

BUXTON & COLLIE

ATTORNEYS AT LAW

ADVICE FROM THE CLOSING ATTORNEY

Views from the Cheap Seats: 8 Pointers Every South Carolina Agent Should Know



Buxton & Collie, LLC has been helping homeowners across South Carolina close on their dream homes for almost two decades. Throughout this time, our attorneys have encountered the same issues that come up again and again at the closing table — the ones that cause the most confusion, the most frustration, and, occasionally, the most heartburn for agents and their clients. However, it doesn't have to stay that way. Keep this sheet handy and refer back to it before your next contract, addendum, or closing to help lookout for small things that can become big issues later on.

1. Language Matters When Drafting Contracts and Amendments

On the residential side, we highly encourage drafting in straightforward, plain language. The goal is to write so that a third party reading it can understand exactly what the parties intended, without needing to call or ask for clarifications.

Always remember, a vague addendum is a liability. If a trusted agent must call and ask how to interpret language they wrote, that's a sign the language was ambiguous from the start.

Weak: *"Seller shall give a credit to Buyer for \$2,000.00." — This doesn't specify why there is a credit, or what it even covers.*

Stronger: *"Seller shall give a closing cost credit, which shall include all items allowed as transaction costs pursuant to Section 6A of the contract, to Buyer in an amount of \$2,000.00 in lieu of Seller having to perform any repairs, and for purposes of clarity, Seller shall not be obligated to make or perform any repairs listed on Buyer's repair request form."*

KEY TAKEAWAY

If a stranger to the deal couldn't read your amendment and know exactly what happens next, rewrite it. Say what the money is for and say what it replaces.

2. “Your Client Has to Want It as Bad as You Do”

The larger the deal, the more tempting it is for an agent to override their own instincts when something feels off. You never have to be offensive, but you do sometimes have to be firm and direct with a client.

Watch out for the client who wants every safeguard waived because it's “inconvenient”: no ability to complete paperwork, no availability for closing, and no interest in the details, just “knock it out for us.” That's exactly when an agent's judgment matters most.

KEY TAKEAWAY

Convenience is not a substitute for protection. If your client isn't willing to engage with and be a part of the process, that's a conversation worth having with them before problems start, not after.

3. If There's a Default, Is Earnest Money the Only Recourse?

Not necessarily. The default language in the standard contract is mutual, and in residential closings the available remedies are not as clear-cut as many agents may assume.

This differs from commercial real estate, where the default remedy is typically a defined contractual remedy and is much clearer on its face. In residential deals, don't assume the earnest money is automatically the seller's only — or guaranteed — recourse.

KEY TAKEAWAY

Don't promise a client a specific default outcome. Default remedies in residential contracts are mutual and fact-specific — loop in the closing attorney early if a deal looks headed that way.

4. Section 6 (Transfer Fees) Is the #1 Source of Agent-Client Conflict

In eighteen years of practice, no single provision has caused more conflict between agents and their clients than Section 6, which governs transfer fees and closing cost allocation.

When a client is blindsided by a sizeable charge — for example, a \$4,000 capital contribution to an HOA — there is often nothing the closing attorney can do at that point to soften the blow. The contract has already assigned that cost under Section 6.

KEY TAKEAWAY

Walk every client through Section 6 in plain terms before they sign, including HOA transfer or capital contribution fees. This is the single most preventable source of angry phone calls. If this is discussed on a call, make sure that you follow up the call with an email to memorialize what was discussed. If it's not in an email, it might as well not have happened.

5. Power of Attorney for Buyers Is a Lender Decision

Whether a Power of Attorney (POA) is allowed for a buyer, and who is permitted to sign under one, is ultimately determined by the buyer's lender — and requirements vary widely from lender to lender.

- You can ask the closing attorney for guidance, but also encourage the client to confirm directly with their lender.
- A “mail away” closing is sometimes an option, but it comes with its own pitfalls — ask your closing attorney to walk through the specifics before relying on one.
- For cash closings, remote closing with electronic signatures only is an available option.

KEY TAKEAWAY

Don't promise a client a POA will work until the lender has confirmed it. For cash deals without a lender in the mix, a fully remote e-signature closing is usually the simplest path.

6. Getting Ahead of Closing Delays

Be sure to watch out for these three recurring sources of last-minute delays to keep your closings on time:

- Liens and probate issues on the title;
- Certificates of tax compliance that haven't been requested or obtained in time;
- Confusion over why a non-borrowing spouse must appear at closing (the answer: anyone on title must sign the mortgage to consent to the lien on the property, even if they aren't a borrower).

KEY TAKEAWAY

Flag title, probate, and tax-compliance issues as early in the transaction as possible — these are the delays that are almost always avoidable with advance notice.

7. Steer Clients Toward Lenders Experienced in South Carolina

Whenever possible, direct your clients to lenders with substantial experience closing loans in South Carolina. When a lender has little or no South Carolina experience, the odds of a smooth closing drop significantly.

KEY TAKEAWAY

An unfamiliar lender is one of the biggest predictors of a rocky closing. Recommend — don't just accept — a lender who already knows how South Carolina closings work.

8. Friday Closings: Proceed with Caution

Friday closings — especially afternoon closings — may seem like a good way to end the week, but they carry real risk when a buyer already has a moving van scheduled. The main concern is that funding approval can slip past the bank's wire cutoff time, leaving the buyer unable to close as planned and waiting until Monday.

While some sellers are willing to let the buyer move in anyway while funding finalizes, others are not. Recently, deals have seen sellers push back hard on this exact scenario leaving buyers in a very difficult position.

KEY TAKEAWAY

Never assume a Friday closing will fund on time. Build in a cushion, set expectations with your client before moving day is booked, and confirm the seller's position on early occupancy in advance.

QUICK-REFERENCE CHECKLIST

- Draft contract language that is clear and easy to understand.
- Be willing to be firm and direct — your client's urgency isn't your obligation to absorb risk.
- Don't assume earnest money is the only remedy on a residential default by a buyer.
- Walk clients through Section 6 transfer-fee exposure before they sign. Confirm the conversation in an email.
- Confirm POA eligibility with the lender directly — don't guess.
- Get ahead of liens, probate, and tax-compliance issues early.
- Recommend lenders with real South Carolina closing experience.
- Treat Friday closings with extra caution and set expectations up front.