



# CONTRACTING ON REAL PROPERTY

## Procedure Sheet

(For Purchase of Real Estate)

### Offer Submission

Ensure all offers, counter-offers, & addendums are written in the name of:  
Entrust Administration Services, Inc. FBO <your name> IRA

1. You sign all offers, counter-offers, & addendums and negotiate the purchase.

### Contract Acceptance & Deposit Funding

1. Obtain acceptance from the Seller.
2. Submit the following to Entrust:
  - a. Buy Direction Letter (Complete: General Asset Information and Section A)
  - b. Signed Contract
3. Entrust will review the contract and buy direction letter.
4. Entrust will execute the contract.
5. Entrust will generate a deposit check and send it to the location indicated on the buy direction letter within 1 business day.
6. Entrust will send the contract back to you and/or your designees such as a realtor or other parties (*please use section D. Special Instructions to indicate additional parties*)

### Before submitting documents to Entrust please ensure:

1. Your Self-Directed IRA with Entrust has been established
2. Your IRA has cleared funds available to make the investment
3. All investments have been titled in the name of your IRA:  
*Entrust Administration Services Inc FBO (Client Name) IRA #*
4. All places containing investors address use:  
*1064 Greenwood Blvd, Suite 312, Lake Mary, FL 32746*

**\*Entrust CANNOT close on any investment assigned from or titled in the name of a disqualified party, including yourself**

#### All documents can be sent to Entrust:

By Mail to:	By Fax to:	By Email to:
Entrust Administration Services, Inc. 1064 Greenwood Blvd. Ste 312 Lake Mary, FL 32746	321-275-0475	<a href="mailto:documents@entrustfl.com">documents@entrustfl.com</a>



# Buy Direction Letter

*For office use only*

**Note – Indicate whether this direction letter:**

- is the original  supersedes the direction letter sent on date: \_\_\_\_\_/time: \_\_\_\_\_  
 is the original faxed on this date \_\_\_\_\_ / time: \_\_\_\_\_ to FAX number \_\_\_\_\_

If you will be using funds from other accounts and/or ualified plans administered by us, please use separate Buy Direction Letters for each IRA and/or ualified plan. You may photocopy this form for this use.

**Administrator:** \_\_\_\_\_

The name of the company that performs record keeping and administration of your plan on behalf of the current custodian.

**Form Instructions:**

1. Please complete General Asset Information section.
2. Locate your asset type within this document and complete that section.
3. Sign and date this form, and return the original signed copy to your local Entrust office.
4. Maintain a copy for your records.

## General Asset Information

<b>1. Name</b> (as it appears on your account application)	<b>2. Account number</b>	<b>3. Account Type</b>

**4. Escrow/Title Co./Attorney(s)** Entity(ies) responsible for closing the transaction between account and the Seller. If multiple entities, please include all names. Include contact names, phone and fax numbers.

**I hereby authorize and direct the administrator and/or custodian to BUY the following asset for my account:**

**5. Asset name, description or property address.** Describe the asset here. Provide the full physical address which appears on the current deed or tax records (if purchasing real estate, notes) or the name that the seller provides in a prospectus or offering. If stocks, bonds, or other securities, please include the CUSIP or ticker symbol.

**6. Fees to be paid by:** All fees due at time of transaction. If no indication is made, fees will be deducted from your uninvested cash balance if available.

<b>Choose One:</b> <input type="checkbox"/> Your Account <input type="checkbox"/> Check	<input type="checkbox"/> <b>Credit Card</b> Card Type: _____ Card Number: _____ Exact Name on Card: _____ Security Code: _____ Exp Date: _____ Billing Address: _____ City: _____ State: _____ Zip: _____ Signature: _____
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**7. Delivery instructions.** Please provide complete delivery instructions for your payment, including name, address, city, state and zip. Incomplete instructions will delay payment for your asset, or misdirect funds. Such instructions are supplied by the seller of the asset.

**Choose One**  Wire (Please complete wiring instructions)  Make check payable to Payee/Seller \_\_\_\_\_  
 Payee/Seller Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## A. Real Estate Complete this section if purchasing real estate

<b>A1. A.P.N #/legal description:</b> If used, must agree with documents we will sign on your accounts behalf. Please attach legal description, if needed.	<b>A2. Total purchase price (contract price)</b> The total purchase amount of the property minus settlement and other charges. If this changes, please send in addendum to update this information. Additional Settlement Charges may be listed on Escrow Instructions.	<b>A3. Deposit amount</b> (Funded by the Administrator to Escrow) The amount you would like us to fund into an escrow account for the purchase of this property. This amount will appear on your settlement statement. Do not fund escrow from personal funds, as this may be a disqualifying event. \$
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<b>A4. Percentage of ownership %</b> Percentage for this account.	<b>A5. Is the property to be mortgaged?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, complete a Payment Authorization.
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## B. Notes Complete this section if making a note purchase

**I hereby authorize and direct the administrator and/or custodian to BUY the following asset for my account:**

- Buy existing note  Create new note  Carry back from a real estate sale  Unsecured note  
 Note secured by \_\_\_\_\_

<b>B1. Borrower(s) name(s)</b> If more than one borrower, include all names.	<b>B2. Borrower's address</b> Address where payment coupons/borrower notices are sent.
<b>B3. Telephone no.</b> Borrower's telephone number	<b>B4. Social security number of payor</b> Payor's S.S.N. for Mortgage Interest (1098 Purposes)
<b>B5. Property address</b> If this note is secured by a piece of property, please provide the physical address which appears on the current deed or tax records.	

# Buy Direction Letter

<b>B6. Your percentage of ownership of this note</b>		<b>B7. Dollar amount to be funded</b>	<b>B8. Note amount</b> <i>Face amount of Note.</i>
%			\$
<b>B9. Principal balance</b> <i>For existing note:</i>	<b>B10. Frequency</b>		<b>B11.</b>
\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Other		<input type="checkbox"/> Amortized <input type="checkbox"/> Interest Only
<b>B12. Interest Rate</b>	<b>B13. Payment amount</b>	<b>B14. Maturity date</b> <i>Including extensions</i>	
<b>B15. Name, address and phone number of loan servicer ( <input type="checkbox"/> check if IRA holder is loan servicer):</b>			
<b>B16. Administrator MUST be in receipt of the original note prior to funding.</b>			
<b>C. General Buy Direction Authorization - Complete this section if purchasing assets other than real estate or notes</b>			
<b>C1. Quantity</b> <i>(Number of shares, units, etc.)</i>	<b>C2. Price</b> <i>(Per number of shares, units, etc.)</i>	<b>C3. Total purchase price</b> <i>(Quantity times price)</i>	
	\$	\$	

**D. Special Instructions**

**E. Prior to funding, all transaction documents must be notated "read and approved" with your signature and date.** *(For example, subscription documents, real estate closing documents, promissory notes.)*

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 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, licensees, franchises, affiliates and/or business partners. 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.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please read the disclosure above the signature line before signing and dating.

