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HOME

SELLER'S

GUIDE

Seller's guide

So, you have decided to sell your property. Before anything else, it is a good idea to sit down and clarify your motivations and draw up a basic time frame for the selling process.

Why Sell?

Why do you want to sell your property? Do you intend to simply find a larger property, or do you plan on moving to another neighborhood, school district, city or state? You might think your reasons are obvious, but it would do well to consider the implications of each option for your lifestyle, opportunities, and finances. Being clear about your intentions for selling will make it easier for us to determine the most appropriate option for your specified financial, lifestyle, and real estate goals.

When Should I Sell?

You should immediately establish your time frame for selling. If you need to sell quickly, we can speed up the process by giving you a complete market analysis and action plan to obtain all of your goals. If there is no pressing need to sell immediately, you can sit down with one of our expert real estate agents to thoroughly review the current market conditions and find the most favorable time to sell.

What Is the Market Like?

When you work with us, you can be sure that you will have our knowledge, expertise and negotiating skills at work for you to arrive at the best market prices and terms. We will keep you up to date on what is happening in the marketplace and the price, financing, terms and conditions of competing properties. With us, you will know exactly how to price and when to sell your property.

How Do I Optimize My Finances?

Deciding to sell your property demands a serious consideration of your current financial situation and future possibilities. With the help of our qualified loan agents, you will be able to effectively assess the cumulative impact of these changes, estimate potential proceeds of selling your property, and plan effective tax savings and estate planning strategies. We will ensure that you not only take control of your finances, but use them to their fullest potential.

Why Should You Choose Our Professionals?

You may opt to sell your property independently. There are many excellent reasons, however, why you should choose us to assist you in this important undertaking. We will ensure that you maximize your opportunities in the current real estate market. With our extensive contact networks that we have developed through the many national and international organizations, of which we are members, as well as our current and past clients, we will employ the most effective marketing and advertising strategies for your property. We will also guide you through the complicated paperwork involved, from the initial agreement to the final documents.

What To Look for In an Agent

The following are a couple of factors to keep in mind when looking for a listing agent:

1. **Education.** The most important factor in choosing a real estate professional is their education in the real estate industry. Our professionals have advanced training and education, allowing them to be among the top agents in the world and earning prestigious designations in the various fields of real estate.
2. **Experience and Expertise.** You want a full-time agent who is familiar with your area and with the type of property you intend to sell. Does he or she employ a diverse range of marketing and advertising strategies? How tech-savvy is your agent? How many similar properties has he or she been able to sell in the past?
3. **Availability and Commitment.** Your agent should be capable of prompt and decisive action during the course of selling your property. Does your agent make it a point to keep in touch with you constantly? Can your agent easily be contacted in case of emergencies or even for the simplest questions? Is your agent available on the weekends or in the evenings when most buyers are out looking?
4. **Rapport.** Does your agent take the time to listen to your goals and clarify your needs? Can your agent understand your unique situation and be genuinely concerned about the outcome of the process? Your listing agent will be your guide and partner in this crucial decision, so it is important to find one with whom you can get along.

What Is Your Property Worth?

Without a professional agent, most independent property sellers tend to overestimate the value of their property. You can avoid this pitfall by consulting with an experienced real estate listing agent.

You can do a lot to increase the appeal of your property and to create a lasting impact on potential buyers.

The Consequences of Overpricing at The Time You List

The strategy of overpricing your home when you list, knowing that you can reduce the price later, might seem to make sense at first glance. However, it seldom works. In fact, sellers who overprice their homes – even just 10% above market value – and then reduce the price one or more times often end up getting less than they would have if they'd priced it realistically from the start.

What To Do To Prepare:

The following are a couple of factors to keep in mind when listing your property for sale:

1. **Curb Appeal.**

Keeping your landscape pristine, and adding creative touches to your yard, such as colorful annuals, will create an immediate impact on passers-by and potential buyers.

2. **Property Repairs.**

Simple upgrades such as window repairs, polishing the doorknobs, and a fresh coat of paint in the most frequently used rooms will instantly brighten up the property.

3. Cleanliness and Staging.

Keep your property uncluttered, sweet-smelling and well-lit from top-to-bottom. Pay attention to details: put away the kitty litter, place a vase of fresh flowers near the entryway, pop a batch of cinnamon rolls in the oven, have your carpets cleaned. Your agent will scan the property before it is listed for sale to see how you can improve the staging of your property.

4. Disclosures and Inspections.

We are very familiar with the legal procedures involved in disclosures and are ready to help you develop a thorough disclosure statement beneficial to both you and the buyer, as well as suggest home improvement measures before placing your property on the market (such as termite and pest inspections).

5. Showtime.

Presenting your property to potential buyers is a job that we will take care of for you. Buyers feel more comfortable discussing the property with the agent, if you are not there. Moreover, your agent will know what information will be most useful in representing your interests when speaking with prospective buyers.

The Price Is Not Always Right

“The higher the price, the better the offer.” Do not let yourself be fooled by this popular misconception. Price is not always the determining factor when accepting an offer for several important reasons: the initial offer is usually not final, and there are a number of terms and conditions that may influence the final outcome of a price. You can trust our professionals to help you thoroughly evaluate every proposal without compromising your marketing position.

