Mortgage Pre-Approvals and Financial Contingencies: Practical Insights and Recent Court Guidance

Presented by REBA's Residential Conveyancing and Litigation Sections

November 16, 2026 · 12–1 pm

Your speakers



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SAMPLE PRE-APPROVAL LETTERS

NOTICE of PRE-APPROVAL

07/15/2026

This is notification that [redacted] (herein known as the Buyer) has made loan application with [redacted]. Based on a review of Buyer's income, credit and work history, the Buyer has been pre-approved for the following:

Type of Loan:	Conventional
Purchase Price:	$870,000.00
Down Payment:	$174,000.00
Program:	30 Yea Fixed
Seller Paid Costs:	$0.00

Final Loan Approval will be subject to, but not limited to a satisfactory appraisal and preliminary title report.

We at [redacted] look forward to completing the financing for [redacted] and we will be happy to assist you in completion of this transaction.

SAMPLE PRE-APPROVAL LETTERS

Congratulations, [redacted]!

We are pleased to inform you that, based on the information you provided and our review of your credit report, you have been pre-approved for a mortgage loan in the amount of $588,150, based on a total purchase price of $599,000.

This pre-approval is issued subject to but not limited to the following conditions:

- Satisfactory receipt and review of a signed Purchase & Sales Agreement for the property
- Satisfactory receipt and review of an acceptable appraisal report for the property
- Satisfactory and final verification of amount and source of sufficient funds to close
- Proof of deposit, if any, on the subject property
- Satisfactory final verification of employment, income and debt obligation information provided
- If you purchase a condominium unit, the satisfactory receipt and review of applicable condominium documents and financial information

In addition, [redacted] may require you to provide any additional or updated information deemed necessary by us to meet our investors and our lending requirements and federal legal requirements. This information is accurate as of 11/12/2026. Your pre-approval is subject to change or cancellation if your requested loan no longer meets applicable regulatory requirements.

Thank you for choosing [redacted] for your mortgage financing. We are committed to bringing our customers to commitment and settlement as quickly as possible. Please do not hesitate to call with any questions.

Recent Lawsuit

Bokhari v. North Eastern Sav. Bank, No. 2484CV01291-BLS2, 2026 WL 642727 (Suffolk Superior, Feb. 18, 2026).

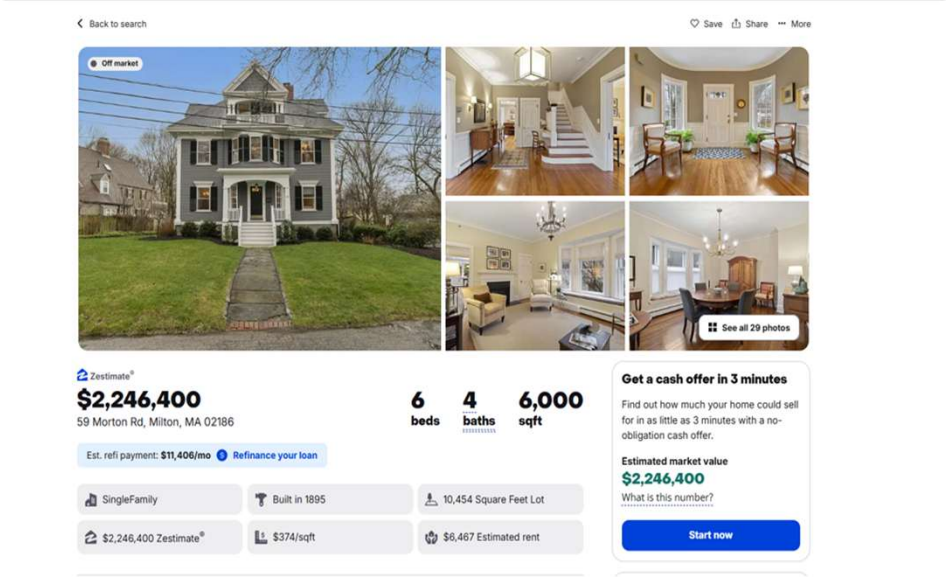
Decision and Order Denying Defendant's Motion for Summary Judgment

