

Real Estate and Divorce Terms Reference Guide

Understanding the Language of Selling a Home During Divorce

When you're selling a home during a divorce, you'll hear real estate, legal, and financial terms that may be unfamiliar. This guide explains common terms in plain English so you can better understand your options and participate confidently in the decisions ahead.

Appraisal

An appraisal is a professional opinion of a home's current value prepared by a licensed appraiser. During a divorce, an appraisal can help establish a fair value for the home when making decisions about selling the property, dividing assets, or buying out one spouse's interest.

Why It Matters During Divorce

Knowing the home's value is an important step in making informed financial decisions during a divorce. An appraisal provides an objective opinion of value that can help both spouses evaluate settlement options, negotiate fairly, and understand the home's role in the overall division of assets.

What You Should Know

An appraisal reflects a professional opinion of value at a specific point in time. Depending on market conditions, the appraised value may differ from the price a buyer is ultimately willing to pay. In some situations, divorcing spouses may agree to obtain a joint appraisal, while in others, each party may hire their own appraiser.

Dr. Deena's Tip:

An appraisal estimates value, but it doesn't predict what your home will sell for. Comparing an appraisal with a Comparative Market Analysis (CMA) can provide a more complete picture when making decisions about selling your home.

Buyout

A buyout occurs when one spouse keeps the marital home by purchasing the other spouse's ownership interest. During a divorce, a buyout allows one person



to remain in the home while the other receives their agreed-upon share of the home's equity.

Why It Matters During Divorce

A buyout may allow one spouse to remain in the home while avoiding the need to sell. It can provide stability for the family, but it also requires careful consideration of the home's value, available equity, financing options, and the long-term financial responsibilities of homeownership.

What You Should Know

A buyout involves more than deciding who keeps the house. Both spouses should understand how the home's value was determined, how the equity will be divided, and whether the existing mortgage can be refinanced or otherwise addressed. Before agreeing to a buyout, consult your family law attorney and financial professionals to understand the long-term impact of your decision.

Dr. Deena's Tip: Keeping the family home can feel like the right emotional decision, but it's important to make sure it's also the right financial decision.

Capital Gains Tax

Capital gains tax is a tax that may apply when you sell a home for more than you originally paid for it. During a divorce, understanding the potential tax consequences of selling a home can help you make more informed financial decisions before agreeing to a property settlement.

Why It Matters During Divorce

Selling a home is often one of the largest financial transactions in a divorce. Understanding the potential tax consequences before deciding whether to sell the home or transfer ownership can help both spouses evaluate their options and better understand the financial impact of the settlement.

What You Should Know

Many homeowners qualify for an exclusion that allows them to avoid paying capital gains tax on some or all of the profit from the sale of their primary residence if certain IRS requirements are met. Because tax laws are complex and every divorce is unique, consult both a qualified tax professional and your family law attorney before making decisions based on potential tax consequences. A tax professional can explain the tax



implications, while your attorney can advise you on how those issues may affect your divorce settlement.

Dr. Deena's Tip: Don't assume you'll owe capital gains tax simply because you're selling your home. Many homeowners qualify for valuable tax exclusions, so it's important to get advice based on your specific circumstances.

Contingency

A contingency is a condition that must be satisfied before a real estate transaction can move forward. During a divorce, understanding the contingencies in a purchase agreement helps both spouses know when the sale becomes legally binding and what conditions still need to be met.

Why It Matters During Divorce

Contingencies can affect the timing and certainty of a home sale. Common contingencies include financing, inspections, and appraisal, all of which may impact the closing date and the proceeds available for distribution.

What You Should Know

Until contingencies are satisfied or removed, a sale may still be cancelled under certain circumstances. Understanding the contingency timeline can help avoid unnecessary stress and confusion.

Dr. Deena's Tip: An accepted offer is an important milestone, but the sale is not final until the contingencies have been satisfied or removed. Understanding which contingencies are in place—and when they are expected to be completed—can help you anticipate the next steps and avoid unnecessary surprises or delays.

Cash-Out Refinance

A cash-out refinance is a new home loan that replaces your existing loan while allowing you to borrow additional money based on the equity in your home. During a divorce, a cash-out refinance may be used when one spouse keeps the home and uses a portion of the home's equity to buy out the other spouse's ownership interest.



Why It Matters During Divorce

A cash-out refinance may allow one spouse to remain in the home while providing funds to compensate the other spouse for their share of the equity. This option can eliminate the need to sell the home, provided the spouse keeping the property qualifies for the new loan.

