BRIDGE HOUSE GROUP

A HOMEOWNER'S GUIDE

THE GEORGIA FORECLOSURE TIMELINE, STAGE BY STAGE

Each stage in order, from the first missed payment to the first Tuesday sale, the options open before sale day, and where to get independent help.



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SECTION 01

PURPOSE OF THIS GUIDE

If you've fallen behind on your mortgage, the hardest part is often not knowing what happens next, or how much time you actually have.

Pre-foreclosure is frightening largely because it is unfamiliar. The letters use language you have never had to read before, and deadlines appear without explanation. The one thing nobody tells you plainly is also the most important: you almost certainly have more time and more options than you think.

This guide replaces that uncertainty with a clear picture. It covers what foreclosure is, what pre-foreclosure means, how the process unfolds, and what you can still do at each stage.

WHAT YOU'LL FIND INSIDE

- Plain-language explanations of the terms in the letters you're receiving
- How Georgia's non-judicial foreclosure works, and why it moves fast
- The options open before sale day, and the first steps to take, in order
- A checklist of documents to gather before you call anyone
- How the loss mitigation review works and what protections come with it
- Every option on the table, including the ones lenders rarely mention

Who we are, and why we wrote this

BridgeHouseGroup helps Georgia homeowners understand foreclosure, and also buys homes in metro Atlanta and across Georgia. Selling to a buyer like us is one option in this guide, and for some homeowners it is the right one. For many others it is not, and we have said so throughout. A homeowner who reinstates their loan and keeps the house has had a good outcome. We would rather you reach that informed than not.

This is general information, not legal advice

This guide covers Georgia law, and your situation has details it cannot know. Before you decide anything, speak with a HUD-approved housing counselor, usually at no cost. Call **(800) 569-4287** or go to hud.gov, and consider talking to a Georgia attorney.

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Short on time?

If a sale date has already been set, turn straight to Section 05 (page 7) and Section 10 (page 13). Those two cover what can still be done on a short timeline.

SECTION 02

WHAT IS FORECLOSURE?

Foreclosure is the legal process a lender uses to take ownership of a property when the borrower stops making payments on the loan secured by it.

When you took out your mortgage, you signed two documents that matter here. The **promissory note** is your promise to repay the money. The **mortgage** or **deed of trust** (called a *security deed* in Georgia) pledges the house itself as collateral for that promise. Foreclosure is the lender enforcing the second document because the first was not kept.

That distinction matters more than it sounds. Foreclosure is not a punishment or a judgment about you. It is a contractual remedy, and it runs on set steps and notice requirements. That also means it moves through set stages, with options at each one until the sale. Knowing which stage you are in tells you which options remain.

WHAT THE LENDER IS ACTUALLY TRYING TO DO

A lender's goal in foreclosure is to recover the unpaid balance, not to end up owning your house. Foreclosing is slow and expensive for them: legal fees, property maintenance, and the near certainty of selling at auction for less than the loan is worth. That is why servicers keep whole loss mitigation departments to review alternatives, and why the options in Section 10 exist at all.

> **Why that matters to you**
>
> Your lender would rather be repaid than own your house. That shared interest is the leverage behind nearly every option in this guide, but it only helps if you engage with them before the process runs its course.

TERMS YOU'LL SEE IN THE LETTERS

TERM	WHAT IT MEANS
Default	You've missed payments and breached the loan terms. Usually triggered after the first missed payment.
Delinquency	How far behind you are, counted in days (30, 60, 90, 120+).
Acceleration	The lender declares the entire remaining balance due immediately, not just the missed payments.
Reinstatement	Paying the past-due amount plus fees to bring the loan current, so the loan goes on as before.
Payoff	The full amount to satisfy the loan: principal, interest, and fees.
Deficiency	The gap if the property sells for less than you owe. In Georgia, the lender can pursue it only if a court confirms the sale. O.C.G.A. § 44-14-161

SECTION 03

WHAT IS PRE-FORECLOSURE?

Pre-foreclosure is the period between falling behind on your mortgage and the property actually being sold at foreclosure sale. It is the window in which you still control the outcome.

During pre-foreclosure you remain the legal owner of the property. You can still live in it, still sell it, still refinance it, still bring the loan current, and still negotiate with your servicer. Every option in Section 10 of this guide is available during this window, and most of them disappear the moment the sale is completed.

Pre-foreclosure typically begins when you are 30 to 120 days delinquent and ends on the sale date. In practice that is often several months, and sometimes considerably longer if you apply for loss mitigation (Section 08).

