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### **How Does Attorney Review Work?**

In New Jersey, when a buyer is represented by a real estate agent, the real estate agent takes a preprinted contract form and completes it with the names of the buyers, the sellers, the property address, the purchase price offered, the closing date and what items of personal property are included or excluded. The buyer signs the contract and it is presented to the seller as an offer. The seller can sign the contract as presented or counter-offer. If there will be a deal, eventually, the seller signs the contract. This starts the Attorney Review process.

The pre-printed form contract contains a clause that permits the buyers and sellers to have their lawyers review the contract after it has been signed and either approve it, as drafted, or disapprove it. Either attorney can start Attorney Review by sending a letter to the other lawyer but it must be started within three (3) days of the contract being executed by the seller.

The standard Attorney Review letter disapproves of the contract and then states that the lawyer will approve the contract if certain changes are made. The rest of the letter details the language of the changes. I have never been involved in a transaction where both lawyers approve of the contract, as drafted. Both the sellers' and the buyers' lawyer have language they want made part of the contract to protect their own clients. This is also the time when either side can change any term of the contract. I've changed the closing date, the mortgage contingency clause timeframe, and excluded chandeliers or carpet runners from being included in the sale, where my clients requested the changes. Once the first Attorney Review letter is delivered to the other side, there are no time limits on how long Attorney Review can last. I've had Attorney Review conclude in one (1) day and take as long as two (2) weeks.

Once the first Attorney Review letter goes out, there is technically no contract in effect and either party is free to walk away from the deal. There have been times where I've seen the buyers' and sellers' lawyers cannot agree on the changes to the Contract and one side or the other pulled out. This is allowed and unavoidable. I've also sent Attorney Review letters where I disapprove of the contract and declared it null and void without language changes. This happens when one party or the other changes their mind after signing the contract. It can happen when the seller gets a better offer or when the buyer experiences buyer's remorse. You never find out why the contract is declared null and void as there is never a reason given.

Once Attorney Review is concluded, the house is taken off the market and the buyers move on to satisfy the mortgage and home inspection clause while the sellers typically find a new place to live. This is the point at which both sides really feel that they have a deal.

Robin M. Gronsky, Esq. is the owner of Gronsky Law Office in Ridgewood, New Jersey. If you need a lawyer to represent you when you are buying or selling a house, contact Robin by telephone at: 201-251-8001 and by e-mail at: [RGronsky@Gronskylaw.com](mailto:RGronsky@Gronskylaw.com). For more information about the different services that Gronsky Law Office provides to mortgage companies, go to: <http://www.Mortgagelicensolutions.com>.