

Real Estate Note: Buy Direction Letter Instructions

Form Use

Use this form when purchasing a note secured by real estate.

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

888-322-6534 option 1

Fees and Processing

Asset purchase fee: \$175

Check fee: \$10

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.
100 Pringle Ave, Suite 650
Walnut Creek, CA 94596

IMPORTANT

You must have enough funds in your account to cover the investment purchase and transaction fees. Lack of funds will delay your purchase.

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#]

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

IRAR Trust Co. Tax ID: 83-1624780

IRA Resources, Inc.
100 Pringle Ave, Suite 650
Walnut Creek, CA 94596

Do not sign the documents where a buyer's or lender's signature is required.

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

All executed documents (original Note, Recorded Deed of Trust/Mortgage, Title Policy, and Final Settlement agreement if applicable) must be returned to IRAR.

Required Documentation By Note Type

For New Note and Seller Carry Back Note

- Real Estate Note Buy Direction Letter
- Promissory Note
- Deed of Trust/Mortgage
- Lender's Title Commitment or Preliminary Report
- Closing/Lender's Instructions (*if applicable*)

For Existing Note

- Real Estate Note Buy Direction Letter
- Promissory Note
- Deed of Trust/Mortgage
- Title Policy
- Assignment of Deed of Trust/Mortgage
- Note Endorsement/Assignment (*if applicable*)
- Note Purchase Agreement (*if applicable*)
- Estimated Closing Statement (*if applicable*)

Real Estate Note: Buy 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	<input type="checkbox"/> Expedited Review Request (\$100)
<i>Documents are reviewed within approximately 2-3 business days.</i>	<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
<ul style="list-style-type: none"> Any disqualified party to the IRA may not receive compensation for providing services on this transaction. See IRS Code Section 4975 Account must have sufficient funds available before the transaction can be processed If the IRA is partnering with another party(ies) in the purchase, add the divided ownership percentage to the vesting/title If the borrower 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

<input type="checkbox"/> New Purchase	<input type="checkbox"/> Additional Funding <i>This is when you add funds for an additional percentage of ownership of an existing asset.</i>	<input type="checkbox"/> Exchange	
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. BORROWER INFORMATION

List All Borrowers and Include Information for Each				
Full Name	Address	City	State	Zip
Email Address	Phone			
Full Name	Address	City	State	Zip
Email Address	Phone			

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6. NOTE INFORMATION

1. Collateral Type <i>(check one)</i>			
<input type="checkbox"/> Note Secured by a Deed of Trust/Mortgage		<input type="checkbox"/> Contract for Deed	
Note Type <i>(check one)</i>			
<input type="checkbox"/> New Note	<input type="checkbox"/> Purchase Existing Note	<input type="checkbox"/> Seller Carry Back from Real Estate Sale <i>(complete a Sell Direction Letter and submit along with this)</i>	
Percentage of Ownership	Amount of note <i>(face value)</i>	Amount to be Funded	Principal Balance <i>(for existing note)</i>
	\$	\$	\$
Loan Position <i>(check one)</i>			
<input type="checkbox"/> First Position	<input type="checkbox"/> Second Position	<input type="checkbox"/> Third Position	<input type="checkbox"/> Other— <i>please specify</i>

2. Is This Note Discounted? <i>(check one) This is when the note is purchased at a lower price than its face value or outstanding balance</i>	
<input type="checkbox"/> Yes <i>(if so, provide Note Purchasing Agreement)</i>	<input type="checkbox"/> No

3. Note Payment Schedule		
<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	Payment Amount
		\$

4. Loan Servicer Information <i>(if applicable)</i>			
IRAR must sign servicing agreement. The Loan Servicer's role is to monitor payments made to the IRA, IRAR does not service the loan or monitor the timeliness of payments.			
Contact First Name	Contact Last Name	Email Address	
Company Name		Phone Number	Loan Number
Address	City	State	Zip

7. ENTITY RESPONSIBLE FOR CLOSING TRANSACTION

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

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8. ACCOUNT OWNER'S AGENT/ ATTORNEY INVOLVED IN TRANSACTION

List the Name of Professional Party Involved in This Transaction to Help Expedite Processing *(if applicable)*

Full Name	Company	Title	Phone Number
Email Address	Fax		

9. DELIVERY INSTRUCTIONS

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	

2. ☐ Check

3. ☐ Cashier's Check *(overnight delivery required)*

Payee Name	Phone Number <i>(required for cashier's check)</i>		
Payee Street Address	City	State	Zip
How Would You Like the Check Delivered?			
<input type="checkbox"/> First Class Mail	<input type="checkbox"/> Overnight Delivery <i>(additional fee applies)</i>	<input type="checkbox"/> Bill to Third Party — Overnight Delivery <input type="checkbox"/> FedEx <input type="checkbox"/> UPS <i>(provide account #):</i>	
<input type="checkbox"/> Mail Check to an Address Different From Payee <i>(enter name below)</i>		Phone Number <i>(required for overnight check)</i>	
Street Address	City	State	Zip

10. SPECIAL INSTRUCTIONS

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IRA RESOURCES, INC.

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

858 459 6565 fax

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11. 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

Signature

Date



12. ACCOUNT OWNER SIGNATURE AND ACKNOWLEDGEMENT

Prior to funding, all transaction documents must be notated "read and approved" with your signature and date (for example: deed of trust/mortgage deed, promissory notes, etc.).

I understand that my account is self-directed and that 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 in particular. 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 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 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 I 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 with regard to 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 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 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 confirm that this purchase does not include any illegal or impermissible investments under South Dakota or Federal law, including, but not limited to, holdings of marijuana or other illegal substances, illegal gambling, or illegal artifacts.

I am directing IRAR Trust Company 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 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 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. 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.

Transactions with insufficient funds will not be processed until sufficient funds are received. 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.

ACCOUNT OWNER SIGNATURE

DATE

