

## Buy Direction Letter Real Estate Note

### Instructions and Guidelines

Use this form to purchase a note secured by real estate.

**Please follow these guidelines below:**

- Provide a copy of these instructions to the entity responsible for closing the transaction.
- When purchasing an asset for your account, it is imperative that the documents are properly titled. Incomplete documentation may result in processing delays and/or special handling charges. All documents must be vested as follows:
  - For IRAs, ESAs, HSAs: The Entrust Group, Inc. FBO [Client's Name] Account # [Entrust Acct. Number]**  
 Example: The Entrust Group, Inc. FBO John Smith Account #12345 or  
 Example: The Entrust Group, Inc. FBO John Smith Account #12345, [Percentage of ownership] % undivided interest
  - For Qualified Plans: [Trustee's Name], Trustee of [Plan Name] FBO [Client's Name, Entrust Acct. Number]**  
 Example: David Smith, Trustee of Little Angels Profit Sharing 401K Plan FBO John Smith Account #12345 or  
 Example: David Smith, Trustee of Little Angels Profit Sharing 401K Plan FBO John Smith Account #12345, [Percentage of ownership] % undivided interest
- Use Entrust's information when a lender's Tax ID or physical address is required on documents:
  - Tax ID: 82-3888192 (for Qualified Plans, use plan Tax ID)**
  - Address: The Entrust Group, Inc., 555 12<sup>th</sup> Street, Ste. 900, Oakland, CA 94607**
- All documents must be notated "**read and approved**" with a signature and date by the client on each page of the documents before sending them to Entrust for signature. Please do not sign the documents where a signature is required as Entrust must sign all documentation for the purchase on behalf of the client.
- Prior to funding, Entrust must receive all documents signed by all parties for recordkeeping and IRS audit purposes. If borrower or seller is an entity, entity formation documents are required to be sent along with the funding documents.
- The client must ensure that the documents are received by Entrust at least three business days prior to closing to allow for processing time. To expedite a transaction, documents must be received before noon (PST) for same day review prior to closing and a \$150 special handling fee applies.
- After the transaction has been funded, all documents (original Note, recorded Deed of Trust/Mortgage, Title Policy, and final Settlement Statement if applicable) must be returned to Entrust for safekeeping if there is no third-party loan servicer. If there is a third-party loan servicer, provide a copy of the documents to Entrust.

### Required Documentation

**For New Note and Seller Carry Back Note:**

1. Entrust's Buy Direction Letter Form\*
2. Promissory Note\*
3. Deed of Trust/Mortgage\*
4. Lender's Title Report

**For Existing Note:**

- \*Items 1-3, plus the following:
4. Title Policy
  5. Assignment of Deed of Trust/Mortgage
  6. Note Endorsement/Assignment *(if applicable)*
  7. Note Purchase Agreement *(if applicable)*
  8. Estimated Closing Statement *(if applicable)*

### Submission Options

SUBMIT BY FAX	SUBMIT BY EMAIL	SUBMIT BY MAIL
(510) 587-0960	Forms@TheEntrustGroup.com	The Entrust Group 555 12th Street, Suite 900 Oakland, CA 94607

## 1 Account Owner Information

NAME <i>(as it appears on your account application)</i>	ENTRUST ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS <i>(required)</i>	DAYTIME PHONE NUMBER	

## 2 Review Processing *(check one option)*

**NOTE: The review request does not guarantee the completion of the transaction.**

<b>OPTION #1</b> <input type="checkbox"/> NORMAL REVIEW REQUEST Documents are reviewed within approximately three (3) business days.	<b>OPTION #2</b> <input type="checkbox"/> EXPEDITED REVIEW REQUEST (\$150) Documents are reviewed within one (1) business day if received before noon (PST). Any documents received after noon (PST) will be reviewed by close of next business day.
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## 3 Entity Responsible for Closing the Transaction

### Escrow Company/Title Company/Attorney

COMPANY NAME	CONTACT NAME		
PHONE	FAX	EMAIL	
EXPECTED CLOSING DATE	FILE/ESCROW NUMBER		

## 4 General Asset Information

<input type="checkbox"/> NEW PURCHASE	<input type="checkbox"/> ADDITIONAL FUNDING <sup>1</sup>	<input type="checkbox"/> EXCHANGE
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<sup>1</sup> Additional funding is defined as sending more funds into an asset that is already held in your IRA for an additional percentage of ownership of the note.

