the items commonly covered in corporate bylaws include:

- The company's purpose
- Basic details such as location of the headquarters
- The procedure for amending corporate bylaws and articles of incorporation
- The names of the officers and directors of the corporation, as well as the number of board members
- How officers and directors are selected and removed
- Record keeping and meeting procedures
- Procedure for resolving internal disputes
- How your corporation issues stock, as well as the classes of stock and number of each class
- The responsibilities of each officer

Once the corporate bylaws are written, the board will hold a vote to approve them and they become official.

4 Steps to Amending Corporate Bylaws

Changing bylaws isn't complicated, but here are some guidelines to follow when making amendments.

Step 1: Call a Meeting

Most bylaws with amendment procedures require calling a meeting of

the board of directors and holding a vote on the amendment.

Step 2: Distribute the Proposed Amendments

Distribute a copy of the proposal to all board members so they can take time to review before a vote is made. Familiarize yourself with the current requirements for amendments as stated in your current bylaws, including what voting majority is needed for the proposed amendments to be passed.

Step 3: Call a Second Meeting

During the second meeting, a vote will be held to approve or disapprove the amendments. The bylaws should state how many votes are needed, but a majority is generally the rule. If the vote is in favor of the amendments, you must provide a written resolution detailing the changes. This resolution should be prepared prior to the second meeting so that it can be given to all board members at the end of the meeting.

Step 4: Amend the Bylaws

If the amendment passes, you must then change the bylaws to reflect the new information and, if required by your state, file the amended bylaws with the appropriate state agency.

Your corporation's bylaws are a map for how your corporation does business. It's important to make sure that they are written clearly and updated as needed to ensure operations run smoothly.

Protect your assets and your reputation with a reliable legal team behind you. Contact DaMore Law to schedule a consultation with a dedicated business law expert.

A Guide To Bridge Loan Financing

A bridge loan is a short-term loan used to bridge the gap between buying a home and selling your previous one. It can be used to make a down payment on a new home when you need extra cash before you've completed the sale of your current home. In this guide, we'll cover how bridge loans work and the pros and cons to help you determine if they're a good fit for your situation.

How does a bridge loan work?

A bridge loan works similarly to a mortgage. The lender qualifies you based on a review of your income, assets, and credit and requires an [appraisal](#) to determine the value of your home.

You will decide whether the loan is a first or second mortgage. Here's how each works:

- **First-mortgage bridge loan:** This covers the balance of your mortgage, plus enough to cover a down payment. Your current mortgage is paid off, and the bridge loan takes first position until you sell your current home, at which point you pay it off.
- **Second-mortgage bridge loan:** This covers the amount you need for a down payment on your new home. The loan is secured by your current home, which makes it a second mortgage.

You'll typically be able to borrow up to 75% of your home's value, and you may have options for how you make your monthly payment.

The pros and cons of bridge loans

In this section, we'll break down the pros and cons of bridge loan financing for homebuyers.

Pros

- Using current home equity to buy a new home without selling it right away.
- Maintaining some savings.

- Make offers without contingencies for the sale of your current home.
- You may be able to make interest-only payments
- Make a larger down payment on the new home purchase.

Cons

- You'll likely pay high interest rates and closing costs.
- You could potentially have three monthly mortgage payments for a certain period of time.
- There is a risk of losing both homes if you can't make payments and the lender forecloses.
- The loan will be considered riskier and have fewer federal protections.
- It can be difficult to find a bridge lender.

When do you need a bridge loan?

Here are some of the situations where a bridge loan makes the most sense:

- Purchasing a new home in a highly competitive market
- Buying a fixer-upper that needs significant repairs
- A short-term, fix-and-flip home purchase

How to find bridge loan lenders and alternatives

Bridge loans are a special product that not all lenders will offer. Reach out to your current lender, local banks and credit unions, non-qualified mortgage lenders, and hard-money lenders. If you're having trouble finding a lender or you're looking for bridge loan alternatives, consider these options:

Home equity line of credit – This product works like a credit card and allows you to borrow as much as you need up to your credit line's limit. Your home is used as collateral, similarly to a bridge loan.

Home equity loan – With this alternative, you borrow against a percentage of your home's equity as a lump sum that you begin paying

right away. Your current home secures the mortgage.

