



# Sterling Trust

## REAL ESTATE DIRECTION OF INVESTMENT FORM



**PLEASE NOTE:**  
**YOU MUST SUBMIT SUPPORTING  
DOCUMENTS WITH THIS FORM**



One of the following documents must be submitted with this *Direction of Investment* packet. A copy of the :

- Purchase Agreement,
- Settlement Statement, or
- Preliminary Statement
- If debt financed, the Amortization Schedule and copy of the Non-Recourse Note



### GENERAL INFORMATION

This *Direction of Investment* form provides all of the information necessary to make a formal investment request. This request is necessary before an investment can be made using a self-directed retirement account. Please be sure the following 3 Items are in effect before this *Direction of Investment* is returned to Sterling Trust:

- The Sterling Trust retirement account has been established.
- Funds are available to make an investment.
- An IRA investment has been found.



### WHEN TO USE THIS FORM

The purpose of this Real Estate *Direction of Investment* form is to initiate an Individual Retirement Account (IRA) investment for one of the following:

- Real Property
- Short Sales
- Wholesaling

If the investment that you are purchasing is not listed above, this form may not be the correct form for your purchase. For assistance please contact a Client Services Representative at 800-955-3434 (Option 2) or 254-751-1505 (Option 2).



### SUBMISSION OPTIONS

#### OVERNIGHT

Sterling Trust  
7901 Fish Pond Road  
Waco, TX 76710

#### BY FAX

254-751-0872

#### REGULAR MAIL

Sterling Trust  
P.O. Box 2526  
Waco, TX 76702-2526

#### BY E-MAIL

[IRAServices@SterlingTrustCompany.com](mailto:IRAServices@SterlingTrustCompany.com)

DO NOT FAX OR MAIL THIS COVER PAGE





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 Waco, TX 76702-2526  
 PHONE: 800-955-3434 (option 2), 254-751-1505 (option 2)  
 FAX: 254-751-0872  
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PLEASE PRINT CLEARLY. A DELAY IN PROCESSING MAY OCCUR IF INSTRUCTION IS UNCLEAR.

**1 LIST YOUR RETIREMENT ACCOUNT INFORMATION**

ACCOUNT HOLDER NAME	ACCOUNT NUMBER
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**2 INVESTMENT INFORMATION**

<input type="checkbox"/> New Purchase	<input type="checkbox"/> Additional Purchase*
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PARCEL NUMBER	CONTRACT PRICE OF THE PROPERTY \$		
ADDRESS	CITY	STATE	ZIP CODE

WHAT PERCENTAGE OF OWNERSHIP WILL YOUR ACCOUNT HAVE IN THIS PROPERTY? \_\_\_\_\_%

WILL THIS PROPERTY PRODUCE RENTAL INCOME?  YES  NO

**RENTAL INCOME PAYMENTS** All rental payments must be accompanied by a deposit coupon. All payments without a coupon will be returned.

**3 WILL PROPERTY HAVE DEBT FINANCING?**

<input type="checkbox"/> YES, this property will have a mortgage.	<input type="checkbox"/> NO, this property will NOT have a mortgage.
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**LIST THE LENDER INFORMATION:**

LENDER NAME	LOAN NUMBER		
ADDRESS	CITY	STATE	ZIP CODE

**UNRELATED BUSINESS INCOME TAX** Property purchased by your retirement account using debt financing may be subject to Unrelated Business Income Tax. For further information, contact you tax professional or CPA. You may also visit [www.IRS.gov](http://www.IRS.gov) for additional information; see Form 990-T instructions.

**RECURRING MORTGAGE PAYMENTS** In order to have Sterling Trust handle a recurring mortgage payment, all payments must be for the same amount. Real Estate Tax Bills cannot be placed on a recurring payment. Sufficient funds must be in the account in order to make payment. To set up recurring mortgage payments, an *Expense Payment Authorization "Bill Pay"* form must be completed.

**4 DO YOU HAVE DOCUMENTS THAT NEED TO BE SIGNED?**

<input type="checkbox"/> YES, this investment has documents that need signing.	<input type="checkbox"/> NO, this investment does not have any documents that need to be signed.
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**DOCUMENT PROCESSING FEES** The Document Processing Fee is \$5.00 - For documents requiring a notary.

