

Real Estate Sell Direction Letter Instructions

Form Use

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

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


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 Trust FBO [Client Name, Account#]

Refer to the recorded Warranty/Grant Deed 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 IRA Resources.

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

If the property has recurring payments set-up, such as loan payments or HOA dues, the client must provide written instructions to discontinue the automatic payments.

Required Documentation to Complete Sale

- IRAR Sell Direction Letter
- Purchase Contract
- Warranty/Grant Deed
- Preliminary Title Report/Title Commitment
- 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.

Real Estate 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? *(NOTE: The review request does not guarantee the completion of the transaction)*

<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>
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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](#)
- Earnest Money Deposit (EMD) for this sale must be deposited to IRAR account or sent to title/closing company
- Account must have sufficient funds to cover closing cost (if applicable) and IRAR fees available before the transaction can be processed
- 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. TYPE OF SALE

 Full Sale of Real Estate

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 \$ _____

 Partial Sale of Real Estate

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 \$	New Asset Value \$	Percentage of Ownership	%
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5. INVESTMENT INFORMATION

Investment 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:		
Is There a Carry Back Note?	Indicate Percentage of Ownership of this Property	Is the Property Debt Financed?	
<input type="checkbox"/> Yes (complete Buy Direction Letter for Real Estate Note and submit with this form) <input type="checkbox"/> No	%	<input type="checkbox"/> Yes (complete section 6) <input type="checkbox"/> No (skip to section 7)	



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6. CURRENT LOAN/LENDER INFORMATION

List All Lenders and Include Information for Each (if applicable)

Form with 4 columns: Lender Name/Company, Address, City, State, Zip. Includes rows for Lender 1 and Lender 2, each with an Email Address and Phone field.

7. BUYER(S) INFORMATION

Form with 4 columns: Full Name, Company (if applicable), Title, Phone Number. Includes rows for Buyer 1 and Buyer 2, each with an Email Address and Fax field.

8. ENTITY RESPONSIBLE FOR CLOSING TRANSACTION

Form with 4 columns: Escrow Company/Title Company/Attorney, Contact Name, Phone Number, Fax Number, Email. Includes fields for Expected Closing Date and File/Escrow Number.

9. ACCOUNT OWNER'S AGENT/ATTORNEY/OTHER(S) INVOLVED IN TRANSACTION

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

Form with 4 columns: Full Name, Company, Title, Phone Number. Includes rows for Agent 1 and Agent 2, each with an Email Address and Fax field.



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10. SELLER CLOSING COSTS

Are Funds Due to Escrow? [] Yes (complete this section) [] No (skip to section 12)
How Would You Like to Have the Funds Delivered? (check one)
1. [] Wire
Bank Name Bank ABA/Routing Number
Account Name Account Number
Reference Number Amount Due to Escrow \$
2. [] Check 3. [] Cashier's Check (overnight delivery required)
Payee Name Phone Number (required for cashier's check)
Payee Street Address City State Zip
How Would You Like the Check or Cashier's Check Delivered?
[] First Class Mail [] Overnight Delivery (additional fee applies) [] Bill to Third Party — Overnight Delivery
[] FedEx [] UPS (provide account #):
[] Mail Check to an Address Different From Payee (enter name below) Phone Number (required for overnight check)
Street Address City State Zip

11. SPECIAL INSTRUCTIONS

Empty box for special instructions.

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12. PAYMENT OF IRAR FEES

How Will You Pay for Transaction Fees?

*If credit card is declined, fees will be debited from IRA. Transaction will **NOT** be processed unless fees are paid.*

 Debit IRAR Account

 Credit Card (complete credit card information below)

Credit Card Type

 Visa Master Card American Express Discover 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



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.

ACCOUNT OWNER SIGNATURE

DATE