> **Why acting early matters**
>
> Nearly every option gets better the earlier you take it. A homeowner with four months before a sale date has choices a homeowner with four days does not. If you are reading this early, that is a real advantage.

WHAT PRE-FORECLOSURE IS NOT

- **It is not eviction.** You do not have to leave. You remain the owner until the sale is complete.
- **It is not final.** Loans are reinstated and modified at this stage every day.
- **It is not public shame.** A notice may run in a legal-notices section that virtually nobody reads. Nobody contacts your neighbors or your employer.
- **It is not a reason to stop opening mail.** This is the most common and most costly mistake homeowners make.

> **Beware of anyone who finds you first**
>
> Pre-foreclosure filings are public record, which means the letters and calls will start. Be cautious of anyone who asks for an upfront fee to "rescue" your home, pressures you to sign documents you haven't read, or asks you to transfer your deed or make mortgage payments to them instead of your servicer. Foreclosure counseling from a HUD-approved agency is **usually at no cost**. Nobody reputable needs a payment before helping you.

SECTION 04

GEORGIA'S NON-JUDICIAL FORECLOSURE

Georgia forecloses without a lawsuit. That one fact sets how fast the process moves and how much warning you get.

	HOW IT WORKS IN GEORGIA
The sale	Most Georgia foreclosures use the "power of sale" clause in the security deed. No judge approves the sale.
Your notice	Notice by mail and publication, with no lawsuit to answer: a notice of sale mailed at least **30 days** before the sale, and an ad in the county's legal organ once a week for **four weeks**. O.C.G.A. §§ 44-14-162, 44-14-162.2, 9-13-140
Sale day	The **first Tuesday of the month** at the county courthouse, or the Wednesday after when that Tuesday is January 1 or July 4. O.C.G.A. §§ 44-14-162, 9-13-161
Raising a defense	You generally must file your own lawsuit to challenge it.
Deficiency	The lender can pursue one only if it reports the sale to a judge within 30 days and the court confirms it. O.C.G.A. § 44-14-161

WHY THIS MATTERS TO YOU

Nobody hands you a deadline in a courtroom. The timeline runs quietly and fast, and the burden of acting sits entirely with you.

> **A fast timeline, with no way back after the sale**
>
> A Georgia homeowner can go from first formal notice to completed sale in roughly two months. Georgia also provides **no statutory right of redemption** after a non-judicial sale, so once the property is gone there is no window to buy it back. That is why acting early matters so much in Georgia.

SECTION 05

YOUR OPTIONS BEFORE SALE DAY

Until the sale, usually on the first Tuesday of the month, a Georgia homeowner still owns the house and still has choices. Most of them need the lender's agreement, and a lender may or may not agree.

OPTION	WHAT IT IS	TIMING AND APPROVAL
Loss mitigation review	The servicer's formal review of a complete application against every option for the loan.	A complete application received more than 37 days before the sale generally keeps the servicer from holding the sale during the review. Small servicers are not bound by this rule. 12 CFR §§ 1024.41(g), (j), 1024.30(b)(1)
Reinstatement	Paying everything past due, plus fees and costs, in one sum. The loan goes on as before.	The standard Georgia security deed allows it until five days before the sale. Standard Georgia security deed (Fannie Mae/Freddie Mac Form 3011), § 20
Forbearance	Payments paused or reduced for a set time, then repaid later.	Fits a hardship with a known end. The servicer decides.
Loan modification	A lasting change to the rate, term or balance that lowers the payment.	Needs a complete application. The servicer may approve or deny it.
Short sale	Selling for less than the payoff, with the lender accepting the shortfall.	The lender has to approve the price and the buyer.
A sale	Selling on the open market or to a cash buyer, with the loan paid off at closing.	Has to close before the sale date. A signed contract alone is not enough.
Deed in lieu	Signing the house over to the lender in place of a foreclosure sale.	The lender has to agree, usually only after the house has been listed and has not sold.

Who can help weigh them

A HUD-approved housing counselor reviews these options and helps with the servicer's application, usually at no cost for foreclosure help: **(800) 569-4287** or hud.gov. For legal help at no cost, people with limited income can call Atlanta Legal Aid Society at (404) 524-5811 in Fulton, DeKalb, Cobb, Clayton and Gwinnett, or Georgia Legal Services Program at (833) 457-7529 in the other 154 counties.

No one can promise a result

A lender does not have to agree to a forbearance, a modification, a short sale or a deed in lieu, and nobody can honestly guarantee that a sale will be called off. BridgeHouseGroup is not associated with the government, and our service is not approved by the government or any lender. Even if a homeowner uses our information, the lender may not agree to change the loan.

