

The title search sets the tone for everything that follows in a home purchase. If it is thorough, your closing is usually predictable. If it misses something, you can inherit someone else's bill, boundary fight, or even a second buyer who appears out of nowhere with a recorded claim. I have sat at settlement tables where a \$400 HOA lien almost derailed a move, and I have watched recordings take an extra week because a payoff letter spelled a last name wrong. None of that is dramatic in isolation, but the timing is brutal when your movers are booked and the rate lock expires on Friday.

The good news, especially for first time homebuyers, is that most title defects are known problems with known cures. You need a diligent residential title search, a calm set of eyes reading the documents, and the discipline to clear issues early, long before the cashier's checks arrive. Whether you are working with residential closing services through a title company or your real estate attorney, the goal is the same: surface every risk, fix what you can, and insure what you cannot.

Why title searches miss things

A title search pulls the public record footprint of a property and the people connected to it. That includes deeds, mortgages, releases, liens, court judgments, HOA declarations, easements, and sometimes divorce or probate filings. The searcher looks in grantor and grantee indexes, tract indexes where available, and sometimes separate municipal or federal databases for tax obligations or UCC filings tied to manufactured homes.

Errors slip in for a handful of reasons. County records are only as good as the indexing, and older deeds can be misindexed by clerks. Common names create false positives and false negatives. Releases get recorded under different legal descriptions, especially after splits or lot line adjustments. Private liens, like HOA assessments, may sit in a different system than the deed records. And on the human side, rushed timelines lead to shallow reviews. The push to get the package to the lender by a disclosure deadline can tempt someone to skip one more phone call to a HOA manager or a county utility department.

The fix is procedural. Work with closing title services that have a layered review process. Insist on a complete chain of title through at least two conveyances, preferably further. Ask that the search include municipal lien searches where relevant. For condos or properties in planned communities, confirm that the HOA estoppel or resale certificate is ordered early, not two days before closing.

The greatest hits of curable defects

Every market has its patterns. In my files, the repeat offenders fall into a handful of buckets: unreleased mortgages or deeds of trust, unpaid taxes or utility balances, judgment liens that attach to the seller, boundary and legal description errors, probate gaps, and unrecorded or stale easements. Each has a standard cure, but the timing can vary.

Unreleased mortgages and deeds of trust

You will see this often on older homes or after a refinance. A seller paid off the loan years ago, but the release was never recorded. Sometimes the lender merged, sold its portfolio, or exited the market. The payoff happened, the lien stayed.

The cure is to obtain a release from the current successor of record. Start by tracing the lender's chain, which can include FDIC receiverships, mergers, or assignments. For large institutions, a lien release department can issue a lost release affidavit with proof of payoff, such as a HUD-1 from a prior closing or a payoff letter and wire confirmation. For private lenders, you may need a notarized satisfaction instrument from the original lienholder or their estate if they have passed away.

Do not close without a recordable release or a title company's escrow holdback tied to recording a release. An owner's title policy can insure over this if the underwriter is comfortable, but many will require you to actively pursue the release and will carve out exceptions if the facts are thin. If you plan to buy title insurance home policies alongside your loan policy, insist on clear language that the unreleased lien is covered if it resurfaces.

Unpaid property taxes and municipal utility charges

Tax liens prime the mortgage. In many jurisdictions they attach automatically and do not require separate recording. Municipal utilities, stormwater fees, and special assessments can function similarly. A clean deed record does not mean a clean tax account.

Order a tax certificate and a municipal lien search as early as the contract allows. In Florida, for example, a municipal lien search is routine, and it can take a week or more depending on the city. In the Northeast, water and sewer balances are often handled by separate departments. Ask your residential closing services provider for a written breakdown of which agencies must be cleared in your area. Payoffs should be requested in writing with a closing date to account for per diem interest or usage. If closing slides by a day, request updated payoffs before funding.

Judgment liens against the seller

Personal judgments, child support arrears, and state or federal tax liens can attach to a seller's real property interest. The challenge is name commonality. A search may flag five different John Smith judgments, and only one belongs to your seller. Closing can bog down while people sort out identity.

The cure is to verify with identifiers, not assumptions. Request a seller information sheet at the start with full legal name, prior names, partial Social Security number, and prior addresses for at least ten years. When the search reveals a matching name, compare the addresses and SSN digits. When in doubt, get a letter of non-identity signed by the seller and notarized. For judgments that actually belong to the seller, obtain a payoff and release, pay them from proceeds, and collect any additional documents the court requires for satisfaction. If the judgment arises from a business entity tied to the seller, confirm whether it attaches to personal property or real property.