Negotiating The Right Way

We take the ethical responsibility of fairly negotiating contractual terms very seriously. It is our job to find a win-win agreement that is beneficial to all parties involved. You may even have to deal with multiple offers before ratifying the one you judge to be the most suitable for you – and as your agents, we will guarantee a thorough and objective assessment of each offer to help you make the right choice.

The Initial Agreement and Deposit

An effective agreement is a legal arrangement between a potential purchaser and the property’s seller. Laws vary from state to state, but in order to be a legally, binding agreement, the agreement may require consideration. This consideration (initial and additional deposit) is to be held in the closing agent’s escrow account pending the fulfillment of conditions or contingencies in the effective agreement.

Some important tips to keep in mind to streamline the process even further:

Keep written records of everything

For the sake of clarity, it will be extremely useful to transcribe all verbal agreements including counter-offers and addendums, and convert them to written agreements to be signed by both parties. We will assist you in drafting all the paperwork for your sale and make sure that you have copies of everything.

Stick to the schedule

Now that you have chosen your offer, you and the buyer will be given a timeline to mark every stage in the process of closing the real estate contract. Meeting the requirements on time ensures a smoother flow of negotiations and also ensures that each party involved is not in breach of their agreements. During the process we will keep you constantly updated so you will always be prepared for the next step.

Inspection and Appraisals

Most buyers will have the property inspected by a licensed property inspector within the timeframe that was agreed upon in the effective contract to purchase. Some buyers will have several different inspectors inspect the property, if they wish to obtain professional opinions from inspectors who specialize in a specific area (e.g. roof, HVAC, structure). If the agreement is conditional upon financing, then the property will be appraised by a licensed appraiser to determine the value for the lending institution via third party. This is done so that the lending institution can confirm their investment in your property is accurate. A buyer of a commercial property may also have a complete environmental audit performed and/or soil test, if required by the lending institution.

The Closing Agent

Either a title company or an attorney will be selected as the closing agent, whose job is to examine and insure clear title to real estate. After researching the complete recorded history of your property, they will certify that 1) your title is free and clear of encumbrances (eg. mortgages, leases, or restrictions, liens) by the date of closing; and 2) all new encumbrances are duly included in the title.

Contingencies

A contingency is a condition that must be met before a contract becomes legally binding. For instance, a buyer will usually include a contingency stating that their contract is binding only when there is a satisfactory home inspection report from a qualified inspector.

Before completing his or her purchase of your property, the buyer goes over every aspect of the property, as provided for by purchase agreements and any applicable addendums. These include:

- Obtaining financing and insurance;
- Reviewing all pertinent documents, such as preliminary title reports and disclosure documents; and
- Inspecting the property. The buyer has the right to determine the condition of your property by subjecting it to a wide range of inspections, such as roof, termite/pest, chimney/fireplace, property boundary survey, well, septic, pool/spa, arborist, mold, lead based paint, HVAC, etc.

Depending on the outcome of these inspections, a few things may happen:

1. The home is in great shape and nothing else is needed
2. There are additional recommendation by the home inspector to have additional items more closely inspected by a licensed professional (roofing contractor, electrician, plumber, etc.)
3. Items are in need of repair. If there are a few things in the inspections that are recommended to be repaired the buyer will often send a "request to repair." There are some options to that as well: one, you as the seller can complete those repairs before close or; two, offer a credit for those

repairs to be handled by the buyer after close. There is a third option, if none of the repairs are safety or structural issues the seller can refuse to make any repairs. Depending on the items in need of repair option three is usually not the best one to choose.

How do you respond objectively and fairly to the buyer when a renegotiation is demanded, while acting in your best interests? This is when a professional listing agent can make a real difference in the outcome of the transaction. Having dealt with various property sales in the past, we guarantee our expertise and total commitment to every customer, no matter what their situation is.

Loan Approval and Appraisal

We suggest that you accept buyers who have a lender's pre-approval, approval letter, or written loan commitment, which is a better guarantee of loan approval than a pre-qualification or no documentation from a lending institute. Expect an appraiser from the lender's company to review your property and verify that the sales price is appropriate.

Closing Day

If you have come this far, this means that it is almost time for a congratulations, but not yet. Do not forget to tie up these loose ends:

Final Walk-Through Inspection

More of a formality than anything else, the final inspection takes place the day before, or the day of the closing. The buyer visits the property to verify that all is in working order, everything is the same as when the buyer last viewed the property, and that there are no extra items left behind.

Cancel Home Services and Utilities

We will provide a list of useful numbers for the termination of home services and utilities after the closing occurs.

Be Prepared

We are ready to assist you should an unforeseen glitch pop up, even at this last stage. If something at the property breaks down or the buyers' loan does not pull through on time, there is no need to worry. We have encountered these problems before, so we know how to handle them efficiently and in a stress-free manner.