What You Should Know

A cash-out refinance requires approval from a lender and is based on factors such as income, credit, debt, the home's value, and available equity. Borrowing additional funds increases the amount of the new loan and may result in higher monthly payments. Before choosing this option, discuss both the financial and legal implications with your lender, financial advisor, and family law attorney.

Dr. Deena's Tip: A cash-out refinance isn't simply a way to "get cash." It's a new loan that changes your monthly payment and your long-term financial obligations. Before deciding to keep the home, make sure the new loan fits comfortably within your budget.

Closing Costs

Closing costs are the expenses and fees associated with completing the sale of a home. During a divorce, understanding these costs can help you estimate how much money will be available to divide after the sale closes.

What it means

Closing costs include the various fees and expenses paid when ownership of a home is transferred from the seller to the buyer. These costs may include title and escrow fees, transfer taxes, recording fees, real estate commissions, prorated property taxes, and other expenses related to the transaction.

Why it matters during divorce

When a divorcing couple sells their home, closing costs reduce the amount of money each spouse ultimately receives from the sale. Understanding these expenses before accepting an offer can help both parties set realistic expectations about the net proceeds available for division.

What You Should Know

Closing costs vary depending on the location of the property, the terms of the purchase agreement, and the services required to complete the transaction. Before your home is listed, ask your real estate professional to provide an estimate of your anticipated



closing costs so you have a clearer picture of your expected net proceeds. If questions arise about how these costs are allocated between spouses, consult your family law attorney.

Dr. Deena's Tip: Many sellers focus on the sale price but overlook the costs of selling. A higher sales price doesn't always mean you'll receive more money at closing. Understanding your estimated net proceeds before you accept an offer can help you make more informed decisions.

Community Property

Community property is generally defined as property and debts acquired by either spouse during the marriage that are jointly owned by both spouses under state law. In a divorce, determining whether a home is community property can affect how it is divided, transferred, or sold as part of the property settlement.

Why It Matters During Divorce

For many couples, the family home is one of their most valuable assets. Whether the home is considered community property may influence how its value and equity are divided, whether one spouse can buy out the other's interest, or whether the home will need to be sold. The laws governing community property vary by state, and individual circumstances can affect how property is classified.

What You Should Know

Not every asset owned by a married couple is automatically community property. Factors such as when the property was acquired, how title is held, whether separate funds were used, and any written agreements between the spouses may affect how the property is classified. Questions about property ownership and division should be discussed with your family law attorney.

Dr. Deena's Tip: Many people assume that "community property" always means a 50/50 split. In reality, the classification of property and the division of assets depend on your state's laws and the specific facts of your situation. Before making decisions about your home, be sure you understand how the law applies to you.

Comparable Sales (Comps)

Comparable sales, often called "comps," are recently sold homes that are similar in size, age, condition, location, and features to your home. Real estate



professionals use comparable sales to help estimate a home's current value and recommend an appropriate listing price.

Why It Matters During Divorce

Comparable sales provide objective market information that can help both spouses understand a home's estimated value. They are an important part of preparing a Comparative Market Analysis (CMA) and making informed pricing decisions.

What You Should Know

No two homes are exactly alike. Real estate professionals make adjustments for differences in size, condition, location, upgrades, and amenities when comparing properties.

Dr. Deena's Tip: A neighbor's home isn't automatically a good comparison. The best comparable sales are homes that closely match yours and have sold recently in your local market.

Comparative Market Analysis (CMA)

A Comparative Market Analysis (CMA), also called a Home Value Assessment, is an estimate of a home's current value prepared by a real estate professional. It compares your home to similar properties that have recently sold, within the past 6 to 12 months. Adjustments are made for differences in sq footage, condition, location, and amenities. The results help the homeowner and the real estate professional determine an appropriate listing price.

Why It Matters During Divorce

If you and your spouse decide to sell your home, establishing an appropriate listing price is one of the first and most important decisions you'll make. A CMA provides market-based information that helps both spouses understand the home's current value and supports informed discussions about pricing, negotiations, and the expected proceeds from the sale.

What You Should Know

A CMA is not the same as an appraisal. A CMA is prepared by a real estate professional to help recommend an appropriate listing price based on current market conditions, while an appraisal is prepared by a licensed appraiser and is often required



by a lender. Although neither guarantees what a home will sell for, both can provide valuable information when making real estate decisions during a divorce.