**LIST THE TITLE(S) OR NAME(S) OF THE DOCUMENT(S) THAT REQUIRE SIGNING:**

1)	2)
3)	4)
5)	6)

**IF MORE LINES ARE NECESSARY** To list additional documents, attach a separate sheet titled "Addendum A".



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Account Number \_\_\_\_\_

**5 DO YOUR DOCUMENTS SHOW PROPER OWNERSHIP?**

- ◆ I am making an Investment titled directly to my IRA. (Investment titling shown in "Quotations")  
**"EQUITY TRUST COMPANY, d.b.a. STERLING TRUST CUSTODIAN FBO ACCOUNT HOLDER'S NAME IRA"**
- ◆ I am making an Investment titled directly to my account and my account will be less than 100% owner. (Investment titling shown in "Quotations") **"EQUITY TRUST COMPANY, d.b.a. STERLING TRUST CUSTODIAN FBO ACCOUNT HOLDER'S NAME IRA, PERCENTAGE OF NOTE OWNED BY ACCOUNT %, UNDIVIDED INTEREST"**

**TITLING** When purchasing an asset for your account, it is imperative that it is properly titled. Sterling Trust will not accept any investments which are not properly titled.

**6 INVESTMENT FUNDING INFORMATION**

**AVAILABLE CASH FUNDS** Cleared funds must be available in order to make an investment.

<input type="checkbox"/> <b>SEND FUNDS BY WIRE</b> (\$30.00 DOMESTIC/\$50.00 INTERNATIONAL)			
REQUESTED AMOUNT OF FUNDS			
\$			
BANK NAME		BANK PHONE NUMBER	
ABA ROUTING # (9 DIGITS)		ACCOUNT NUMBER	
FOR CREDIT TO		FOR FURTHER CREDIT TO	

<input type="checkbox"/> <b>SEND FUNDS BY CHECK</b>			
REQUESTED AMOUNT OF FUNDS			
\$			
MAKE CHECK PAYABLE TO			
MAIL CHECK TO			
ADDRESS		CITY	STATE ZIP CODE
<input type="checkbox"/> CASHIER'S CHECK* (\$50.00)		<input type="checkbox"/> REGULAR CHECK OVERNIGHT MAIL (\$25.00)	<input type="checkbox"/> REGULAR CHECK REGULAR MAIL (NO CHARGE)

\*Overnight Mail Required

**7 DELIVERY INSTRUCTIONS**

**HOW WOULD YOU LIKE DOCUMENTS SENT?**  
 All processed documents will be mailed to the address listed below. If you would like to have the documents faxed or emailed before they are mailed, please complete the fax\* and/or e-mail\* sections along with the mail section. Sterling Trust can retain the processed documents in our safekeeping vault in lieu of mailing, but all documents must be completed and signed by all parties. \*Verify with Investment sponsor to determine if original documents are required.

<b>FAX</b>	FAX NUMBER	ATTENTION		
<b>MAIL</b>	MAIL TO			
	ADDRESS		CITY	STATE ZIP CODE
	<input type="checkbox"/> Send Overnight Mail (\$25.00)		<input type="checkbox"/> Send Regular Mail	<input type="checkbox"/> Mail Documents with the Check
	<input type="checkbox"/> Bill to Third Party: <input type="checkbox"/> FedEx <input type="checkbox"/> UPS		Third Party Account Number	Third Party Zip Code
<b>E-MAIL</b>	E-MAIL ADDRESS		ATTENTION	



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**8 PROCESSING (CHECK ONE OPTION)**

**OPTION #1**

**EXPEDITED PROCESSING SERVICE\*** (\$50.00)

If there is sufficient cash in your account to process the transaction, expedited processing requests will generally be completed in approximately 1 business day unless corrections are required.

*\*Although the feature does not guarantee same day service, it does guarantee that your request will be processed before other non-expedited requests.*

**OPTION #2**

**NORMAL PROCESSING SERVICE**

Normal investment processing will be completed in approximately 3 business days unless corrections are required.

**9 PAYMENT OF FEES**

How would you like to pay for any service related fees associated with this transaction? By checking the credit card box, you authorize Sterling Trust to charge this card for all service related fees associated with this transaction (if applicable).

Choose a payment method:

Credit Card:  VISA  MasterCard  Deduct Fees from Account  Check Enclosed

Card Number:

Expires:   /

**10 IMPORTANT! ACCOUNT HOLDER MUST CHECK ONE OF THE FOLLOWING**

- I represent that I am not related to or affiliated with the seller of the above referenced real property.
- I represent and disclose that I am related to or affiliated with the seller of the above referenced real property. Please specify the nature of this relationship below:

\_\_\_\_\_

IMPORTANT: Please Ensure That You Read The Following Disclosures Before You Sign And Date These Documents.