SECTION 05 · CONTINUED

FIRST STEPS BEFORE SALE DAY

Every option narrows as the sale gets closer. These are the steps homeowners and counselors usually take first, in order.

1. **Open every letter and note the dates**
   The notice of sale must be mailed at least 30 days before the sale, and the sale is advertised in the county's legal organ once a week for the four weeks before it. The sale date sets the deadlines that follow.
   O.C.G.A. §§ 44-14-162, 44-14-162.2, 9-13-140

2. **Confirm whether a sale date is set**
   The servicer's loss mitigation department can say whether a sale has been scheduled, and for when. It helps to write down the date, the name of the person and the time of the call.

3. **Call a HUD-approved housing counselor or legal aid**
   Counselors know Georgia's timeline, what the servicer has to do and which programs may fit. The numbers are on the previous page.

4. **Ask the servicer for a loss mitigation application**
   For an application received 45 or more days before the sale, the servicer must confirm receipt within 5 business days and say whether it is complete and, if not, what is missing. Small servicers are not bound by this rule.
   12 CFR §§ 1024.41(b)(2), 1024.30(b)(1)

5. **Send a complete application early**
   Section 06 lists the documents. Applications sent well before the sale carry protections that late ones do not. See Section 08.

6. **Keep a log, and put requests in writing**
   Date, time, name and any reference number for every call, with a short letter or secure message after the important ones. Certified mail suits anything time sensitive.

7. **Keep the house insured, the taxes paid if possible, and stay in it**
   Lapsed insurance lets the servicer add costly force-placed coverage to the balance, and unpaid taxes create a separate lien. Leaving early does not end the foreclosure and can complicate a sale or a deed in lieu.

8. **Check the arithmetic, then choose the goal**
   A payment that cannot be sustained moves the same problem a few months out. Keeping the house and selling it are both legitimate goals. What matters is choosing early and on purpose.

Two common and costly mistakes

Not opening the mail. Deadlines pass quietly, and by the time the situation is impossible to ignore, the useful options may be gone.

Waiting on money that has not arrived. Plans built on a raise, a refund or a settlement can use up the time a workable plan needed.

SECTION 06

IMPORTANT DOCUMENTS TO GATHER

Work through this before you call. Having it ready is the difference between a productive conversation and three weeks of callbacks.

LOAN AND PROPERTY DOCUMENTS

- [ ] Promissory note and mortgage or deed of trust (your closing packet)
- [ ] Most recent mortgage statement, showing the loan number and amount past due
- [ ] Every notice you have received: default, acceleration, intent to foreclose, sale notice
- [ ] Homeowners insurance policy and proof of current premiums
- [ ] Most recent property tax bill and evidence of payment
- [ ] HOA or condo statements, including any past-due balances
- [ ] Any second mortgage, HELOC, or lien documents
- [ ] Title insurance policy from your purchase, if you have it

INCOME AND FINANCIAL DOCUMENTS

- [ ] Pay stubs for the last 30 days, for everyone on the loan
- [ ] Tax returns for the last two years, with all schedules
- [ ] W-2s and 1099s for the last two years
- [ ] Bank statements for the last two to three months, all pages
- [ ] Profit and loss statement, if self-employed
- [ ] Benefit award letters for Social Security, disability, unemployment, or pension
- [ ] Documentation of any rental income from the property

HARDSHIP DOCUMENTATION

- [ ] A written hardship letter: what happened, when, and what has changed since
- [ ] Supporting evidence: termination letter, medical bills, divorce decree, death certificate
- [ ] A monthly budget listing all income and expenses
- [ ] Your log of contact with the servicer

> **On the hardship letter**
>
> Keep it to one page and stick to facts and dates. State what caused the hardship, whether it is temporary or permanent, what you have done in response, and what you are asking for. A clear, specific letter is more persuasive than an emotional one.

SECTION 07

THE FORECLOSURE PROCESS

Stage by stage. Exact timing varies by servicer, but the sequence is consistent.

DAYS 1 TO 15

Missed payment and grace period

Most loans allow roughly 15 days before a late fee. Nothing is reported to credit bureaus yet.

DAYS 16 TO 45

Late notices and collection calls

A late fee is assessed and the delinquency is typically reported once you pass 30 days. Servicers must generally attempt live contact by day 36 and inform you about loss mitigation options in writing by day 45.

DAYS 45 TO 120

Formal default and demand letters

You'll receive a notice of default or breach letter stating the amount required to reinstate and a deadline. Under federal rules, servicers generally cannot make the first foreclosure filing until you are **more than 120 days delinquent**. This window is your best opportunity to apply for loss mitigation.