Dr. Deena's Tip: Pricing your home isn't about choosing the highest number—it's about choosing the right number. A well-prepared CMA, combined with a thoughtful discussion about your goals and current market conditions, helps position your home to attract qualified buyers and maximize your opportunity for a successful sale.

Court Order

A court order is a written decision issued by a judge that legally requires certain actions to be taken. During a divorce, a court order may determine how the marital home is to be sold, transferred, or otherwise handled.

Why It Matters During Divorce

A court order may establish deadlines, authorize the sale of the home, require signatures, or specify how the proceeds will be divided. Real estate professionals involved in the transaction should be aware of any court orders affecting the sale.

What You Should Know

A court order is legally binding. If you have questions about its meaning or how it affects your rights, consult your family law attorney before taking action.

Dr. Deena's Tip: If a court order affects the sale of your home, provide a copy to your attorney and real estate professional early in the process to help avoid unnecessary delays.

Deed

A deed is a legal document that transfers ownership of real property from one person or entity to another. During a divorce, a deed may be used to transfer ownership of the home as part of the property settlement.

Why It Matters During Divorce

A deed is the legal document used to change ownership of a home. If one spouse is awarded the home or ownership is transferred as part of the divorce settlement, the appropriate deed must be prepared and recorded.



What You Should Know

A deed transfers ownership, but it does not change responsibility for an existing home loan. If your name remains on the loan, you may still be legally responsible for the debt even after your ownership interest has been transferred.

Dr. Deena's Tip: Many people confuse a deed with title. Think of the deed as the document that transfers ownership, while title refers to the legal ownership itself.

Disclosure

Seller's disclosures are forms completed by the seller that describe the condition of the property, work that has been done on the home, known defects, and other important information a buyer should know before purchasing the property. During a divorce, completing these disclosures accurately is an important part of preparing a home for sale.

Why It Matters During Divorce

Even during a divorce, sellers have a legal responsibility to disclose known material facts about the property. If both spouses own the home, they both may be required to participate in completing the disclosures. Providing complete and accurate information helps buyers make informed decisions and can reduce the risk of disputes after the sale.

What You Should Know

Seller's disclosures are based on what the owners know about the property. They are not intended to guarantee the condition of the home, but they do require honesty and completeness. If you're unsure how to answer a question, discuss it with your real estate professional before completing the forms.

Dr. Deena's Tip: Don't think of disclosures as paperwork to "get through." They're an opportunity to provide buyers with important information and help build trust throughout the transaction. Taking the time to complete them carefully can help prevent misunderstandings later.

Earnest Money Deposit



An earnest money deposit is money a buyer submits with an offer to demonstrate their good faith and commitment to purchasing a home. During a divorce, this deposit becomes part of the purchase process once an offer is accepted.

Why It Matters During Divorce

The earnest money deposit shows that a buyer is serious about completing the purchase. If the transaction proceeds to closing, the deposit is generally applied toward the buyer's purchase. If the sale is cancelled, the disposition of the deposit depends on the terms of the purchase agreement.

What You Should Know

The earnest money deposit is typically held by a neutral third party, such as an escrow company, until the transaction closes or is cancelled according to the contract.

Dr. Deena's Tip: A larger earnest money deposit doesn't always make an offer better, but it can demonstrate a buyer's commitment when combined with strong overall terms.

Escrow

Escrow is the neutral process that manages the money, documents, and legal steps required to complete the sale of a home. During a divorce, escrow helps ensure the transaction is completed according to the written instructions and that all required documents and funds are properly handled before the sale closes.

Why It Matters During Divorce

Selling a home during a divorce often involves additional documents, signatures, or court-ordered requirements. Escrow helps coordinate these requirements and ensures the transaction is completed according to the agreed-upon instructions before ownership is transferred.

What You Should Know

Escrow is a neutral third party. It does not represent the buyer, the seller, or either spouse. Its responsibility is to follow the written instructions, coordinate the closing process, and help ensure all conditions of the sale have been satisfied before the transaction is completed.

Dr. Deena's Tip: Many people think escrow "works for" one side or the other. It doesn't. Escrow's job is to remain neutral and help ensure the transaction is completed properly



Equity

Equity is the difference between your home's current value and the amount you still owe on your mortgage and any other loans secured by the property. During a divorce, equity is often one of the most valuable assets to be divided between spouses.

Why It Matters During Divorce

The amount of equity in your home may affect whether one spouse can buy out the other's interest or whether selling the home is the best financial option. Understanding how much equity you have helps both spouses make informed decisions about the property and the overall division of assets.