BOKHARI: THE MAIN FACTS

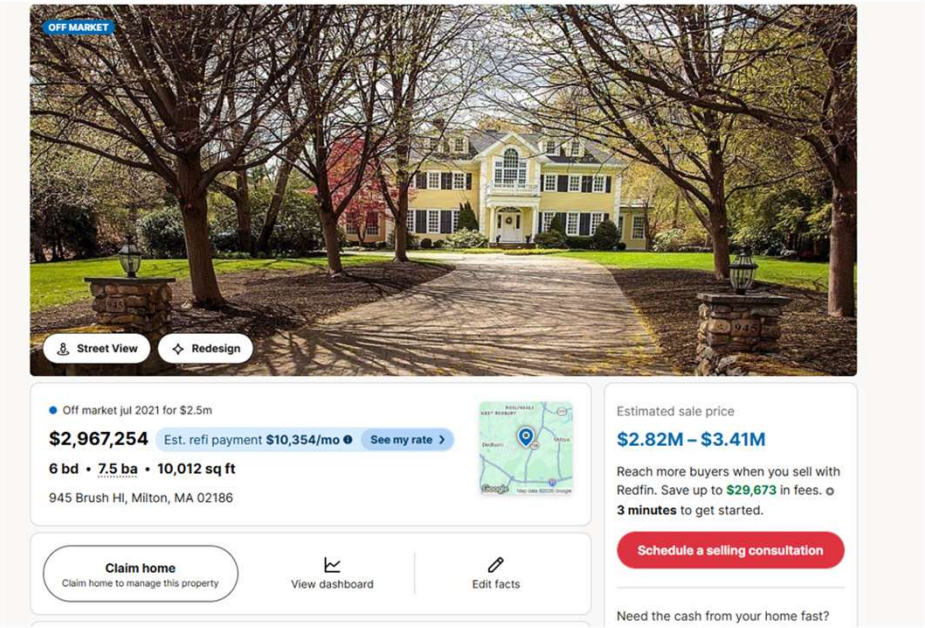
Sellers' allegations and evidence described in the summary-judgment decision

- The sellers say they relied on the buyer's mortgage pre-approval letter when signing the P&S.
- The letter stated that the bank had reviewed credit and verified assets and income; the sellers presented evidence that it had not.
- The buyer backed out and planned to buy another home; the sellers could not find a replacement buyer.
- The sellers sued the bank for fraud, negligent misrepresentation, and Chapter 93A violations.

THE TWO HOUSES

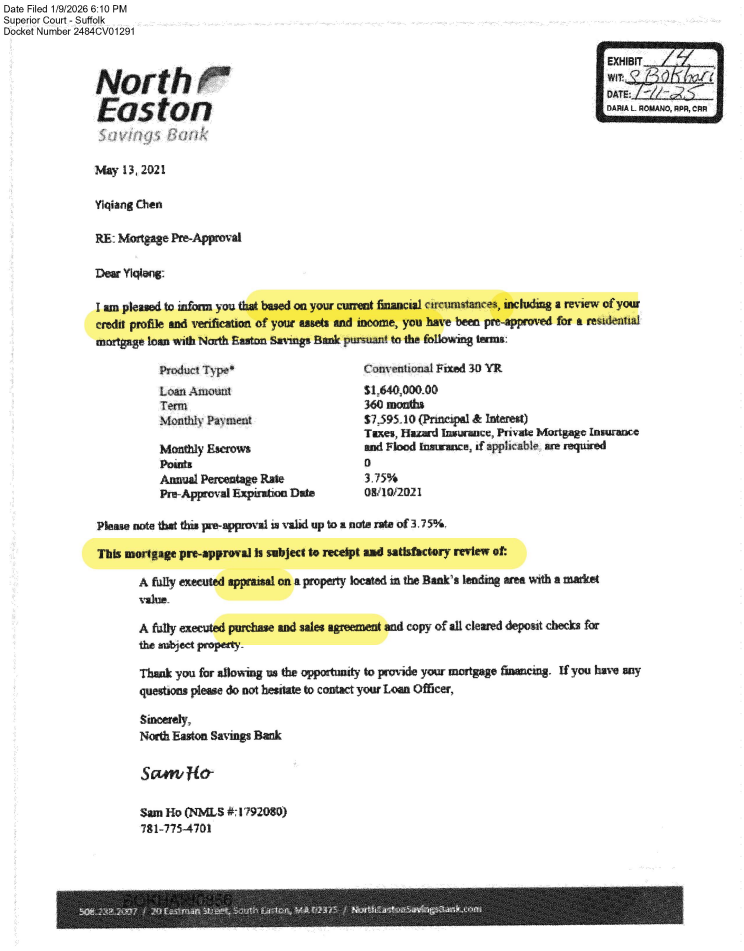


59 Morton Road



Brush Hill

North Easton Bank Pre-Approval Letter



Date Filed 1/9/2026 6:10 PM
Superior Court - Suffolk
Docket Number 2484CV01291

EXHIBIT 14
WIT: S. Bakhari
DATE: 7-11-25
DARIA L. ROMANO, RPR, CRR

North Easton Savings Bank

May 13, 2021

Yiqiang Chen

RE: Mortgage Pre-Approval

Dear Yiqiang:

