

Closing on property in New York has a rhythm of its own. Buyers and sellers learn quickly that price is only the headline. The fine print lives in closing costs, and in this state the fine print is dense. Title insurance, transfer taxes, condo or co-op fees, mansion tax thresholds, and attorney fees often shift the final numbers by tens of thousands of dollars. The math varies by county, by property type, and sometimes by one line in a contract rider. I have watched buyers sweat a \$500 inspection issue while ignoring a \$12,000 state transfer tax quietly sitting on page four of the closing statement. Discipline with the details is how you keep the deal on track.

What follows is a practical walk through the big-ticket items, the traps that catch first-time buyers and seasoned investors alike, and the decisions you can control if you plan early. This is grounded in what actually happens at closing tables from Albany to Saratoga County to New York City, with notes on the frictions you are likely to face.

What “closing costs” really captures

“Closing costs” is a catchall. In New York, the bucket usually includes lender charges, title insurance, title searches and municipal reports, transfer taxes, mansion tax if applicable, attorney fees, recording costs, condo or co-op charges, and sundry items like survey updates or payoff fees. On a standard single-family purchase outside the city, buyers commonly see 3 to 5 percent of the purchase price in total closing costs if they have a mortgage, and a little less if they pay cash. In New York City, the range can climb to 6 to 8 percent for buyers once mansion tax and higher title premiums kick in. Sellers in the city often pay 1.825 percent for city and state transfer taxes on most transactions, and a bit more on high-dollar deals. Upstate, where there is no city tax, the seller’s transfer tax bite narrows but does not vanish.

No two closings are identical. A town in Saratoga County may require a septic pump-out and dye test, which shifts timing and cost. A co-op board in Manhattan might charge a move-in fee, move-out fee, and a working capital contribution that together rival a small vacation. A lender could require flood insurance in a zone the seller swears never floods. A residential real estate attorney in Albany or a commercial real estate lawyer in Saratoga County will spot these patterns early because they see them repeatedly in their jurisdictions.

Title insurance in New York: what it covers and what it costs

Most buyers only think of title insurance as another line item. It is more than that. New York’s title policies protect the buyer and lender against defects in ownership that are not otherwise discoverable: old liens that were never discharged, boundary disputes that surface when a neighbor replaces a fence, a prior mortgage that resurfaces from a merger or a name change, an estate proceeding that missed a necessary heir. I have resolved deals where a 30-year-old sewer easement was never recorded properly and would have blocked a planned addition. Title stepped in to cure it.

Premiums in New York are regulated, so you will not see large price swings between agencies for the same coverage. The premium is tied to the purchase price and mortgage amount. As a rough feel: a \$500,000 purchase with a \$400,000 mortgage might see title insurance and related title charges in the range of \$3,000 to \$4,500. That includes the owner’s policy, the lender’s policy, search fees, and common endorsements. On higher prices, the premium scales in tiers. Buyers of new development condos or commercial properties with unique endorsements can pay meaningfully more.

The more variable part is the back-end of “title charges.” That includes the title search package, municipal searches, Patriot searches, bankruptcy searches, and tax certificate charges. In the Capital Region, those combined items might run \$600 to \$1,200. In New York City, where municipal searches are more complex, it can be higher. This is where a title search attorney in Clifton Park or a real estate transaction lawyer who regularly orders municipal reports can forecast timing and cost. A search for open building permits in a town with an older housing stock often returns a surprise, such as a missing certificate for a deck built by a prior owner. If you identify it early, the seller can work with the municipality to close the permit before you schedule a closing.

One subtlety: when refinancing, buyers often qualify for a reduced “reissue” or “substitution” rate on title, but that does not apply to purchase transactions. Also, in some downstate new construction deals, developers seek to shift the seller’s usual responsibility for transfer taxes or certain title charges to the buyer in the purchase agreement. That is a pure contract point. A firm, informed real estate contract review stops that creep.