## 5 Property Information

PARCEL NUMBER OR LOT/BLOCK NUMBER	PROPERTY ADDRESS		
CITY	STATE	ZIP CODE	

## 6 Borrower Information *(if multiple borrowers, include information for each)*

1. BORROWER NAME	BORROWER ADDRESS
2. BORROWER NAME	BORROWER ADDRESS

### 7 Note Information

<b>Collateral (select one)</b>				
<input type="checkbox"/> NOTE SECURED BY A DEED OF TRUST/MORTGAGE		<input type="checkbox"/> CONTRACT FOR DEED		
<b>Note Type (select one)</b>				
<input type="checkbox"/> CREATE NEW NOTE	<input type="checkbox"/> BUY EXISTING NOTE	<input type="checkbox"/> SELLER CARRY BACK FROM REAL ESTATE SALE <i>(complete and submit a Sell Direction Letter with this form)</i>		
PERCENTAGE OF OWNERSHIP OF THIS NOTE %		DOLLAR AMOUNT TO BE FUNDED \$		
NOTE AMOUNT <i>(face value of Note)</i> \$		PRINCIPAL BALANCE <i>(for existing Note)</i> \$		
IS THIS NOTE DISCOUNTED? (select one) <input type="checkbox"/> YES <i>(must submit Note Purchasing Agreement)</i> <input type="checkbox"/> NO				
<b>Note Payment Schedule (select one)</b>				
<input type="checkbox"/> AMORTIZED	<input type="checkbox"/> INTEREST ONLY	<input type="checkbox"/> BALLOON AT MATURITY		
<input type="checkbox"/> MONTHLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> OTHER <i>(please specify):</i>	
MATURITY DATE		INTEREST RATE OF THE NOTE %	PAYMENT AMOUNT \$	
<b>Loan Position (select one)</b>				
<input type="checkbox"/> FIRST POSITION	<input type="checkbox"/> SECOND POSITION	<input type="checkbox"/> THIRD POSITION	<input type="checkbox"/> OTHER <i>(please specify):</i>	
<b>Loan Servicer Information<sup>2</sup> (must submit Loan Servicing Agreement)</b>				
COMPANY NAME		PHONE NUMBER	LOAN NUMBER	
STREET ADDRESS		CITY	STATE    ZIP CODE	
<small><sup>2</sup> The loan servicer's role is to monitor payments made to the IRA. The Entrust Group does not service loans or monitor the timelines of the payments.</small>				

### 8 Funding Instructions

PLEASE SELECT YOUR FUNDING METHOD:  WIRE  CHECK  CASHIER'S CHECK

<b>For WIRE (Please complete the information below)</b>				
BANK NAME		PAYEE NAME		
BANK ABA/ ROUTING NUMBER	ACCOUNT NUMBER	PAYEE STREET ADDRESS		
ACCOUNT HOLDER NAME		CITY	STATE    ZIP CODE	
ADDITIONAL INFORMATION				

**Funding Instructions continues on the next page.**

### 8 Funding Instructions

**For CHECK and CASHIER'S CHECK** (Please complete the information below)

PAYEE NAME		PAYEE PHONE NUMBER	
PAYEE STREET ADDRESS		CITY	STATE ZIP CODE
<input type="checkbox"/> MAIL CHECK TO (If different from Payee Address)			
NAME		PHONE NUMBER (for overnight delivery)	
STREET ADDRESS		CITY	STATE ZIP CODE
<b>SEND CHECK VIA:</b>			
<input type="checkbox"/> Regular Mail		<input type="checkbox"/> Overnight Delivery (additional fee applies) <ul style="list-style-type: none"> <li><input type="checkbox"/> Overnight Delivery (charge my Entrust Account)</li> <li><input type="checkbox"/> Overnight Delivery (use third party billing)</li> </ul> Account #: _____ <input type="checkbox"/> FedEx <input type="checkbox"/> UPS	
ADDITIONAL INFORMATION			