Federal tax liens deserve special attention. They survive many transfers and frequently trigger lender concern. The IRS will issue a payoff with per diem interest, and it will release the lien upon receipt of funds. Build in at least five business days for that confirmation to cycle back through.

Boundary and legal description mistakes

The legal description drives what you are buying. On platted lots, it is usually straightforward. On metes and bounds parcels, it is easy to miss a call, reverse a direction, or carry forward a scrivener's error. I have seen a property lose a five-foot strip on the north side because a previous deed omitted a call after a surveyor updated bearings without updating distances.

Always order a current survey if your state and lender allow it, and pair it with a survey endorsement to your owner's title policy. Review the survey against the record legal description. If there is a mismatch, correct it with a corrective deed or a boundary line agreement, depending on where the mistake occurred. If fences or driveways encroach by small amounts, title underwriters may accept an encroachment agreement or a minor exception, but ask how that exception will affect future marketability. A small encroachment that seems harmless today can stymie a later buyer's lender.

Probate gaps and missing heirs

If the record owner has died, you need to confirm that the person signing has authority to convey. Property can pass by deed, by probate, by a recorded affidavit of heirship, or by a trust instrument. The error I see most is a deed from an heir who never completed probate for a homestead property.

The cure depends on state law. In some places, a small estate affidavit or an affidavit of heirship can be recorded and accepted by title underwriters if there is no contest and the decedent died years ago. In others, formal probate with letters of administration is mandatory. If a seller's power of attorney is being used, verify its durability language and confirm it was executed before the principal lost capacity. Title companies scrutinize late-stage POAs in sale transactions, and lenders often reject them if they are too fresh or too broad.

If you are the buyer and this appears late in the game, ask your closing title services team whether a targeted probate proceeding can be fast-tracked. Some courts allow a limited purpose order to sell real property while the rest of the estate proceeds later.

HOA and condo snafus

Condominiums and planned communities come with layers: master associations, sub-associations, and third-party management. Estoppel letters or resale certificates list unpaid assessments, violations, and transfer fees. Delays happen when the right entity does not get the request.

Order association documents early and confirm which entity issues the payoff. If there is a violation, ask for the cure in writing. Fence heights and mailbox types sound petty until the association refuses to issue a waiver and the buyer's

lender hesitates to fund. For first time homebuyer title reviews, I encourage clients to read the use restrictions, not just the fee schedule. Pet rules, rental caps, and parking limitations can be deal-breakers after the fact.

Unrecorded or stale easements

Driveways, shared wells, utility runs, and encroachments often rely on easements. Some exist by implication or prescription and never made it into the record. Others were granted decades ago without clear location. Your surveyor's notes are gold here.

If an easement is necessary for access or utilities, nail it down. Record a new easement agreement with a sketch and legal description tied to the survey. If an old blanket easement clouds the title, request a partial release or a location notice from the utility. Title companies can sometimes insure over vague easements with an endorsement if evidence shows they do not affect the dwelling area. The risk calculus is different for vacant land than for a built home, so discuss it in detail with the underwriter.

How to pressure-test a title commitment

A title commitment shows you what the title company is willing to insure and what exceptions they will not. Most buyers scan page one for their name and purchase price, then flip to the premium. The meat lives in Schedule B. That is where easements, covenants, mineral reservations, and unrecorded municipal obligations surface.

Ask three questions as you read:

First, are any exceptions generic that should be specific? Many commitments start with "easements of record," which invites missed risks. Ask your closer to list each easement by book and page and to include a copy in the package.

Second, do any exceptions materially affect use? A pipeline easement that crosses your backyard may prevent a pool. A right of first refusal in a condo can delay your lease to a tenant. If something [real estate closing counsel Clifton Park](#) matters to your plans, do not assume it is harmless because it is common.

Third, can any exceptions be deleted with an endorsement or additional work? Survey exceptions can often be narrowed if you provide a recent survey. Mechanics lien coverage can be added with an affidavit and indemnity when no construction has occurred. Lender's policies get endorsements routinely, but you should ask for parallel protections on your owner's title policy when appropriate.