Transfer taxes: state, city, and targeted surcharges

New York State imposes a transfer tax of \$2 for every \$500 of consideration, which is 0.4 percent. In most traditional transactions outside New York City, the seller pays this tax. On a \$500,000 sale, that is \$2,000. If the buyer takes over a seller’s mortgage or gets a concession outside the purchase price, make sure the taxable consideration is calculated

correctly. The state's affidavit of consideration is precise, and the county clerk will kick back deeds with mismatched math.

New York City adds its own Real Property Transfer Tax. For one- to three-family homes and individual condo units, the rate is 1 percent up to \$500,000 and 1.425 percent above that threshold. For most other property types, such as commercial or multi-unit, the rates are higher. Pair the city tax with the state tax, and a typical seller above the \$500,000 mark is near 1.825 percent. On large commercial closings, the dollars get eye-watering.

Then there is mansion tax, a buyer-paid tax on residential properties in New York State when the purchase price is \$1 million or more. Outside the city, the rate is a flat 1 percent. In New York City, the rate is graduated, starting at 1 percent at \$1 million and climbing to 3.9 percent for deals of \$25 million or more. The law keys off the purchase price, not an appraised value, and rounding rules are unforgiving. I have seen buyers offer \$1,000,000 on a suburban home without realizing they just added a \$10,000 tax. A careful real estate attorney in Clifton Park NY or a residential real estate attorney in Albany will negotiate a price of \$999,999 if possible and memorialize credits or concessions separately to avoid triggering mansion tax unintentionally. There are strict rules on what can be netted out, so do not improvise without counsel.

Some counties and towns apply add-on fees for specific recording services or community preservation funds. On the East End of Long Island, the community preservation fund adds another layer for buyers. In Saratoga County and most Capital Region counties, you will not see that particular levy, but you still face stable state transfer tax and local recording fees. Commercial deals sometimes encounter special assessments in industrial development agency transactions or PILOT structures that change the tax posture of the property. A commercial real estate lawyer in Saratoga County will map those obligations early in diligence, before you spend on engineering.

Attorney fees: who pays for what, and how to set expectations

Attorney fees in New York real estate vary with complexity and location. For a straightforward upstate single-family purchase with a mortgage, legal fees commonly fall into a range of \$1,200 to \$2,500 per side. Cash deals without lender supervision can be modestly lower, though the presence of title or survey issues can erase that discount. Downstate, and in co-op or condo transactions where board packages, alteration agreements, or lien searches are dense, fees increase. On a mid-market condo purchase in Manhattan with a loan, buyer's counsel might charge \$2,500 to \$4,500. Sellers with estates or trusts often see higher fees tied to probate or entity documentation.

The right question is not "what is the cheapest fee," but "what is included." A property closing attorney near me who quotes a flat number should clarify whether that includes contract negotiation, one contract revision or three, title clearance work, coordination of municipal permits, pickup of payoff letters, and remote or in-person closing support. In commercial deals, your engagement letter should list lease review, environmental report assessment, survey and zoning opinions, tenant estoppel coordination, and entity formation if needed. Cheap can become expensive when an attorney treats each necessary task as a separate billable line you did not plan for.

A good fit between client and counsel also matters. If you need a real estate lawyer in Clifton Park to handle a home purchase while juggling a boundary disagreement with a neighbor, you want a team that can pivot. A property dispute attorney in Albany will view the survey and title exceptions through a litigation lens and structure easements or boundary line agreements that prevent the fight from escalating after closing.



Lender charges, recording fees, and the mortgage tax that surprises buyers

Buyers who finance in New York meet the mortgage recording tax. It is not a small number. The tax rate depends on county and loan type. In most upstate counties, the rate is 1 percent for one- to three-family dwellings, with 0.25 percent credited to the lender on residential loans, effectively making the borrower's share 0.75 percent. In the five boroughs, rates are higher, and on larger loans the rate climbs further. On a \$400,000 loan in Albany County, the borrower's tax is typically \$3,000. That is before title, transfer, or any lender fees. If you assume an FHA or VA loan protects you from this tax, check early. Government-backed loans still incur mortgage tax in New York.