Cash-out refinance – This option replaces your current loan with a larger mortgage and uses the difference for a down payment for the new home purchase.

80-10-10 piggyback loan – You take out two loans on the new home and make a 10% down payment: one for 80% of your home's value and the other for 10%. When your current home sells, you can pay off the rest and are left with only one mortgage payment.

A bridge loan can come in handy in circumstances where you need to buy a new home before an old one has sold. However, keep in mind it can lead to a costly acquisition and add to your overall debt load. The best strategy is to wait to sell your old house before moving forward to acquire a new property.

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Buying or selling a home is a significant undertaking. We provide professional and experienced legal counsel so that our clients can rest easy knowing their rights are protected. [Request a consultation](#) today, and one of our skilled attorneys will be happy to discuss your real estate plans.

Mortgage with Insurance: A Home Buyer's Guide

When buying a home with a mortgage loan, it's important to know about all the costs you'll be on the hook for. Among those expenses may be mortgage insurance, which can significantly impact the cost of your loan and your ability to buy a home.

We'll cover everything home buyers should know about mortgage insurance, including what it is, how you can pay for it, and approximate costs involved.

What Is Mortgage With Insurance?

A mortgage with insurance is a type of home loan that requires the borrower to purchase mortgage insurance, also known as private mortgage insurance (PMI), in order to protect the lender in case the borrower defaults on the loan.

Typically, insurance is required when a borrower puts down less than 20% of the home's value as a down payment. The insurance premium is typically added to the borrower's monthly mortgage payment and is paid until the loan-to-value ratio reaches 80% or less, at which point the borrower can request that the insurance be canceled.

Purchasing a mortgage with insurance helps lenders reduce their risk and allows borrowers to qualify for a mortgage with a lower down payment. However, it also adds to the overall cost of the loan, as borrowers are required to pay insurance premiums in addition to their principal and interest payments.

Ultimately, an insured mortgage protects the lender in the event that you fall behind on your payments. If you fail to make payments, your credit score will suffer and you risk losing your home through foreclosure.

What Does Mortgage With Insurance Cost?

Mortgage insurance costs vary depending on the type of insurance you have. On average, homebuyers can expect to pay .1% – 1% of your home loan amount annually with [PMI](#).

Your premiums for PMI will depend on:

- Your PMI type
- If the interest rate is fixed or adjustable
- The mortgage term, or the length of your home loan
- Your loan-to-value (LTV) ratio
- The insurance coverage amount required by your lender
- Your credit score
- Your home's value
- Whether the premium is refundable
- Additional risk factors.

For example, those with a lower credit score and who put down a minimum down payment will have a higher cost of mortgage insurance.

Types of Mortgage Insurance

There are two main types of insurance for mortgages: Private Mortgage Insurance (PMI) and government-backed mortgage insurance, such as the Federal Housing Administration (FHA) or the Department of Veterans Affairs (VA) insurance.

Government-backed mortgages require insurance or a funding fee. These types of loans have different requirements and may be more suitable for some borrowers depending on their financial situation and needs.

Here are some of the differences between PMI and government-backed mortgage insurance that home buyers should be aware of.

1. Eligibility

PMI is typically required for conventional loans when the borrower's down payment is less than 20% of the home's purchase price. Government-backed mortgage insurance, on the other hand, is often required for loans that are backed by the government, such as FHA loans or VA loans.

2. Cost

PMI premiums vary based on factors such as the loan-to-value ratio (LTV) and credit score of the borrower. The cost of government-backed mortgage insurance is set by the government and varies based on the type of loan and the size of the down payment.

3. Coverage

PMI covers the lender's risk in case the borrower defaults on the loan. Government-backed mortgage insurance covers the lender's risk as well as some of the borrower's risk.

4. Cancellation

With PMI, the borrower can typically request to cancel the insurance when the loan-to-value (LTV) ratio drops to 80% or less. With government-backed mortgage insurance, the borrower can request to

cancel the insurance when the LTV ratio drops to 78% or less. However, government-backed mortgage insurance is usually required for the life of the loan if the borrower makes a down payment of less than 10% on an FHA loan.

By understanding how mortgages and insurance work, you can make informed decisions about your home purchase and financing options. You can also calculate the added cost of an insured mortgage and factor it into your budget and monthly mortgage payments. Additionally, knowing about mortgage insurance can help you evaluate different loan options and determine which ones may be the most affordable for your financial situation.