When to lean on title insurance

Title insurance is not a magic eraser, but it is the best financial backstop in real estate. On a home purchase, you will usually see two policies: a lender's policy, which protects the bank's security interest, and an owner's title policy, which protects your equity. Many buyers assume the lender's coverage trickles down to them. It does not. If you plan to buy title insurance home coverage, do it at closing when the combined premium is most economical.

Use insurance strategically. If a 40-year-old easement is vague but demonstrably outside the home footprint, an endorsement that insures against loss from its exercise might be smarter than trying to force a utility to re-describe it. If a dissolved HOA recorded covenants and no longer exists to issue estoppels or releases, the underwriter may agree to insure subject to those covenants with a stated understanding of market practice in the community. Where a missing release is unavoidable before closing and the seller's lender is defunct, an escrow holdback paired with affirmative coverage can keep your timeline intact while preserving recourse if the lien later resurfaces.

Be precise about claims. Home purchase title insurance responds to covered risks that existed as of the policy date. It does not cover post-closing events like your contractor filing a lien for unpaid work. It does not fix zoning or land use disputes unless a zoning endorsement was added. If coverage matters to you, ask for the endorsements in writing and read their conditions. Endorsements often require a current survey or affidavits and can vary by state.

Speed without sloppiness

Most delays I see are the result of waiting to order something that everyone knew would be needed. Municipal lien searches, association estoppels, payoffs from out-of-state lenders that still use fax lines, probate file pulls when the decedent died three owners back, these all burn calendar days.

Here is a short sequence that keeps file momentum without cutting corners:

- The day the contract is executed, order the residential title search, tax and utility certificates, and association estoppels. If the seller is an estate or trust, request those documents immediately for review.
- Within three business days, send the seller information sheet and identity verification requests. Cross-check judgment hits early so you can seek releases or non-identity letters while the appraisal and inspection occur.
- As soon as the survey is staked, review it against the commitment. If a correction deed or encroachment agreement is required, draft it then, not a day before closing.
- Ten days before target closing, refresh all payoffs to account for per diem changes and request final confirmations from taxing authorities and associations. Do not rely on month-old balances.
- Three days before closing, confirm recording requirements with the county, including transfer tax calculations, margins, or wet signature rules that could affect courier timing.

These steps are not glamorous, but they prevent most last-minute scrambles. For first time homebuyer title experiences, this cadence also builds confidence. You see visible progress rather than a pile of documents arriving at once.

The quiet traps in legal descriptions

A legal description that looks familiar can still hide problems. Watch for parent parcel references after lot splits, outdated subdivision names after re-plats, and calls that omit a tie line to a monument. Condos come with unit and parking space designations that must match the declaration. Carriage homes sometimes have limited common elements assigned by schedule, not by square footage, and a mismatch there will cause downstream headaches with lenders and insurers.

When you spot a mismatch, think in terms of documents and instruments that cleanly fix the record:

A corrective deed is appropriate when the last deed contained a drafting error, and the grantor is still available to sign. If the error dates back multiple owners, a boundary line agreement between current neighbors with survey exhibits may be wiser. For condominium parking or storage units mislabeled over time, an assignment under the declaration, recorded and acknowledged by the association if required, can reattach the correct limited common element to the unit.

If the fix cannot happen before your closing date, discuss specific title insurance endorsements with your underwriter. Some carriers will provide affirmative coverage for certain description defects if you escrow funds and obtain affidavits. Others will not. These are judgment calls informed by local custom and the underwriter's risk appetite.

Reading covenants with a buyer's eye

Restrictive covenants and declarations are more than boilerplate. They can ban short term rentals, restrict home businesses, regulate exterior paint shades, or assign maintenance obligations for shared roofs and walls. I once watched a new owner in a townhome community learn that she owed a share of a retaining wall replacement because the wall stood on a limited common element, not a common area. The deed alone would never have told her that.

When your residential property title commitment lists covenants, request the full declaration and amendments. Read the sections on use restrictions, leasing, maintenance, and enforcement. If the community requires a right of first refusal or board approval, build that into your timeline and your financing contingencies. If pet limits matter to your family, get a written confirmation from the association that the current rules allow your breed and size. Lenders sometimes ask for letters from associations, and a proactive request can answer both needs at once.

Cash deals need discipline too

Cash buyers sometimes skip steps because no lender is pushing for them. The risk is the same, the recourse is thinner if you also skip home purchase title insurance. Run the full search. Order the survey. Buy an owner's title policy. A cash buyer who later discovers a boundary encroachment has the same negotiation leverage as a financed buyer, but without the lender's insistence on cures, sellers are less motivated to fix issues quickly unless the contract requires it.