Banks and mortgage brokers add their own charges: origination, points if you buy down the rate, underwriting, tax service, flood certification, appraisal, and sometimes a credit for interest rate lock extensions if the closing is delayed. None of these are secrets. You will see them on a Loan Estimate early and a Closing Disclosure later. Compare the two, and make noise if the lender's moving pieces do not match. The earlier you signal a mismatch, the easier it is to fix without rescheduling the closing.

Recording fees for deeds and mortgages vary by county but rarely dominate the budget. Plan for a few hundred dollars upstate and more in New York City due to additional pages and required forms. UCC filings, if you purchase a co-op or record a security interest in fixtures, bring additional fees.

Surveys, inspections, and municipal costs that affect both sides

Older New York homes often come with an old survey that no longer reflects real conditions. Fences drift, sheds appear, pools pop up, driveways are widened. A current survey is one of the cheapest ways to avoid a boundary dispute later. In the Capital Region, most buyers spend \$750 to \$1,500 for a residential instrument survey, more for acreage or complex parcels. Lenders sometimes accept a survey inspection or affidavit with the seller's existing survey, paired with title's "survey coverage" endorsement. That is a risk call. A buyer with solid plans for an addition should invest in a fresh survey, then hand it to the title company to expand coverage against encroachments and boundary issues.

Municipalities charge for tax search letters, water and sewer payoff letters, and in some towns for a certificate of occupancy update or smoke and carbon monoxide inspection. These are small items individually, but they create delays if ordered late. The person who has the keys to timely closings [ianniello anderson contracts](#) is often not the lawyer, but the seller who can call the water department with an account number and authorize the release.

Home inspections sit alongside legal work. A clean report with minor punch list items helps a closing flow. A report that flags an underground oil tank or active knob-and-tube wiring changes the timeline. If you are on the sell side and your property is likely to trigger these concerns, get ahead of them. Removing a tank or electrifying a house is doable with planning. Doing it under contract deadlines with a buyer's interest rate lock expiring next week raises costs.

Co-ops, condos, and townhomes: why the entity matters

Co-op buyers do not receive deeds, they receive shares and a proprietary lease. That changes everything. There is no state or city transfer tax for the buyer on share purchases, but the building often charges a flip tax, sometimes a percent of the price, sometimes a per-share amount. Board application fees, move-in deposits, and the cost of a lien search replace some of the county recording fees. Attorney fees are usually higher because the board package must be polished, and the co-op's counsel will review the file. Lenders underwrite differently, so rate locks must be timed around board approval which you do not control.

Condos function more like fee ownership. You still have board approval in some buildings and a purchase application, but you receive a deed and pay transfer taxes as you would for a single-family. New construction condos often come with sponsor contracts that seek to shift typical seller costs to buyers. That is where a real estate contract review pays for itself. I have pushed back on sponsor riders that tried to move state transfer tax, city transfer tax, and a tranche of title charges to the buyer. Sponsors sometimes relent, sometimes not. You should know what you are agreeing to before you sign a reservation.

Townhomes vary. In some developments, you receive fee simple title with an HOA. In others, the structure is a condo with common charges. Common charges themselves are not a closing cost, but prepaid common charges and capital contributions are. Read the offering plan or HOA documents for working capital requirements.

How deals change between upstate and downstate

The legal framework is the same, but the economics and customs diverge. Upstate, contract negotiations often happen quickly, attorneys move to order title and schedule an appraisal within days, and municipalities can respond within a

week or two. Downstate, contracts frequently incorporate longer due diligence periods. Co-op board approvals can take a month or more, and closing dates are “on or about,” which means a grace window rather than a hard date.