DAY 120+

Foreclosure begins

Georgia needs no lawsuit, so the lender moves straight to the notice of sale. The loan is usually accelerated at this point, which means the full balance becomes due, not just the arrears.

VARIES

Notice of sale

A date is set, advertised, and mailed to you. In Georgia this means four consecutive weeks of publication and at least 30 days' notice, with the sale on the first Tuesday of the month.

SALE DATE

Foreclosure sale

The property is auctioned. If no third party bids high enough, the lender takes ownership and it becomes bank-owned (REO).

AFTER THE SALE

Redemption, possession, and deficiency

Georgia has **no redemption period** after a non-judicial sale. Eviction follows if the property is still occupied, and the lender can pursue a deficiency only if it reports the sale to a judge within 30 days and the court confirms it.

O.C.G.A. § 44-14-161

SECTION 08

LOSS MITIGATION REVIEW

Loss mitigation is the formal review your servicer conducts to determine whether an alternative to foreclosure is available to you. Federal rules give that review real teeth, but only if you apply in time.

HOW IT WORKS

You submit a **complete** loss mitigation application: the servicer's form plus the income, hardship, and financial documents from Section 06. The servicer reviews you against every option available for your loan type, including modification, forbearance, repayment plans, short sale, and deed in lieu, then responds in writing.

The word *complete* is doing a great deal of work in that sentence. An application missing a single document is legally incomplete, and incomplete applications do not carry the protections below. Confirm in writing what has been received and what is still outstanding.

PROTECTIONS THAT COME WITH APPLYING EARLY

IF YOUR COMPLETE APPLICATION ARRIVES...	WHAT YOUR SERVICER MUST DO
More than 37 days before the scheduled sale	Evaluate you for all available options and give a written decision. They generally cannot conduct the sale while the application is pending.
90 or more days before the sale	Give you the right to appeal a denial of a loan modification.
Before the first foreclosure filing	Refrain from starting foreclosure at all while the application is under review.
Within 5 business days of receipt	Acknowledge the application and tell you exactly what is missing.
Within 30 days	Evaluate a complete application and notify you of the outcome in writing.

> **"Dual tracking" is restricted**
>
> A servicer generally may not move ahead with a foreclosure sale while a complete, timely application is still under review. If you have applied and are told the sale is proceeding anyway, that is worth raising immediately with a housing counselor, a lawyer, or the CFPB at **consumerfinance.gov/complaint**.

These protections come from federal mortgage servicing rules and apply to most, though not all, mortgages. A housing counselor can confirm what applies to your specific loan.

SECTION 09

REASONS FOR A PENDING FORECLOSURE

Foreclosure is overwhelmingly the result of a change in circumstances rather than a change in character. Naming the cause accurately matters, because it determines which remedy fits.

INCOME DISRUPTION

- **Job loss or reduced hours.** The most common cause by a wide margin. If the loss is temporary, forbearance or a repayment plan often fits; if permanent, a modification or sale is more realistic.
- **Business decline or failure**, particularly for self-employed borrowers whose income documentation is harder to present.
- **Death of a borrower or co-borrower**, removing the income the loan was underwritten on.

MEDICAL AND FAMILY EVENTS

- **Illness, injury, or disability.** Both the lost income and the medical bills that follow.
- **Divorce or separation.** One household income now supports two households, and it's common for neither party to be able to carry the mortgage alone.
- **Caring for a family member**, often requiring reduced hours or leaving work entirely.

LOAN AND PROPERTY COSTS

- **Adjustable rate reset** raising the payment beyond what the budget absorbs.
- **Escrow shortfall.** Rising property taxes or insurance premiums raise the monthly payment even on a fixed-rate loan. This one catches people out.
- **Balloon payment** coming due with no refinance available.
- **Major repairs** to the roof, foundation, HVAC, or plumbing that eat the reserves set aside for the mortgage.
- **Storm or fire damage**, especially where insurance falls short or claims are delayed.

PROPERTY AND OWNERSHIP CIRCUMSTANCES

- **Inherited property** with a mortgage the heirs cannot service, often alongside probate delays.
- **Rental property vacancies** or non-paying tenants, where the mortgage continues regardless.
- **HOA liens**, which can trigger their own foreclosure independent of your mortgage.
- **Relocation** for work, leaving two housing costs at once.

> None of these are unusual, and none of them disqualify you. Servicers have programs for exactly these situations, which is why documenting your cause clearly, as described in Section 06, strengthens your application.