If you are paying cash and closing quickly, communicate that speed to your title team. Ask what can realistically be cleared in five business days and what needs two weeks. Offer to pay rush fees for municipal searches or association estoppels if the timeline demands it, and make sure the contract obligates the seller to cooperate with corrective instruments even after closing if something is missed. A narrowly drafted post closing agreement can be the safety net that gets you the last signature a week later.

How residential closing services coordinate the moving parts

Title work touches lenders, agents, surveyors, attorneys, associations, municipalities, and sellers. A good closer choreographs that choreography. They will track expirations on payoffs and estoppels, anticipate recording office quirks, and get signatures on correction documents before the out-of-state seller leaves town. Ask your provider how they handle quality control. Do they use a second reviewer for commitments? Do they reconcile names with judgment hits using a standardized method? Do they maintain a lender payoff contact library with current departments and phone numbers?

Professionalism shows in small touches. Wire instructions are delivered securely and verified by phone, not just emailed. The closing package includes recorded document copies and the final title policies without repeated follow ups. If an owner's title policy endorsement was promised at the table, it arrives with the final policy rather than languishing on a to-do list.

A realistic view of timing, cost, and trade-offs

Not every fix fits every schedule. A clean-up deed from an out-of-state heir who is traveling might take two weeks even with a mobile notary. A surveyor with a holiday backlog may not deliver in four days. A county that still requires wet ink originals will not accept an e-record the afternoon before closing. Build slack into your plan. Rate locks can usually be extended for a fee. Movers can shift by a day less painfully than a botched closing that pushes you into temporary housing.

Costs also deserve clarity. A municipal lien search can run from \$75 to \$300 depending on the jurisdiction. Surveys on typical residential lots fall in the \$450 to \$1,200 range, more for acreage or complex metes and bounds. Association estoppels often carry statutory caps, but rush fees can add \$100 to \$200. Title premiums are set by state rule in many places, and combining the lender's policy with the owner's title policy usually reduces total cost compared to buying separately. If you are comparing providers, look at the all-in number, not just the line called closing fee.

The trade-offs are not abstract. If you accept a title exception for a utility easement to close on time, make sure you understand its location and effect. If you choose to escrow funds rather than wait for a release, document with the

underwriter what happens if the release never comes. The safest path blends diligence with pragmatism.

A brief checklist that catches most problems

- Confirm seller identity details early and reconcile any name variations against judgment hits with affidavits or non-identity letters.
- Order tax, utility, and HOA/condo estoppels the day the contract is signed, and calendar their expiration dates for refreshes.
- Compare the survey to the legal description and commitment, and secure corrective instruments or endorsements before the closing package goes out.
- Trace unreleased liens to current successors and secure recordable releases or structured escrow holdbacks approved by the title underwriter.
- Read Schedule B exceptions with your planned use in mind, and request specific endorsements on both lender and owner policies where appropriate.

What first time buyers should ask

The first home is where the learning curve feels steep. A few targeted questions bring clarity fast. Ask your closer to explain the top three exceptions on your commitment in plain language, with a sentence about how each affects you. Ask whether your owner's policy has survey coverage and which endorsements are included. If the property sits in an association, ask whether there are current violations or upcoming special assessments. If a title defect required an escrow holdback, ask who controls the funds, what must be delivered for release, and what happens if the condition is not met in time.

Remember that you are allowed to choose your title company in many markets, even when a seller recommends one. Pick a team that answers questions without jargon and is transparent about timing. The discipline they bring to the residential title search will echo in every document they handle.

The endgame: clean title, no surprises

A smooth closing is not luck. It is the result of methodical work that starts the day you open the file. Fix what can be fixed with documents, cure what can be cured with money, and insure what cannot be eliminated. Keep the layers moving together: lender, surveyor, association, municipality. If you do that, you can step into the closing room with confidence that the deed you receive matches the land you walked, that no hidden lien will appear six months later, and that your owner's title policy stands ready if something truly unexpected surfaces.



That confidence is worth more than a stress-free afternoon. It is the foundation of your new home's marketability and your ability to resell or refinance without drama. Whether you are a first time buyer with a small condo or purchasing a single family home with a detached garage and a quirky shared driveway, the principles are the same. Respect the details, ask for clarity, and lean on professionals who do this work every day. The land remembers what gets recorded. Make sure it remembers that you own it, free and clear.

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