What You Should Know

Equity is not the same as the amount of money you'll receive when your home sells. Before the proceeds are distributed, the mortgage balance, closing costs, real estate commissions, and any other agreed-upon expenses must be paid. Your real estate professional can help estimate your expected net proceeds, while your family law attorney can advise you on how those proceeds may be divided as part of your divorce settlement.

Dr. Deena's Tip: Many homeowners overestimate how much equity they have because they focus only on the home's value. Before making financial decisions, ask for an estimate of your net proceeds so you have a clearer picture of what you may actually receive after the sale closes.

Fair Market Value

Fair market value is the price a knowledgeable and willing buyer would reasonably pay, and a knowledgeable and willing seller would reasonably accept, when neither is under pressure to buy or sell. During a divorce, fair market value is often used to help determine the value of the marital home for settlement purposes.

Why It Matters During Divorce

Establishing a home's fair market value is an important step when deciding whether to sell the property, negotiate a buyout, or divide marital assets. An accurate estimate of value helps both spouses make informed financial decisions and can reduce disagreements about what the home is worth.



What You Should Know

Fair market value is an estimate based on current market conditions—not an exact number or a guaranteed sales price. It may be supported by a Comparative Market Analysis (CMA), an appraisal, or both. The price a home ultimately sells for depends on many factors, including buyer demand, the home's condition, pricing strategy, and market conditions at the time of sale.

Dr. Deena's Tip: A home's value isn't based on what you hope it's worth or what you need it to be worth. It's based on what informed buyers are willing to pay in today's market. Understanding that difference can help you make realistic decisions and avoid unnecessary conflict.

Home Inspection

A home inspection is a professional evaluation of a property's visible condition performed by a qualified home inspector. During a divorce, the results of a home inspection may influence negotiations between the buyer and seller before the sale is completed.

Why It Matters During Divorce

An inspection may identify repairs, maintenance concerns, or safety issues that could affect the buyer's decision or lead to requests for repairs or credits before closing.

What You Should Know

A home inspection is different from an appraisal. An inspection evaluates the home's condition, while an appraisal estimates its value.

Dr. Deena's Tip: No home is perfect. The purpose of an inspection is to identify issues so buyers and sellers can make informed decisions—not to expect a flawless property.

Home Warranty

A home warranty is a service contract that may cover the repair or replacement of certain home systems and appliances for a specified period after the sale. Sellers sometimes offer a home warranty as part of the transaction to provide buyers with additional peace of mind.



Why It Matters During Divorce

Offering a home warranty may make a property more attractive to buyers and can help reduce concerns about unexpected repairs after closing.

What You Should Know

A home warranty is different from homeowner's insurance. It generally covers certain mechanical systems and appliances, subject to the terms and limitations of the warranty contract.

Dr. Deena's Tip: A home warranty isn't required, but in some situations it can provide buyers with additional confidence and help keep the transaction moving forward.

Listing Agreement

A listing agreement is a written contract between a homeowner and a real estate broker that authorizes the broker to market and sell the property. During a divorce, the listing agreement outlines the terms of the real estate services and helps establish each party's responsibilities throughout the sale process.

Why It Matters During Divorce

If both spouses own the home, both may need to agree to the terms of the listing agreement before the property is placed on the market. The agreement identifies the services the broker will provide, the listing price, the commission, and other important terms related to the sale.

What You Should Know

A listing agreement is more than permission to place a home on the market. It explains the relationship between the homeowners and the real estate broker, including each party's rights and responsibilities. Before signing, be sure you understand the terms of the agreement and ask questions about anything that isn't clear.

Dr. Deena's Tip: A listing agreement isn't just paperwork—it's the roadmap for your home sale. Taking time to understand it at the beginning can help prevent misunderstandings later in the transaction.

Loan Payoff (Mortgage Payoff)

A loan payoff, sometimes called a mortgage payoff, is the total amount required to pay off your home loan in full at the time of closing. In California, home loans are typically secured by a deed of trust rather than a mortgage, although many



people still use the term "mortgage payoff." During a divorce, knowing the loan payoff amount helps determine how much equity remains and how much money may be available after the home is sold.

Why It Matters During Divorce

The loan payoff is one of the largest expenses deducted from the sale proceeds at closing. Understanding this amount helps both spouses estimate their equity, evaluate a possible buyout, and better understand the financial impact of selling the home.

What You Should Know

The loan payoff is not always the same as your current loan balance. The payoff amount may include accrued interest, fees, or other charges owed through the date the loan is paid in full. Your lender will provide an official payoff demand before closing so the correct amount can be paid from the sale proceeds.