Costs follow the pace. An Albany buyer on a \$350,000 home with a \$280,000 loan might see total buyer closing costs, excluding escrows, in the range of \$9,000 to \$13,000, driven mostly by mortgage tax, title, and lender fees. The same buyer in Brooklyn at \$1,350,000 will face mansion tax at 1.25 percent, elevated title premiums, and higher mortgage tax, pushing the tally far higher. A commercial buyer in Saratoga County acquiring a small mixed-use building may avoid city transfer tax but add environmental due diligence costs easily in the \$3,000 to \$8,000 range for a Phase I, with contingencies for a Phase II if recommended.

Local relationships matter too. A real estate attorney in Clifton Park NY who closes in multiple towns knows which building departments require in-person pickup and which accept email, and that can shave days off a closing. A residential real estate attorney in Albany may keep standard riders ready for common Albany County quirks, like smoke detector certifications or predictable tax proration. A commercial real estate lawyer in Saratoga County will have surveyors, zoning consultants, and environmental firms on speed dial.

Who pays what: typical allocations and negotiable lines

Allocations are conventions, not laws, outside of taxes clearly assigned by statute. In a typical resale:

- Sellers pay the state and, if applicable, city transfer taxes, the real estate commission, their attorney fee, and any outstanding municipal charges or HOA arrears. They also pay for their existing mortgage payoff and recording of satisfactions.
- Buyers pay lender fees, mortgage recording tax, title insurance and searches, their attorney fee, recording charges for the deed and mortgage, survey or survey inspection, inspections, and prepaid interest.

Those lines move if the parties agree. In a competitive bid upstate, a buyer might offer to split transfer taxes or assume a modest flip tax to win the deal. In new development in New York City, sponsor contracts routinely make buyers pay transfer taxes, which can be 1.825 percent combined. That single clause can change your budget by tens of thousands. If you are not comfortable with that shift, negotiate or walk. In every case, insist on a draft closing statement at least three business days before closing. Surprises almost always favor the other side.

Timing, rate locks, and why calendar control saves money

Deadlines in real estate are often flexible until the day they are not. Rate locks expire. Movers book up at month end. Insurance binders update when lenders change closing dates. Transfer tax affidavits require dates that match the deed acknowledgment. I recommend a short, disciplined cadence:

- Lock the rate with a buffer. If the lender says 45 days is enough, take 60 and buy the extra two weeks if the market is volatile.
- Order the survey and municipal searches immediately after attorney approval, even during inspection renegotiations. Title cures always take longer than expected.

A missed rate lock can cost more than every other closing cost combined in a rising rate environment. A property closing attorney near me can coordinate, but the client’s prompt responses are just as critical. Keep your phone on during the week of closing. The day before a closing, I have watched payoff letters update at 4:45 p.m. because a bank processed an extra day of interest, then the wire department threatened to cut off outgoing wires at 5:00 p.m. Ninety seconds mattered.

Practical examples that change the math

Consider a \$475,000 single-family home in Clifton Park with a \$380,000 mortgage. The buyer is new to the area. Mortgage recording tax at the borrower’s share around 0.75 percent equals about \$2,850. Title premiums and searches might land between \$3,200 and \$4,000. Lender fees and appraisal cluster near \$1,200 to \$1,800. Attorney fee at \$1,800. Survey at \$1,000. Recording fees and smaller charges near \$400. The buyer’s subtotal is roughly \$10,500 to \$12,000 before escrows. The seller, meanwhile, covers the state transfer tax around \$1,900, attorney fee around \$1,500, and the real estate commission. That is a clean, ordinary upstate closing.

Now look at a \$1,550,000 Brooklyn condo with a \$1,100,000 loan. Add mansion tax of 1.25 percent, or \$19,375. Mortgage recording tax at city rates on that loan can exceed \$20,000. Title premiums and endorsements often surpass

\$6,000. Developer or building fees can add several thousand dollars. Attorney fees on both sides are higher. Same mechanics, very different totals.

