

Real Estate Note Sell Direction Letter Instructions

Form Use

Use this form when doing a full or partial sale of a real estate note.

If you need assistance completing the form, please call us at:

888-322-6534 option 1

Fees and Processing

Asset sell fee: \$175

Wire fee: \$30

Check fee: \$7

Overnight delivery: \$30 *(if requested)*

Expedited review fee: \$100 *(if requested)*

IRAR processing time: 2-3 Days

Submission Options



Email

forms@iraresources.com



Fax

858-459-6565



Mail

IRA Resources, Inc.
1000 Broadway, Suite 350
Oakland, CA 94607

Instructions

Provide a copy of this document to the party(ies) responsible for closing the transaction. It is important that all documents are properly titled/vested in the name of the IRA.

Example: IRAR FBO [Client Name, Account#]

Refer to the recorded Deed of Trust/Mortgage for proper titling of the documents.

Use IRAR Trust Co. information when a seller's Tax ID or physical address is required on the documents.

IRAR Trust Co. Tax ID: 83-1624780

IRA Resources, Inc.
1000 Broadway, Suite 350
Oakland, CA 94607

Do not sign the documents where a seller's signature is required.

IRAR must sign all documentation for the sale on behalf of the client's account. Mark all applicable documents and acknowledge as "read and approved" before submitting to IRAR.

Have sales proceeds payable to:
IRAR Trust FBO [Client Name, Account#]

Mail check and settlement statement *(if applicable)* to IRAR. If sending proceeds via wire, see section 9.

Required Documentation to Complete Sale

- IRAR Sell Direction Letter
- Assignment of Deed of Trust/ Mortgage
- Note Endorsement/Assignment *(if applicable)*
- Note Purchase Agreement *(if applicable)*
- Estimated Closing Statement *(if applicable)*

IMPORTANT

You must have enough funds in your account to cover the closing costs and transaction fees. Lack of funds will delay your sale.



IRA RESOURCES, INC.

Real Estate Note Sell Direction Letter

1. ACCOUNT OWNER INFORMATION

Full Name (as it appears on your account application)	Account Number	Account Type
		<input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> SEP <input type="checkbox"/> SIMPLE <input type="checkbox"/> HSA <input type="checkbox"/> ESA
Email Address	Daytime Phone Number	

2. REVIEW AND PROCESSING

How Do You Want IRAR to Review Your Transaction? <i>(NOTE: The review request does not guarantee the completion of the transaction)</i>	
<input type="checkbox"/> Normal Review Request <i>Documents are reviewed within approximately three (3) business days</i>	<input type="checkbox"/> Expedited Review Request (\$100) <i>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</i>

3. TRANSACTION ACKNOWLEDGEMENT

Read the Information Below and Initial to Acknowledge

- Any disqualified party to the IRA may not receive compensation for providing services on this transaction, see [IRS Code Section 4975](#)
- If the buyer is an entity, its members cannot be disqualified persons or have had interest in the entity

Initial Here: ➔ _____ By initialing, I acknowledge that I have read and understand the transaction information above

4. INVESTMENT AND PROPERTY INFORMATION

Borrower(s) Name	Will There Be A Replacement? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>A replacement occurs when a note defaults and is exchanged for another asset. If yes, please complete and submit the appropriate Buy Direction Letter with this form.</i>	Percentage of Ownership %
Property Address	City	State Zip
Parcel Number or Lot/Block Number (if known)	Property Type <input type="checkbox"/> Single-Family <input type="checkbox"/> Multi-Family Residential (duplex, condo, etc.) <input type="checkbox"/> Commercial <input type="checkbox"/> Vacant Land <input type="checkbox"/> Foreign <input type="checkbox"/> Other:	

5. BUYER INFORMATION

List All Buyers and Include Information for Each Note

Full Name	Address	City	State	Zip
Email Address	Phone			
Full Name	Address	City	State	Zip
Email Address	Phone			

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6. TYPE OF SALE

6.1 Full Satisfaction of Note

If you select this option, this asset will be removed from your account once full payoff of funds are received. For the return of the original documents, overnight mail is required (if applicable; additional fee applies)

Contract Sale Price	Approximate Cash To Be Received
\$	\$

OR

6.2 Partial Satisfaction of Note

If you select this option, only the value of the asset and percentage of ownership will be adjusted. The asset will NOT be removed from your account until the full sale of the asset occurs.