1. Equity Trust Company, d.b.a. Sterling Trust (Custodian) does not offer any investment advice, nor does it endorse any investment, investment product or investment strategy; and Custodian does not endorse any financial advisor, representative, broker, or other party involved with an investment selected by me. It is my own responsibility to perform proper due diligence with regard to any such representative, financial advisor, broker or other party. Any review performed by Custodian with respect to investment shall be solely for Custodian's own purposes of determining the administrative feasibility of the investment and in no way should be construed as an endorsement of any investment, investment company or investment strategy. In addition the acceptance of any investment should not be construed as an endorsement of any investment, investment company or investment strategy;
2. This investment is not FDIC insured and may lose value. In addition the investment selected by the undersigned may lack liquidity; may be speculative and involve a high degree of risk; and may result in a complete loss of the investment. Any loss sustained in my Retirement Account will not affect my retirement income standard; and if a mandatory distribution arises, I will have the ability through my IRA and/or other retirement accounts to meet any mandatory distribution requirements.
3. Neither Custodian nor any employee or agent of Custodian has selected or recommended any investment for me; and neither Custodian nor any employee or agent of Custodian has acted as a broker-dealer or salesperson in completing any purchase or sale of an investment of a security for me, except where Custodian may purchase or sell a publicly-held security on my behalf, at my own direction through its affiliate that receives a commission for such transaction.
4. Custodian is neither an agent nor a representative of any investment program or other entity in which or with which I may invest; and any salesperson, promoter, financial advisor, broker or other party involved in the purchase or sale of my investment shall be considered my own agent and representative and not the agent or representative of Custodian. Custodian has no duty or responsibility to investigate or make recommendations as to my choice of agent. Custodian shall not be responsible for or bound by any representations, warranties, statements or commitments made by such party.
5. Custodian is acting solely as a passive custodian to hold Retirement Account assets and in no other capacity, an affiliate may receive a commission in connection with the unsolicited purchase or sale of a publicly-traded security. Custodian has no responsibility to question any investment directions given by me or any appointed financial representative. I further understand that custodian does not compensate nor receive compensation from the undersigned chosen representative.
6. Custodian shall be under no obligation or duty to investigate, analyze, monitor, verify title to or otherwise evaluate any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property or otherwise) with respect to any assets or investment purchased by me. Custodian shall not be responsible to take any action should there be any default with regard to this investment.
7. It is not the responsibility of Custodian to review the prudence, merits, viability or suitability of any investment made by me or to determine whether the investment is acceptable under ERISA, the Internal Revenue Code or any other applicable law. I understand that certain transactions are prohibited in individual retirement accounts and qualified retirement plans under Section 4975 of the Internal Revenue Code. I further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. Custodian will make no determination as to whether my investment is prohibited. I further understand that should my Retirement Account engage in a prohibited transaction, my account will incur a taxable distribution as well as possible penalties. I represent to Custodian that I have consulted with my own legal and



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accounting advisors to ensure that my investment does not constitute a prohibited transaction and that my investment complies with all applicable federal and state laws, regulations and requirements including without limitation that the offering entity or individual is not a disqualified person under IRC 4975 (e) (2), nor a "party in interest" as defined in ERISA section 3 (14). In the event any investment for my retirement account produces taxable income (unrelated or debt financed) pursuant to IRC 511-514, I agree to prepare or have prepared for me, the required 990T tax form along with a direction of investment authorizing the custodian to pay taxes from my account. Forms need to be submitted to the Custodian for filing 5 days prior to the date on which they are due.