SECTION 10

FORECLOSURE OPTIONS

Broadly, your options divide into those that keep the house and those that resolve the debt and let you move on. Both are legitimate outcomes.

OPTIONS THAT KEEP THE HOUSE

OPTION	HOW IT WORKS	BEST WHEN
Reinstatement	Pay all past-due amounts plus fees in one lump sum. The loan returns to normal.	You have access to the full arrears from savings, family, or a settlement.
Repayment plan	The arrears are spread across your regular payments over several months.	Income has recovered and you can afford somewhat more than the normal payment.
Forbearance	Payments are reduced or paused for an agreed period. The amount is still owed later.	The hardship is clearly temporary with a known end.
Loan modification	Permanent change to rate, term, or balance to lower the monthly payment.	Income has permanently dropped but can still support a reduced payment.
Refinance	A new loan replaces the old one on better terms.	Credit and equity are still strong, usually early in the process.
Partial claim / deferral	Arrears are moved into a subordinate lien or to the end of the loan. Common on FHA and conventional loans.	You can resume normal payments but can't repay the arrears now.

Before accepting any of these, check the arithmetic

Ask for the new payment in writing and compare it against your actual monthly budget, not your best month. An agreement you cannot sustain restarts this process in six months, after spending the time you had.

OPTIONS THAT RESOLVE THE DEBT

OPTION	HOW IT WORKS	BEST WHEN
Sell on the open market	List with an agent and sell before the sale date. You keep any equity after the loan and costs.	You have equity, the house shows well, and there's enough time for a listing.
Sell to a cash buyer	A direct sale, as-is, on a compressed timeline. Typically below full market price in exchange for speed and certainty.	Time is short, the house needs work, or a financed buyer's loan could fall through.
Short sale	The lender agrees to accept less than the balance owed. Requires their approval.	You owe more than the house is worth.
Deed in lieu	You voluntarily transfer the deed to the lender and the debt is settled.	There's no equity, and a sale hasn't been possible.
Bankruptcy	Filing creates an automatic stay that generally pauses the sale while the case is open. Chapter 13 can allow arrears to be repaid over time. 11 U.S.C. § 362(a)	A sale is imminent, or debts extend well beyond the mortgage. Requires an attorney.

COMPARING A SALE TO A COMPLETED FORECLOSURE

A sale that closes during pre-foreclosure usually leaves a homeowner better off than letting the process finish. You keep any equity instead of losing it at auction, your credit record shows a sale rather than a completed foreclosure, and you pick the closing date rather than being evicted on someone else's. When the sale pays the loan off in full, there is no deficiency left to claim.

Being straight with you about cash offers

We buy houses for cash, so treat this section as coming from an interested party. A cash sale is useful when the timeline is short, when the house needs work you cannot fund, or when certainty matters more than the last few percent of price. A financed buyer whose loan collapses two weeks before a sale date is a real risk. But a cash sale is not the best route for everyone. If you have equity and time, listing on the open market will usually net you more, and a good cash buyer will tell you so.

Questions worth asking any cash buyer

Is the offer in writing? Are there fees or commissions? Can you provide proof of funds? Is the offer contingent on inspection or on assigning the contract to someone else? Who pays closing costs? What happens to any surplus over the loan payoff?

TALK TO SOMEONE

YOU DON'T HAVE TO WORK THIS OUT ALONE

The homeowners who come through pre-foreclosure in the best shape are rarely the ones with the most money. They're the ones who opened the mail, asked questions early, and made a deliberate decision instead of waiting for one to be made for them.

INDEPENDENT HELP

- **HUD-approved housing counselors.** Call (800) 569-4287 or go to hud.gov. Independent, usually at no cost, and they know Georgia's rules.
- **Legal aid, at no cost if your income is limited.** Atlanta Legal Aid Society, (404) 524-5811, in Fulton, DeKalb, Cobb, Clayton and Gwinnett, or Georgia Legal Services Program, (833) 457-7529, in the other 154 counties.
- **Consumer Financial Protection Bureau** at consumerfinance.gov. Guidance on servicer obligations, and where to file a complaint.
- **Atlanta Bar Association Lawyer Referral Service,** (404) 521-0777, for a consultation with a private attorney (a fee may apply).

IF YOU'D RATHER TALK IT THROUGH WITH US

We will tell you what we think your options are, including the ones that do not involve selling to us. If a cash sale is not right for your situation, we will say so. There are no fees and no pressure to decide anything on the call.

CONTACT US

QUESTIONS ABOUT YOUR SITUATION?

Call us. There is no charge and no obligation.

(470) 567-5635

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