Contract Sale Price	Approximate Cash To Be Received
\$	\$
New Asset Value	Indicate New Percentage of Ownership
\$	%

7. ENTITY RESPONSIBLE FOR CLOSING TRANSACTION

Escrow Company/Title Company/Attorney		Contact Name	
Phone Number	Fax Number	Email	
Expected Closing Date		File/Escrow Number	

8. OTHERS INVOLVED IN TRANSACTION

List the Names of Professionals or Parties Involved in This Transaction to Help Expedite Processing *(if applicable)*

Full Name	Company	Title	Phone Number
Email Address		Fax	
Full Name	Company	Title	Phone Number
Email Address		Fax	

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9. DOCUMENT DELIVERY INSTRUCTIONS

How Would you Like IRAR to Send Documentation of the Sale?			
<input type="checkbox"/> First Class Mail		<input type="checkbox"/> Overnight Delivery <i>(additional fee applies)</i>	
<input type="checkbox"/> Via Fax <i>(provide fax number):</i>		<input type="checkbox"/> Overnight Via my Account <input type="checkbox"/> FedEx <input type="checkbox"/> UPS <i>(provide account #):</i>	
Full Name	Email Address	Phone Number	
Street Address <i>(P.O Box not Acceptable)</i>	City	State	Zip

10. FUNDING INSTRUCTIONS

Indicate How IRAR Will Receive The Funds <i>(please provide these options to buyer)</i>	
<input type="checkbox"/> Check <i>(funds are available in 5 business days from day of receipt)</i>	<input type="checkbox"/> Incoming Wire Transfer <i>(funds are available next day)</i>
Please make check payable to IRAR Trust FBO (Your name and account number)	Citizens Business Bank 1010 E Colorado Blvd. Pasadena, CA 91106 IRAR Trust Company Routing/ABA #122-234-149 Credit Account: #674020961 For Further Credit to: (Your name and account number)
Mail To: IRA Resources 1000 Broadway, Suite 350 Oakland, CA 94607	

11. SPECIAL INSTRUCTIONS

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12. PAYMENT OF IRAR FEES

How Will You Pay for Transaction Fees?			
<i>If credit card is declined, fees will be debited from IRA. Transaction will NOT be processed unless fees are paid.)</i>			
<input type="checkbox"/> Debit IRAR Account		<input type="checkbox"/> Credit Card <i>(complete credit card information below)</i>	
Credit Card Type			
<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> American Express <input type="checkbox"/> Discover <input type="checkbox"/> Save this card to my account for future fees.			
Name As it Appears on the Card	Card Number	Expiration Date	Security Code
Billing Address	Billing City	Billing State	Billing Zip
By signing below, I authorize my credit card to be charged for the option(s) chosen above. I understand that inaccurate or incomplete credit card information or charges declined by the credit card issuer will delay the processing of the account transaction. Future changes to the option made above must be submitted in writing.			
Signature			Date
➔			



IRA RESOURCES, INC.

QUESTIONS? 888 322 6534
SUBMIT FORM: forms@iraresources.com

858 459 6565 fax

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13. ACCOUNT OWNER SIGNATURE AND ACKNOWLEDGEMENT

Prior to the completion of the sale, all transaction documents must be notated "read and approved" with your signature and date.

IRAR Trust Company is acting solely as a passive custodian to hold retirement account assets and in no other capacity. IRAR Trust Company 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. I acknowledge that I have not requested that IRAR Trust Company provide, and IRAR Trust Company has not provided, any advice with respect to the investment directive set forth in this Sell Direction Letter. I understand that it is my responsibility to conduct all due diligence, including but not limited to: any and all investigation that a reasonably prudent investor would undertake prior to making or selling any investment. I understand that IRAR Trust Company will not 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 the risks associated with this investment and performed the due diligence I deemed necessary on the investment itself to ensure compliance with these requirements. I also understand and agree that IRAR Trust Company will not be responsible to take any action should there be any default regarding this investment.

I understand that IRAR Trust Company is not 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 IRAR Trust Company, and its respective officers, directors, managers, members, employees, agents, owners, representatives, affiliates, and successors harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines, and/or claims by others, arising out of this Sell 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 IRAR Trust Company is named as a party, IRAR Trust Company 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, costs, and internal costs (collectively "Litigation Costs"), incurred by IRAR Trust Company in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by IRAR Trust Company, on demand, I will promptly reimburse IRAR Trust Company the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, IRAR Trust Company 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 am directing you to complete this transaction as specified above. I confirm that the decision to sell this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability IRAR Trust Company under the foregoing hold harmless provision. I understand that no one at IRAR Trust Company has authority to agree to anything different than my foregoing understandings of IRAR Trust Company's policy. If any provision of this Sell 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. 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.

If fees are being deducted from your account, the full amount of the fees must be available before your transaction can be processed.

IRAR Trust Company does not provide tax, legal, or investment advice. It does not endorse or recommend any agent, company, or specific investment. Any information communicated by IRAR Trust Company is solely for educational purposes and should not be construed as tax, legal, or investment advice. Consultations with tax, legal, and investment professionals is advised prior to making any decisions regarding your account.

I have read and understand the disclosure above.

Table with 2 columns: ACCOUNT OWNER SIGNATURE and DATE. The signature field contains a green arrow icon.

Submission Options

Table with 3 columns: FAX, EMAIL, and MAIL. FAX: (858) 459-6565; EMAIL: forms@iraresources.com; MAIL: IRA Resources, 1000 Broadway, Suite 350, Oakland, CA 94607.