Closing

The closing agent will furnish all parties involved with a settlement statement, which summarizes and details the financial transactions enacted in the process. The buyer(s) will sign this statement and then you will sign as well as the closing agent, certifying its accuracy. If you are unable to attend the scheduled closing, then arrangements can be made depending on the circumstances and the notice that we receive. If you are receiving funds from the transaction, you can elect to either have the funds wired electronically to an account at your financial institution, or have a check issued to you at the closing. The seller should arrange to have all property keys and any other important information for the new purchaser at the closing, so that the purchaser may receive these items at this time.

Things to think about

- What is your timeline and budget?
- Does each room in your house feel spacious?
- Is your house clean from top to bottom?
- Pre-pack all items that you do not need while selling your house
- Pre-pack off-season clothing and items
- Decide where you can store your boxes and extra items
- How does your garage look?
- What condition is your carpet in?
- Does it need to be replaced? If so, do you need to re-do every room? If not, select something that will work with rest of the carpet in the house.
- What year was your house built?
- Do you have any water problems?
- Have you had problems with mold and mildew?
- What major repairs are needed?
- What minor repairs are needed?
- Repair or replace even the smallest items
- Make a list of what needs to be done
- Maintain front, back and side yard
- Remove all festive lights and decorations
- When was the last time you painted your house?
- Do your walls need to be painted a neutral color?
- If they are already neutral do they need a fresh coat of paint?
- Do your doors and trim need a fresh coat of paint?
- Repair any holes or cracks in the walls and ceilings
- Consider putting a fresh coat of paint on the ceiling to give the entire room a clean look
- Remove all personal and family photos
- Remove all memorabilia
- Pre-pack books and music that do not appeal to a wide range of buyers
- Pre-pack your collections
- Store away and organize children's toys, games and books
- What updates have you been putting off?
- What condition are your windows in?
- What condition are your permanent light fixtures in?
- Inspect your smoke and carbon monoxide detectors and replace if needed

Terms you should know

Amendments

A change—either to alter, add to, or correct—part of an agreement without changing the principal idea or essence.

Appraisal

An estimate of value of property resulting from analysis of facts about the property; an opinion of value.

Beneficiary

The recipient of benefits, often from a deed of trust; usually the lender.

Close of Escrow

Generally, the date the documents are recorded and title passes from Seller to Buyer. On this date, the Buyer becomes the legal owner, and title insurance becomes effective.

Comparable Sales

Sales that have similar characteristics as the subject real property, used for analysis in the appraisal. Commonly called “comps.”

Deed of Trust

An instrument used in many states in place of a mortgage.

Deed Restrictions

Limitations in the deed to a parcel of real property that dictate certain uses that may or may not be made of the real property.

Earnest Money Deposit

Down payment made by a purchaser of real property as evidence of good faith; a deposit or partial payment.

Easement

A right, privilege or interest limited to a specific purpose that one party has in the land of another.

Hazard Insurance

Real estate insurance protecting against fire, some natural causes, vandalism, etc., depending upon the policy. Buyer often adds liability insurance and extended coverage for personal property.

Impounds

A trust type of account established by lenders for the accumulation of borrower's funds to meet periodic payments of taxes, mortgage insurance premiums and/or future insurance policy premiums, required to protect their security.

Legal Description

A description of land recognized by law, based on government surveys, spelling out the exact boundaries of the entire parcel of land. It should so thoroughly identify a parcel of land that it cannot be confused with any other.

Lien

A form of encumbrance that usually makes a specific parcel of real property the security for the payment of a debt or discharge of an obligation. For example, judgments, taxes, mortgages, deeds of trust.

Mortgage

The instrument by which real property is pledged as security for repayment of a loan.

PITI

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

Power of Attorney

A written instrument whereby a principal gives authority to an agent. The agent acting under such a grant is sometimes called an "Attorney-in-Fact." (Often used within Military families)

Purchase Agreement

The purchase contract between the Buyer and Seller. It is usually completed by the real estate agent and signed by the Buyer and Seller.

Recording

Filing documents affecting real property with the County Recorder as a matter of public record.

The Professionals

REALTOR®

A Realtor® is a licensed real estate agent and a member of the National Association of Realtors®, a real estate trade association. Realtors also belong to their state and local Association of Realtors.

REAL ESTATE AGENT

A real estate agent is licensed by the state to represent parties in the transfer of property. Every Realtor is a real estate agent, but not every real estate agent has the professional designation of a Realtor®.

LISTING AGENT

A key role of the listing agent or broker is to form a legal relationship with the homeowner to sell the property and place the property in the Multiple Listing Service.

BUYER'S AGENT (Selling Agent)

A key role of the buyer's agent or broker is to work with the buyer to locate a suitable property and negotiate a successful home purchase.

MULTIPLE LISTING SERVICE (MLS)

The MLS is a database of properties listed for sale by Realtors who are members of the local Association of Realtors. Information on an MLS property is available to thousands of Realtors.

Title Company

These are the people who carry out the title search and examination, work with you to eliminate the title exceptions you are not willing to take subject to, and provide the policy of title insurance regarding title to the real property.

Escrow Officer

An escrow officer leads the facilitation of your escrow, including escrow instructions preparation, document preparation, funds disbursement, and more.