Ten Questions to Ask Any Buyer

— including us

Probate filings are public records, so companies can find new cases and mail every new personal representative. That's why the letters arrive. Most are safe to ignore; some are from legitimate buyers; a few are from operators to avoid. **Any legitimate buyer can answer all ten of these without flinching.** Take notes, keep the page, and compare what different buyers say.

BUYER / COMPANY	PERSON I SPOKE WITH	DATE

1 Who are you, exactly?

Legal company name, street address, and the actual human I'm dealing with.

2 What's your track record — and can you document it?

3 Will you close this purchase yourself, or might you assign the contract?

If assignment is possible, where does the contract say so?

4 How much earnest money, and who holds it?

A neutral escrow — title company or attorney — not the buyer's own pocket.

5 What are the inspection period and cancellation terms — for both of us?

6 Who pays which closing costs?

Itemized, in writing.

7 **What's the closing date — and what happens if you don't close?**

In writing.

8 **Will you put a no-pressure decision period in writing?**

"Take two weeks" — in the contract, not in conversation.

9 **Which Florida title company or attorney do you close with?**

Then you can verify the buyer is real with one phone call.

10 **Are you comfortable with my attorney reviewing everything before I sign?**

The only acceptable answer is an unhesitating yes.

Warning signs

WHAT CONSUMER AUTHORITIES ACTUALLY FLAG

- **Pressure to sign quickly** — same-day signatures, "this offer expires tonight," discouraging you from sleeping on it.
- **Discouraging professional advice** — any version of "no need to involve lawyers." In probate, a lawyer is usually required.
- **No verifiable identity** — no street address, no real name attached, phone-number-only marketing.
- **Upfront fees of any kind.** Legitimate buyers don't charge sellers to receive an offer.
- **Token earnest money** — a $10 or $100 deposit framed as commitment. Real commitment is money the buyer can actually lose, held in a real escrow.
- **One-way contracts** — long inspection periods where the buyer can exit freely while you're locked in.
- **Refusing to put "no obligation" or a decision period in writing.**
- **Recording anything against your title before closing** — a documented predatory tactic. Any buyer who suggests it: full stop, call your attorney.

TWO THINGS TO SETTLE BEFORE YOU SIGN WITH ANYONE

Get a third-party opinion of value first — an appraisal or an agent's market analysis — before you believe any buyer's framing, ours included. For a clean, insurable, easily shown home, listing with an agent usually nets more. And **if the home was the deceased person's primary residence, Florida's homestead rules may decide who can sell it at all** — possibly the heirs rather than the personal representative. Answer that with your probate attorney before signing anything with any buyer (Chapter 5).

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