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Buying a home can be overwhelming, but [we're here](#) to walk you through the process. We can help you decide which loan option is right for you and make sure everything moves smoothly. Request a consultation and one of our skilled attorneys will be happy to discuss your real estate closing.

All About Business Law: A Guide for Business Owners

Entrepreneurs wear many hats, learning a little bit of everything when starting and operating a business. It's important to know about business law to ensure your business is abiding by the laws of the government. This helps you avoid costly lawsuits and legal battles that could affect your reputation. Here's a basic overview of what you should know about business law.

What is Business Law?

Business law refers to the laws that govern the dealings between people and [commercial businesses](#). As a legal code, it protects

liberties and rights, maintains orders, resolves disputes, and establishes standards for business' interactions with the government and individuals.

Every state has its own set of regulations and laws for business organizations. It is the responsibility of owners to know about business law and understand the existing rules and regulations applicable to them.

There are two separate areas to be aware of when learning about business law. The first is regulation of commercial entities through laws of partnership, company, bankruptcy, and agency. The second is regulation of the commercial transactions through the laws of contract.

The Importance of Business Law

Business law regulates business practices and helps prevent lawsuits and other damages to a company. Here are areas of the areas it covers:

Compensation Issues – Business law handles compensation issues, including salary management, nonpayment or underpayment for overtime work, denial of benefits, or rejection of employee requests for time off from work for medical issues.

Safeguard the Rights of Shareholders – An important aspect about business law is that it plays a vital role in protecting the rights of a company's shareholders. A business law attorney will handle any conflicts related to minority shareholders, constitutional documents, resolution by arbitration, and more.

Business Formation – Establishing business includes a lot of legal processes, leasing, and permits. A business law attorney is well-versed with all the relevant regulations, and can help owners successfully operate their business from the start.

Business law also contains guidelines relating to:

- Taxation

- Competition and antitrust
- Employee rights, wage laws, and workplace safety
- Business ethics, substantive law, procedural law, and court system structure
- Environmental regulations
- The establishment or sale of an organization
- Contracts, transactions, and agreement violations
- Business partnerships, entities, sole proprietorships, liability companies, and corporations
- Rules regarding physical property
- Technology regulations

DaMore Law: Experienced Business Attorneys

Our experienced business attorneys provide legal advice that covers every aspect of a company. Whether you're starting or selling a business, or anything in between, we can make sure everything is above board. [Contact us to schedule an appointment.](#)

Capital Gains Tax Rate Explained

Have you ever wondered what happens to your investment profits? Profits you make from selling most assets are known as capital gains, and they are taxed at different rates depending on how long you have held the asset. This blog will help you better understand the rules and how to calculate capital gains tax rate for 2022 and 2023.

What is the capital gains tax?

A capital gains tax is a tax that investors pay on the profit from the sale of an asset. How the capital gain is taxed depends on filing status, taxable income, and how long the asset was owned. This type of tax applies to capital assets, which can include investments such as stocks, bonds, cryptocurrency, real estate, cars, boats and other tangible items.

How does the capital gains tax rate work?

When stock shares or other taxable investments are sold, the capital gains are referred to as being “realized.” The capital gains tax rate does not apply to unsold investments or “unrealized capital gains.” For example, stock shares will not incur taxes until they are sold, no matter how long the shares are held or how much they increase in value.

The time between the purchase of the asset and its sale, also called the holding period, will determine how the profit is classified for tax purposes. Profits made on assets held for a year or less before sale are considered short-term capital gains, while profits made on assets held for longer than a year are long-term capital gains.

What is the capital gains tax rate for 2023?

The current long-term capital gains tax rates for the 2022 and 2023 tax years are 0%, 15%, or 20% of the profit, depending on the income of the filer. The income brackets are adjusted annually.

Most taxpayers pay a higher rate on their income than on any long-term capital gains they may have realized. That provides a financial incentive to hold investments for at least a year, after which the tax on the profit will be lower.

You can use this tool to estimate your after-tax investment gains: [2022 Capital Gains Calculator](#).

To recap, the capital gains tax rate ranges from 0% to 20% for long-term gains and 10% to 37% for short-term gains. Capital gains taxes only apply after you sell an investment or asset, and those assets held for more than a year are considered long-term.