On the commercial side, suppose a small office building in Saratoga County sells for \$900,000 with no financing. The title insurer may require expanded ALTA coverage and endorsements tailored to zoning and access. Add \$1,500 to \$3,000 to the title bill. A Phase I environmental assessment, \$2,500 to \$4,500. Attorney time to review leases and prepare estoppels, another few thousand. No mortgage tax, but the diligence stack offsets that savings. The seller still pays state transfer tax at 0.4 percent.

Contract strategy: small clauses that protect your wallet

A carefully drafted contract saves money even if nothing goes wrong. Several clauses do outsized work:

- A deadline for seller to provide payoff and lien information, with an obligation to clear open permits and violations at seller's expense, prevents last-minute credits or delayed closings that bleed into your rate lock.
- A survey and title objection period with a right to cancel or cure, and clear definitions of what counts as an objectionable defect, force the issue when an old shed straddles the boundary line or a driveway easement was never recorded.
- A tax proration clause that uses the most recent bill and accounts for exemptions that will not survive the closing, such as STAR or senior exemptions. Buyers in Albany County often overpay a proration if the clause is sloppy and the seller carried exemptions all year.
- For condos and co-ops, caps on board and building fees you will accept. If the building charges a new "application technology fee" two days before closing, you want a way to push back.

These are standard tools for a real estate transaction lawyer. If you are not seeing them in your drafts, ask why.

When to bring in specialized counsel

Most residential deals do not require a litigator, but signs that you should loop in a property dispute attorney in Albany or similar counsel include active boundary conflicts, claims of adverse possession, shared driveways without recorded easements, or neighbor demands regarding trees, fences, or drainage. Commercial transactions benefit from counsel experienced in 1031 exchanges, entity structuring, and loan covenants. If you are buying mixed-use in Saratoga County with tenants in place, a commercial real estate lawyer in Saratoga County will test the leases against local code and lender expectations, and will coordinate estoppels that actually protect you rather than serve as a rubber stamp.

Escrows, credits, and post-closing obligations

Escrows are a useful tactic when you have a fixable issue that cannot be finished before closing. A common example is a missing certificate of compliance for a recent deck. Title will accept an escrow if you deposit, say, 1.5 to 2 times the

contractor's estimate, with deadlines and a clear release mechanism. Be cautious with open permits that require seasonal inspections, such as paving or landscaping. If winter blocks completion, negotiate a longer escrow window. Otherwise, your funds could be tied up for months.

Credits show up on closing statements to resolve inspection punch list items. Lenders limit the total credits buyers can receive, commonly capping them as a percentage of the loan or the purchase price. If you exceed the cap, the lender can require the purchase price be reduced instead or deny the loan. Your attorney should clear any large credit with the loan officer before finalizing the contract amendment.

Post-closing, set a reminder to file your STAR or other homestead exemption applications if you are an owner-occupant. That single filing changes your annual tax bill and, by extension, your monthly escrow, which is a quiet way to bring your carrying costs back in line after the excitement fades.

The value of local counsel and early planning

You can close property in New York without drama if you plan early and set a realistic budget for closing costs. That means reading the Loan Estimate rather than skimming it, vetting the contract before you sign, and picking counsel who do this every week, not once a year. If you are buying or selling near the Capital Region, a real estate lawyer in Clifton Park who works routinely with Saratoga and Albany county clerks will anticipate local quirks. A residential real estate attorney in Albany will pressure test your tax prorations and survey coverage. For complex assets or income-producing properties, a commercial real estate lawyer in Saratoga County will right-size due diligence and keep lender counsel honest.

The headline never tells the whole story in a New York real estate deal. Closing costs are the story beneath the headline, and they reward attention. If you keep your eyes on title, transfer taxes, and attorney fees, and you align the rest of the pieces to those pillars, the final wire at closing reads like expected math rather than a surprise you have to swallow.

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