



FOR DIVORCE PROFESSIONALS · ATTORNEYS · CDFAS · PLANNERS

The mortgage side of divorce

You handle the settlement. I make sure the housing piece actually works, before anyone signs something permanent.



I'm a **divorce lending specialist (CDLP®)** in Rochester, and this is nearly all I do. Your client's settlement decides who keeps the house, who buys the other out, and who has to qualify for a mortgage alone. Those are mortgage questions living inside a legal document, and by the time a lender sees them, the language is usually already signed.

Where the mortgage side quietly breaks a settlement

- **Support that does not count as income.** Alimony or child support generally needs a documented receipt history and enough continuance remaining after closing. A settlement can be generous and still leave your client unable to qualify.
- **The marital mortgage stuck in the DTI.** Without the right language, the departing spouse looks like they carry two mortgages and cannot buy. A court-ordered assignment of debt can exclude it.
- **A buyout priced as a cash-out.** A documented equity buyout can often be financed as a rate-and-term refinance, at a better rate and with more equity within reach. The decree language decides which one your client gets.
- **Timing.** Pre-decree versus post-decree changes how income, support, and marital property are treated on an application.

When to call me

You do not need a loan in progress, or any intention of using me as the lender. These are simply the moments when a short conversation saves your client real money or a real headache:

Call early

- **Before the decree language is final.** This is the whole ballgame.
- Your client says **"I want to keep the house."**
- A **buyout figure** is being discussed.
- **Support terms** are being negotiated (they are income, or they are debt).

Also worth a call

- One spouse needs to **buy before the divorce is final.**
- You are not sure your client **can qualify at all.**
- There is a **second mortgage or HELOC** on the marital home.
- A **refinance deadline** is being written into the agreement.

How this works

If you have a client where the housing decision matters, I will look at it with you before anything gets signed. No charge, no obligation, and I do not need to be the lender. If I am the right fit later, great. If not, your client still gets an answer they can rely on, and you still look like the professional who thought of it.

Short story: most of what goes wrong on the mortgage side of a divorce is decided months earlier, in language nobody flagged at the time. Getting a second set of eyes on it costs nothing and takes one conversation. I would rather be useful early than be the person explaining later why it cannot be fixed.