Dr. Deena's Tip: Many homeowners look at their monthly loan statement and assume that's the payoff amount. It isn't. Always use the lender's official payoff demand when estimating your net proceeds from the sale.

Marital Settlement Agreement (MSA)

A Marital Settlement Agreement (MSA) is a written agreement between spouses that outlines how property, debts, and other issues will be resolved as part of their divorce. The agreement often includes instructions regarding the family home.

Why It Matters During Divorce

The MSA may specify whether the home will be sold, whether one spouse will keep the property, how the proceeds will be divided, and any deadlines or conditions related to the sale.

What You Should Know

Once approved by the court, a Marital Settlement Agreement may become part of the final judgment of dissolution. Your real estate professional should understand any provisions affecting the sale of your home, but questions about the agreement should be directed to your family law attorney.



Dr. Deena's Tip: Before listing your home, make sure everyone involved understands the terms of your Marital Settlement Agreement so the transaction can proceed as smoothly as possible.

Purchase Agreement

A purchase agreement is the written contract that outlines the terms and conditions under which a buyer agrees to purchase a home and a seller agrees to sell it. During a divorce, the purchase agreement establishes the responsibilities of all parties throughout the transaction.

Why It Matters During Divorce

The purchase agreement identifies the purchase price, contingencies, closing date, and other important terms that affect the sale of the home and the proceeds available to the divorcing spouses.

What You Should Know

Once signed by all parties, the purchase agreement becomes a legally binding contract. Before accepting an offer, make sure you understand the terms and ask your real estate professional to explain anything that isn't clear.

Dr. Deena's Tip: The best offer isn't always the one with the highest price. Consider the entire contract, including contingencies, financing, timing, and the likelihood of a successful closing.

Quitclaim Deed

A quitclaim deed is a legal document used to transfer one person's ownership interest in real property to another without making any guarantees about the title. During a divorce, a quitclaim deed is sometimes used when one spouse transfers their ownership interest in the home to the other as part of the property settlement.

Why It Matters During Divorce

If one spouse is awarded the home in the divorce, a quitclaim deed may be used to transfer the other spouse's ownership interest. However, signing a quitclaim deed



transfers ownership—it does **not** remove a person's responsibility for an existing home loan.

What You Should Know

A quitclaim deed and a loan are two separate legal matters. Even after signing a quitclaim deed, a spouse may remain legally responsible for the home loan unless the loan is refinanced, paid off, or the lender formally releases that obligation. Before signing any deed, consult your family law attorney and, if appropriate, your lender to understand your rights and responsibilities.

Dr. Deena's Tip: One of the biggest misconceptions is that signing a quitclaim deed automatically removes you from the home loan. It doesn't. If your name remains on the loan, the lender can still hold you responsible for the debt unless other arrangements have been made.

Refinancing

Refinancing is the process of replacing an existing home loan with a new loan. During a divorce, refinancing is often used when one spouse keeps the home and removes the other spouse from the loan.

Why It Matters During Divorce

If one spouse plans to keep the home, refinancing may be necessary to qualify for the loan independently and relieve the other spouse of future loan responsibility.

What You Should Know

Qualifying for a refinance depends on factors such as income, credit, debt, and the home's value. Approval is not automatic, so it's important to speak with a qualified lender early in the divorce process if refinancing is being considered.

Dr. Deena's Tip: Being awarded the home in a divorce doesn't automatically mean you'll qualify to keep it. Before making long-term decisions, talk with a lender to understand your refinancing options.

Seller Credit

A seller credit is money the seller agrees to contribute toward the buyer's closing costs, repairs, or other agreed-upon expenses as part of the purchase agreement.



Why It Matters During Divorce

Seller credits may affect the amount of money the sellers receive at closing. Understanding how credits impact seller's net proceeds can help both spouses evaluate offers more accurately.

What You Should Know

An offer with a higher purchase price isn't always the best financial outcome if it includes significant seller credits. Always evaluate the entire offer—not just the purchase price.

Dr. Deena's Tip: Compare offers based on your estimated seller's net proceeds rather than the sales price alone.

Seller's Net Proceeds

Seller's net proceeds are the estimated amount of money the seller receives after the sale of a home is completed and all loans, closing costs, real estate commissions, and other agreed-upon expenses have been paid. During a divorce, seller's net proceeds are often divided between the spouses according to their settlement agreement or court order.