Experts in Capital Gains Tax at Your Assistance

If you're wondering about the tax rates for an investment or piece of property, [DaMore Law](#) can help. Our team of experts are prepared to answer your questions and guide you through the process. Visit our website for more information on all the ways DaMore Law can assist you.

Real Estate Closing Checklist For Home Sellers

So you've accepted an offer on the home you're selling. It's time to celebrate, right? While this is an exciting milestone, there are still some things that need to happen before the job is done. During this final phase, you will tie up loose ends, handle the legal transfer of your property's title, wrap up negotiations, and execute the financial transaction. In this blog we'll go over how you can prepare and include a real estate closing checklist to keep you on track with the sale of your home.

Before The Real Estate Closing

Both parties will need to sign the purchase contract to solidify an offer. This legal document outlines terms of the agreement, such as the buyer's inspection period, how much money the buyer is putting down, and the closing date.

If your buyer has requested repairs based on the results of their home inspection, you'll work with your real estate agent to negotiate

the repairs. If the buyer is financing the purchase, then a home appraisal is necessary. The appraisal report provides an objective, third-party assessment of what the home's value is. Once you've worked through these hurdles, you can begin to prepare for closing day.

- Clean your home for the final time, taking special care to check drawers and closets for items left behind.
- Gather documents for appliances and other items such as warranties, manuals, receipts, and any home improvement projects you've had done to the property.
- Shut off the main water valve to the property.

During A Real Estate Closing

It's time to seal the deal. Here's what to bring to the closing table:

- Photo identification of all sellers on the home contract. Make sure you bring two valid forms of ID.
- Keys and/or security codes for the home and any remotes to appliances. For example, the garage door, HVAC, motorized window blinds, etc.
- Final utility bills to be paid.
- A cashier's check to cover closing costs if you didn't wire the money already.
- Your checkbook in case there are any unforeseen costs to cover.
- Proof of repairs made per the home inspection.

Check with your real estate agent before closing day to confirm this is all that you need. Every state and individual sale will vary when it comes to closing necessities, so there may be additional items to bring based on your situation.

Your real estate agent or attorney will handle all other essential documents required for the meeting, such as the closing statement, seller disclosures, deed to the home and purchase contract. At closing, you and your agent will meet with the buyer and their agent to sign all the paperwork and settle the final [closing costs](#).

After The Real Estate Closing

After your home's final sale, you will receive a package of paperwork to file away, in addition to a check for the proceeds of the sale. Here are just a few final things to make sure you wrap up.

- Change of address. Notify everyone that you're moving and update your address with the post office.
- Cancel homeowner's insurance policy and utilities. Wait to do this after the transfer of ownership is complete.
- Cover additional expenses such as taxes, insurance, attorney fees, HOA dues, real estate commission, title fees, etc. These will depend on the details of your home sale.

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Buying or selling a home is a significant undertaking. Our team ensures that everything moves as smoothly as possible, from checking the title is free and clear to the exchange of keys on closing day. [Request a consultation](#) and one of our skilled attorneys will be happy to discuss your real estate closing.

Understanding the Basics of a Purchase and Sale Agreement

There's a lot of paperwork involved when it comes to buying a home. Understanding what you're filling out and signing is especially important because of the magnitude of the purchase. The purchase and sale agreement is a main document you'll come across in the home buying process. In this blog, we'll cover what the purchase and sale agreement is and everything you need to know to move forward confidently.

What Is A Purchase And Sale Agreement?

A purchase and sale agreement, or [PSA](#), is a document that will be produced and signed after the buyer and seller agree on the price and terms of their real estate transaction. Typically a real estate agent or attorney will be the one to prepare a purchase and sale agreement.

The document addresses a variety of terms including the agreed-upon purchase price, personal items to remain on the property, closing conditions, earnest money, and other financial contingencies

What Is Included In A Purchase And Sale Agreement?

Here are some items you will typically find in a purchase and sale agreement.

1) Purchase Price

The document will establish the sale price that the buyer and seller have agreed on. However, this can be changed or negotiated later on.

2) Earnest Money Details

Earnest money, also known as the good faith deposit, is what the buyer puts down to solidify the sincerity of the PSA. The agreement outlines how much the deposit will be, information about due diligence, a deadline, and any contingencies.

