

**SELLERS SUGGESTED GUIDELINES FOR HIGHEST
and
BEST OFFERS FOR**

65 38th St, Irvington, NJ 07111

ALL OFFERS DUE BY 5 PM - FRIDAY, JANUARY 8TH, 2026

Dear Fellow Realtor and or Buyer:

Thank you so much for your interest in: **65 38th St, Irvington, NJ 07111**

Note: We have received multiple offers - Your cooperation in making the offer period as streamlined as possible is greatly appreciated! Offers will be managed, as follows:

**Highest and Best offers are due - Friday January 8th, 2026 @ 5:00pm EST
and should be reflective on the information contained in this email.**

Seller: The Seller is looking for offers based upon the following:

- 1.A contract with the overall highest selling price aka net proceeds to the seller
- 2.Fast Attorney Review - (we are looking to be out of attorney review on or before Thursday, January 15th, 2026)
- 3.Fast Closing - Preferred Closing date on or before 02/09/2026 (counting attorney review)
- 4.A short mortgage contingency period (5 -7 days max) OR you can add “no mortgage contingency” could be added to section 43 section of contract.
- 5.Strongest terms - (All home inspections to be completed within **5 calendar days**—post attorney review)

The Sellers preferred terms or “**wish list**” are, as follows:

**PLEASE INCORPORATE FROM BELOW IN THE
ADDITIONAL CONTRACT PROVISIONS, SECTION 43**

- 1.Contract to specify that “The purchase of this property is NOT contingent on the sale of any real property.
- 2.For offers above list price, seller requests buyers to Waive the appraisal contingency or bridge the appraisal gap.
- 3.Inspection issues requested to be limited to Structural, Mechanical and Environmental.

4. This property is being sold strictly AS-IS
5. The buyer's agent represents that they do not currently have any offers submitted on other properties.
6. If using an FHA mortgage, Sellers would appreciate buyers stating that they would be responsible for any FHA appraisal related repairs.
7. The Buyer(s) agrees to receiving a cross-qualification by the preferred lender ([SEE VIDEO](#)) than selected two by the business seller days no later from the conclusion of attorney review. The buyer agrees to provide the cross qualifying lender with the required information to issue a lending determination subject to the contract terms herein. (note - the lender is normally able to complete the cross-qualification process in a day). **HOWEVER, the buyer IS UNDER** no obligation to close with the cross-qualifying lender. If the cross qualifying lender determines they are not able to approve the buyer based upon the contract terms herein, then at the sole determination of the seller the contract can be terminated immediately, and all deposit monies returned to the buyer. Additionally, the buyer and the buyer's agents represent they have reviewed the cross qualification notice that was provided.

EQUALLY IMPORTANT:

1. An Earnest Money Deposit (Bank Check or Wired Funds) with contract offer NO LATER THAN 24 hours of accepted offer. We can't stress how important this is! NOTE this can be provided to your Agent/ Broker, Buyers Attorney or Sellers Attorney.
2. Additional Deposit due 3 days from end of Attorney Review.
3. We would expect to be out of Attorney Review by no later than Thursday, January 15th, 2026 or sooner.
4. A short mortgage contingency period (5 - 7 days max) OR you can add "no mortgage contingency" could be added to section 43 section of contract.
5. Preferred Closing date 02/09/2026 to 02/13/2026 (counting attorney review)
6. All home inspections to be completed within 5 calendar days—post attorney review.

Extremely important - Required items to be included with the offer:

**UPLOAD THE BUYER'S REQ DOCUMENTS TO THE OFFER
SUBMISSION ENGINE.**

Upload the Items below to www.6538thstreet.com/submit-offer

1. The contract typed and not handwritten.
2. Proof of funds (must include proof of down payment, estimate closing costs and appraisal gap if offer amount is greater than the sales price)
3. Pre-Approval letter
4. Signed cross-qualification notice ([SEE PAGE 4](#))
5. Buyer's Attorney information with offer embedded in the email.

Please note:

1. **Contracts with “escalation clauses” will NOT be honored and stricken in attorney review by the seller’s attorney.**
2. **Also, should buyer’s attorney try to change any of the additional contract terms in section 43, the contract will likely be terminated immediately, this includes changing deposit timelines, appraisal language, most especially.**

Cross- Qualification Explanation and Notice

This document is being provided to ensure the buyer's agents, attorneys and the buyer are familiar with what a cross-qualification is, and what it is not and why it is being requested.

The reason: is simply to ensure you the buyer's offer and terms as submitted per the contract are able to be closed based upon the mortgage guidelines pursuant to your offer (Conventional = Fannie Mae, Freddie Mac) FHA, or VA mortgage guidelines. A typical pre-approval is not looking for the same level of detail required by the aforementioned guidelines. This may result in the buyer and seller being told the bad news days or weeks later and this adversely impacts the seller.

Who is requiring the cross-qualification - (Listing Agent or The Seller): The Seller is requiring the cross-qualification only for the purpose of selecting the best offer.

First - You don't have to:

1. You don't have to agree to the cross-qualification. However, be advised your seller may just move on to a different offer.
2. Close with the cross-qualification lender. You can close with any lender of your choice provided a favorable outcome from the selected cross-qualification lender.

What it is, what to expect: - please see the links below:

1. [Buying a home you might be asked to do a cross qualification. This is what it's about](#)
2. [LinkedIn - Importance of Cross-Qualifying](#)
3. [Video - What a cross-qualification](#)
4. [Video - What is Cross Qualification? — Stephens Real Estate \(cameronstephensre.com\)](#)
5. [Can a home seller legally require me to qualify with their lender? - Gary Kent Real Estate](#)
6. [5 Secrets to Get Your Offer Accepted Today - The Mortgage Hub \(themtghub.com\)](#)
7. [Cross Qualification Information | Gem Mortgage \(lendingbetter.net\)](#)

I/we the buyer and or buyers – have read the above and AGREE to proceed with a cross-qualification ONLY IF our offer is accepted and per the terms of section 43 in the contract.

Name _____ / _____
Date

Name _____ / _____
Date

I/we the buyer and or buyers – have read the above and DON'T AGREE to proceed with a cross-qualification. We request the cross-qualification clause be removed from section 43 of the contract IF our offer is accepted.

Name _____ / _____
Date

Name _____ / _____
Date

Agent Name _____ / _____
Date