### 9 Payment of Fees (select one)

**NOTE: ALL FEES ARE DUE AT TIME OF TRANSACTION. IF NO INDICATION IS MADE, FEES WILL BE DEDUCTED FROM YOUR UNDIRECTED CASH BALANCE. TRANSACTION WILL NOT BE PROCESSED UNLESS SUFFICIENT FUNDS ARE AVAILABLE.**

<input type="checkbox"/> ENTRUST ACCOUNT	<input type="checkbox"/> CHECK	<input type="checkbox"/> CREDIT CARD (complete section 11)
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### 10 Credit Card Information

CARD TYPE (choose one): <input type="checkbox"/> VISA <input type="checkbox"/> MASTER CARD <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER		
NAME AS IT APPEARS ON CARD	CARD NUMBER	SECURITY CODE
EXPIRATION DATE	BILLING ADDRESS	
CITY, STATE, ZIP		
By signing below, you authorize Entrust to charge your credit card for the fees associated with this transaction. Your request will be processed upon receipt of this form. You understand that inaccurate or incomplete credit card information or charges declined by the credit card issuer will delay the processing of the account transaction.		
<b>SIGNATURE:</b>		<b>DATE:</b>

### 11 Account Owner Signature and Investment Acknowledgment

**Prior to funding, all investment documents must be notated "read and approved" with your signature and date (for example, loan documents).**

I understand that my account is self-directed and that the Administrator and Custodian will not review the merits, legitimacy, appropriateness and/or suitability of any investment in general, including, but not limited to, any investigation and/or due diligence prior to making any investment, or in connection with my account in particular. I acknowledge that I have not requested that the Administrator and/or Custodian provide, and the Administrator and/or Custodian have not provided, any advice with respect to the investment directive set forth in this Buy Direction Letter. I understand that it is my responsibility to conduct all due diligence, including, but not limited to, search concerning the validity of title, and all other investigation that a reasonably prudent investor would undertake prior to making any investment. I understand that neither the Administrator nor the Custodian determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with these requirements.

I understand that neither the Administrator nor the Custodian is a "fiduciary" for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state or local laws. I agree to release, indemnify, defend and hold the Administrator and/or Custodian harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or claims by others, arising out of this Buy Direction Letter and/or this investment, including, but not limited to, claims that an investment is not prudent, proper, diversified or otherwise in compliance with ERISA, the IRC and/or any other applicable federal, state or local laws. In the event of claims by others related to my account and/or investment wherein Administrator and/or Custodian are named as a party, Administrator and/or Custodian shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Administrator and/or Custodian in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Administrator and/or Custodian, on demand by Administrator and/or Custodian, I will promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator and/or Custodian shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Administrator and/or Custodian will not be responsible to take any action should there be any default with regard to this investment.

I am directing you to complete this transaction as specified above. I confirm that the decision to buy this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability the Administrator and/or Custodian of my account under the foregoing hold harmless provision. I understand that no one at the Administrator and/or Custodian has authority to agree to anything different than my foregoing understandings of Administrator's and/or Custodian's policy. If any provision of this Buy Direction Letter is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect. For purposes of this Buy Direction Letter, the terms Administrator and Custodian include The Entrust Group, its agents, assigns, joint ventures, affiliates and/or business associates. I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

**I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions.** I acknowledge that neither the Administrator nor the Custodian has made or will make any determination as to whether this investment is prohibited under IRC §4975 or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all applicable federal, state, and local laws, regulations and requirements.

**Transactions will not be processed unless sufficient funds are available. If fees are being deducted from your account, the full amount of the transaction (plus fees) must be available before your transaction can be processed.**

**I have read and understand the disclosure above.**

<b>SIGNATURE:</b>	<b>DATE:</b>
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