3) Closing Date

The purchase and sale agreement states the planned closing date, which sets the sale process in motion. A home inspection, a title search, an appraisal, and mortgage underwriting all things need to occur before the closing date.

4) Title Insurance and Escrow Company Details

The document contains information on the title and escrow company that you're using, including the address of the company and the names of the agents involved.

5) Title Condition

The PSA contains the information on how the property title is transferred, including who pays for the title policy, how the title is insured, and how the title is conveyed.

6) Contingencies

Contingencies are the reasons a buyer or sellers can legally back out of the transaction without losing money.

7) Addendum

Addendums are additional documents added onto the standard PSA. They contain requests from the buyer to the seller to help keep the sale on track.

Are Purchase And Sale Agreements Legally Binding?

PSAs are legally binding contracts. If either the buyer or the seller does not uphold the terms of the agreement, the other party has the right to take legal action. It's important to note that signing a PSA does not indicate the finalization of a home sale.

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The Most Common Real Estate Litigation Disputes and How To Avoid Them

Real estate disputes are increasingly common in today's market. No matter what kind of property you're dealing with, becoming involved in real estate litigation can quickly become expensive. Buying a property is a significant investment, and when ownership is on the line, people stand to lose a lot. Hiring a real estate attorney can help you perform the due diligence necessary to avoid some of the most common reasons for real estate litigation. Below is a list of 5 of the most common causes of real estate litigation and how to avoid them.

1. Boundary Disputes

One of the most common reasons real estate litigation conflicts is over boundaries. Often, a property's practical boundary line and the legal one are different. This leads to neighbors arguing over a strip of land between their adjacent properties, each claiming ownership. Conflicting surveys may show each neighbor as the owner, or one neighbor may use the other's property as an easement. This generates a separate use agreement that can change the usage and ownership rights of the land for both parties.

What a [real estate attorney](#) can do is perform property research, comparing public records with the newly done survey and the current practical use of the land. They may provide advice and recommendations to resolve the conflict or award estate ownership to one party.

2. Public Records Errors

One of the most common real estate litigation disputes are over public record errors. Public records are what people search for to determine the rightful owner of a property. Something as small as a typo can undermine someone's right to claim ownership. While it is possible to resolve a public record error, it can take time to fix

and be costly. Many people don't realize that there's an issue until the situation is dire.

Working with a real estate attorney can reduce the risk of clerical errors when you file documents. They will double-check with an eagle eye to ensure all of the information is correct.

3. Title Disputes

A title dispute arises when someone else claims to have legal ownership rights to your real estate. This can be one of the most challenging real estate litigation disputes for property owners to experience. It takes extensive research to ensure that the claimed seller of a property is its sole and rightful owner. In a worst-case scenario, a third party may successfully argue in front of a judge that they have a claim to the property. This will leave the new buyer with a financial loss and no property.

A real estate attorney can do the necessary research to ensure that you have a complete picture of your property's ownership history. This reduces the risk of an unknown third party making an ownership claim.

4. Property Liens

A lien is a legal claim against property that can be used as collateral to repay a debt. Your mortgage company has an ownership claim on your property. However, real estate could have a [property lien](#) placed on it for an unpaid contractor, delinquent taxes, or another debt. Liens follow the property, not the debtor. As the new owner, you won't have a clear title until those debts are paid. This is a common real estate litigation dispute with real estate that was foreclosed on.

A real estate attorney will assist in identifying and negotiating a resolution of any property debts so that the title is free and clear when you purchase a property.

5. Construction Conflicts

If your plan is to build and develop a property, you will likely have contractors and subcontractors who perform the labor during the

construction project. Unfortunately, disputes can arise between a property owner and the contractor or subcontractor that delay your project and result in a financial loss.

By partnering with a real estate attorney, you'll have someone looking out for your best interest. They will review any construction or real estate agreements to ensure that you understand the individual terms and the contractor's duties.

Real Estate Law Services

Buying or selling a home is a significant undertaking. We provide professional and experienced legal counsel so that our clients can rest easy knowing their rights are protected. Our team ensures that everything moves as smoothly as possible, so you don't have to worry about becoming entangled in a real estate litigation case. Request a consultation today, and one of our skilled attorneys will be happy to discuss your real estate plans.