I am pleased to inform you that based on your current financial circumstances, including a review of your credit profile and verification of your assets and income, you have been pre-approved for a residential mortgage loan with North Easton Savings Bank pursuant to the following terms:

Product Type*	Conventional Fixed 30 YR
Loan Amount	$1,640,000.00
Term	360 months
Monthly Payment	$7,595.10 (Principal & Interest)
Monthly Escrows	Taxes, Hazard Insurance, Private Mortgage Insurance and Flood Insurance, if applicable, are required
Points	0
Annual Percentage Rate	3.75%
Pre-Approval Expiration Date	08/10/2021

Please note that this pre-approval is valid up to a note rate of 3.75%.

This mortgage pre-approval is subject to receipt and satisfactory review of:

A fully executed appraisal on a property located in the Bank's lending area with a market value.

A fully executed purchase and sales agreement and copy of all cleared deposit checks for the subject property.

Thank you for allowing us the opportunity to provide your mortgage financing. If you have any questions please do not hesitate to contact your Loan Officer,

Sincerely,
North Easton Savings Bank

Sam Ho

Sam Ho (NMLS #:1792080)
781-775-4701

508.238.2037 / 20 Eastman Street, South Easton, MA 02375 / NorthEastonSavingsBank.com

BANK EMAIL

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Date Filed 1/9/2026 6:10 PM
Superior Court - Suffolk
Docket Number 2484CV01291

Message

From: Sam Ho [sho@northeastonsavingsbank.com]
Sent: 5/17/2021 8:15:22 AM
To: Kami L. McMorrow [kmcmorrow@northeastonsavingsbank.com]
CC: James J. Dell'Anno [jdellanno@northeastonsavingsbank.com]
Subject: A new customer change his mind on different house, Can we help?
Attachments: 59 Morton Road offer (version 5).pdf

Hi Kami,

A new customer of mine had made an offer and accepted by the seller last week (attached is offer acceptance). I have not even got a chance to enter his loan on our system yet, he changed his mind to buy different houses. Can we decline his loan to allow him to get refund for deposit?

Thanks
Sam

Sam Ho Loan Officer / NMLS #1792090

North Easton Savings Bank / NorthEastonSavingsBank.com
508.219.5647 / 20 Eastman St, South Easton, MA 02375 / sho@northeastonsavingsbank.com

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From: Angela Cui <angelacui@kw.com>
Sent: Thursday, May 13, 2021 7:40 AM
To: Sam Ho <sho@northeastonsavingsbank.com>
Subject: Fwd: Seller signed offer! 2.05M

PAGE 1 · CONTINUED

[External Email] This message originated from Internet sources outside the North Easton Savings Bank Email system. Please use caution when opening this email.

Hi Sam
Thank you
---------- Forwarded message ---------
From: **Lisa Pearlstein** <lisa.pearlstein@gibsonsir.com>
Date: Mon, May 3, 2021 at 1:01 PM
Subject: Seller signed offer!
To: Angela Cui <angelacui@kw.com>

Hi Angela,

Attached is the seller signed offer to purchase 59 Morton Road. Please ask buyer to initial the changes. We are looking forward to working with you and your buyer!

--
Lisa Pearlstein | 781-603-6472

CONFIDENTIAL NEASTON_0000331

Case outcome

Summary judgment denied. Liability was not decided.

Fraud, negligent misrepresentation and G.L. c. 93A claims

Judge's main points

- A jury *could* find the sellers' reliance and losses foreseeable.
- No direct bank–seller relationship is required for Chapter 93A.

For trial

- Was the buyer's breach foreseeable, or a superseding cause?
- Were the alleged misrepresentations and reliance proved?
- Did the alleged misrepresentations cause compensable losses?

OPEN DISCUSSION

What does this mean for practitioners and lenders?

Recent Developments:

- Bank’s Motion in Limine to Exclude Plaintiff’s Opportunity costs ($612,000) **granted** 11/3/26
- Final trial conference 12/1, Jury Trial scheduled for 12/10 and 12/14