8. Custodian does not provide legal or tax services or advice with respect to my investment; and the undersigned releases and indemnifies, and agrees to hold harmless and defend Custodian in the event that my investment or sale of assets pursuant to the Direction of Investment violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine or tax imposed upon the IRA, Custodian or the undersigned.
9. Custodian shall be fully protected in acting upon any instrument, certificate or paper believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other copy, and Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.
10. The undersigned represents to Custodian that if my investment is a "security" under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws; and the undersigned releases and waives all claims against Custodian for its role in carrying out the instructions of the undersigned with respect to such investment. The undersigned acknowledges that the foregoing representation is being relied upon by Custodian in accepting the undersigned's direction of investment and agrees to indemnify Custodian with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or a breach of the foregoing representation.
11. The undersigned authorizes and directs Custodian to execute and deliver, on behalf of my Retirement Account, any and all documents delivered to Custodian in connection with my investment; and Custodian shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with this Direction.
12. Custodian shall only be responsible to comply with those investment directions given by the undersigned to purchase, retain and/or sell assets obtainable by Custodian "over-the-counter" or on a recognized exchange or otherwise, including, without limitation, bank deposits, real property, promissory notes and other indebtedness, mortgages, viaticals, securities, interests in partnerships and limited liability companies, accounts receivable, security interests, etc.; provided in each case that the investment may be obtained by Custodian and is compatible with its administrative and operational requirements and framework, as determined by Custodian, in its sole discretion. The undersigned agrees that any documents sent to the undersigned by Custodian in connection with my investment shall be deemed approved by the undersigned, unless written notice to the contrary is received by Custodian within five (5) days after delivery of such documents by Custodian. Custodian has no duty or responsibility to disburse any payment for my investment without my express direction. I agree to furnish Custodian with payment instructions utilizing Custodian's Direction of Investment form. Custodian

also has the right not to effect any transaction/investment which it deems to be beyond the scope of its administrative capabilities or expertise. Custodian has no responsibility to forward to me any documents or notifications regarding my investment and I agree that it is my own responsibility to assure delivery of all such notices and documents to me. Custodian shall have no duty or obligation to notify the undersigned with respect to any information, knowledge, irregularities or concerns of Custodian relating to my investment or my financial advisor, broker, agent, promoter or representative, except as to civil pleadings or court orders received by Custodian.

13. Custodian shall use reasonable efforts to acquire or sell investments in accordance with the directions of the undersigned within a reasonable period of time after Custodian has received an investment direction and Custodian shall make reasonable efforts to notify the undersigned if Custodian is unable or unwilling to comply with an investment direction. Custodian shall, subject to the foregoing, remit funds as directed, but has no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by me. The undersigned consents to the fee schedule of Custodian as in effect, as may be modified from time to time. The undersigned further directs Custodian to place all uninvested cash funds into United Western Bank until Custodian receives further direction. The undersigned understands that Valuations of illiquid assets (assets that are not traded on a public exchange) are generally reported at cost, or values provided to us by issuers, program sponsors, Retirement Account owners or estimates of value. These values are only for guidance or reporting purposes and should not be deemed an accurate representation of true fair market value of the asset. Where no readily available market information exists assets may be designated "not available".
14. Custodian's responsibilities and duties shall be limited to those expressly provided herein and under Custodian's IRA Adoption Agreement and/or custodial account agreement as in effect from time to time; and Custodian shall have no liability to the undersigned, whether for negligence, breach of fiduciary duty or otherwise, except for a breach of the terms of this Agreement, the IRA Adoption Agreement, or custodial account agreement of Custodian as may be in effect from time to time.
15. Any suit filed against Custodian arising out of or in connection with its role as custodian of the undersigned's Retirement Account shall only be instituted in the courts of Lorain County, Ohio; and the undersigned agrees to submit to such jurisdiction.
16. The undersigned agrees to reimburse or advance to Custodian, on demand, all legal fees, expenses, costs, fines and penalties incurred or to be incurred in connection with the defense, contest or prosecution of any claim made, threatened or asserted pertaining to the undersigned's investment through Custodian, including, without limitation, claims asserted by the undersigned, any state or federal regulatory authority or self regulatory organization.

The undersigned releases and indemnifies, holds harmless and defends Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorneys' fees) and responsibility for any loss resulting to the Retirement Account, the undersigned or to any beneficiary or incurred by Custodian, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with the above Direction or resulting from serving as Custodian hereunder.

My Retirement Account is self-directed and I, alone, am responsible for the selection, due diligence, management, review and retention of all investments in my account. I agree that the Custodian is not a "fiduciary" for my account, as said term is defined in the Internal Revenue Code, ERISA or any other applicable federal, state or local laws. I hereby direct the custodian, in a passive capacity, to enact this transaction for my account, in accordance with my adoption agreement.

**SIGN & DATE**

By signing below you are indicating you have read and understand the attached four (4) pages.

Signature of Account Holder \_\_\_\_\_ Date \_\_\_\_\_

Signature of Custodian \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_