Why It Matters During Divorce

Understanding your estimated seller's net proceeds helps you evaluate the financial impact of selling your home. It provides a clearer picture of how much money may be available for division and can help both spouses make informed decisions throughout the sale process.

What You Should Know

The sales price of your home is not the amount you will receive at closing. Before funds are distributed, outstanding loans, real estate commissions, escrow and title fees, taxes, and other closing costs are deducted. Your real estate professional can prepare an estimated Seller's Net Proceeds Statement to help you understand what you may receive from the sale.

Dr. Deena's Tip: Don't judge an offer by the sales price alone. Two offers with the same purchase price can produce different seller's net proceeds depending on the buyer's requested credits, closing costs, and other terms of the agreement.



Separate Property

Separate property generally refers to assets or debts that belong to one spouse rather than both. In a divorce, determining whether a home or other asset is separate property can significantly affect how it is treated in the property settlement.

Why It Matters During Divorce

Not every home owned by a married couple is considered community property. For example, a home purchased before the marriage, inherited from a family member, or received as a gift may be considered separate property, although the classification can change depending on how the property was managed during the marriage. Determining whether a home is separate or community property is an important part of the divorce process.

What You Should Know

Separate property laws can be complex. A home that began as separate property may become partially community property if community funds were used to pay the mortgage, improve the property, or if ownership was changed during the marriage. Questions about property classification should always be discussed with your family law attorney.

Dr. Deena's Tip: Don't assume a home is separate property simply because one spouse owned it before the marriage. Over time, the way a property is financed, maintained, or titled can affect how it is treated during a divorce. Understanding those details before making decisions can help you avoid costly surprises.

Title

Title refers to the legal ownership of real property and the rights that come with owning it. During a divorce, determining who holds title to the home and how ownership may change is an important part of the property settlement.

Why It Matters During Divorce

The names shown on the title help establish legal ownership of the property. Depending on the circumstances, both spouses may need to sign documents related to the sale, transfer, or refinancing of the home. However, title alone does not necessarily determine whether a property is community property or separate property.



What You Should Know

Title and a home loan are two different things. A person may be on the title but not on the loan, or on the loan but not on the title. Understanding both ownership and loan responsibility is important before making decisions about your home during a divorce.

Dr. Deena's Tip: Many people assume that being removed from the title also removes them from the loan—or vice versa. These are separate legal issues, so it's important to understand the difference before signing any documents.

Title Insurance

Title insurance protects property owners and lenders against certain financial losses resulting from defects in the title that existed before the property was purchased or transferred. During the sale of a home, title insurance helps provide confidence that ownership can be transferred with a clear title.

Why It Matters During Divorce

When a home is sold during a divorce, the buyer expects to receive clear ownership of the property. A title company researches the property's ownership history and issues title insurance to help protect against certain claims, liens, or other title issues that may have existed before the sale.

What You Should Know

Title insurance is different from other types of insurance because it protects against problems that existed before the policy was issued rather than future events. Buyers typically receive an owner's title insurance policy, while lenders usually require a separate lender's policy when financing is involved.

Dr. Deena's Tip: Most home sales include title insurance, but many homeowners don't realize what it does. Its purpose is to help protect ownership rights and provide peace of mind that title issues have been properly addressed before closing.

Trust

A trust is a legal arrangement in which property is held by one party for the benefit of another according to the terms of a written trust agreement. A home may be owned by a trust rather than by an individual, which can affect how the property is sold or transferred during a divorce.



Why It Matters During Divorce

If a home is owned by a trust, additional documents or approvals may be required before it can be sold or transferred. The terms of the trust and the type of trust involved may affect how the property is handled during the divorce process.

What You Should Know

Not all trusts are the same, and the rules governing a trust depend on the trust document and applicable law. If your home is held in a trust, consult your family law attorney and the attorney who prepared the trust, if appropriate, before making decisions regarding the property.

Dr. Deena's Tip: If your home is owned by a trust, don't assume the sale process will be the same as selling a home owned by an individual. Understanding the trust documents early can help avoid delays

One Final Thought from Dr. Deena

I hope this guide has helped make some of the unfamiliar language surrounding real estate and divorce a little easier to understand. My goal is to provide clear, practical information that helps you ask informed questions, understand your options, and make confident decisions.

If you're preparing to sell a home during a divorce and would like experienced guidance tailored to your situation, I'd be honored to help.

No matter where you are in the process, you don't have to figure it out alone. My goal is to help you understand your options, make informed decisions, and move through the sale of your home with confidence, one step at a time.

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