

# THE EQUITY TRUST COMPANY

# TAX LIEN

## DIRECTION OF INVESTMENT



**STOP! IMPORTANT NOTICE  
REGARDING  
ONE TAX ID# COUNTIES**



Certain counties will only accept one investor per tax ID#. It is your responsibility as the self-directed retirement account owner to insure that the county where you intend to participate in an auction/sale will accept multiple investors per tax ID#. Be sure to contact the county you wish to purchase liens from to see if this is the case.

Currently Equity Trust Company is aware of the following counties which will only accept one investor per tax ID#:

- **Pinellas County, Florida**
- **Johnson County, Iowa**
- **Lancaster County, Nebraska**
- **Lee County, Florida**
- **Pima County, Arizona**
- **Black Hawk County, Iowa**
- **Waterloo County, Iowa**

If the county you wish to purchase liens from is in this category, your HSA will not be able to buy the tax liens directly. Contact Equity Trust Company at (440) 323-5491 for further information.



### GENERAL INFO

In order for you to make an investment with your self-directed retirement account, you must make a formal request to do so. This form allows you to make a formal investment request. Before you make any investments with your account, please make sure the following key points are true:

- **You have set up your Equity Trust Company retirement account.**
- **Your account has the funds available to make the investment.**
- **You have found an investment for your HSA.**



### WHEN TO USE THIS FORM

The purpose of the Tax lien Direction of Investment Form is used to initiate an investment on behalf of your individual retirement account of one of the following types:

- **Tax Lien Certificates**
- **Tax Deeds**
- **Auction / Sheriff Sale**

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 Service Specialist 440-323-5491 option 3 during normal hours of operation (8:30 a.m. to 7:00 p.m. EST)



### SUBMISSION OPTIONS

**BY FAX**  
(440) 366-3752

**OVERNIGHT**  
Equity Trust Company  
225 Burns Road  
Elyria, OH 44035

**REGULAR MAIL**  
Equity Trust Company  
PO Box 1529  
Elyria, OH 44036

**BY E-MAIL**  
help@trustetc.com

**DO NOT FAX OR MAIL THIS COVER PAGE**



Tax Lien | Direction of Investment

EQUITY TRUST COMPANY  
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ACCOUNT OWNER NAME		ACCOUNT NUMBER
E-MAIL ADDRESS	PRIMARY DAYTIME PHONE NUMBER	
FAX NUMBER	SECONDARY DAYTIME PHONE NUMBER	

**2 HOW DO YOU WANT THIS INVESTMENT PROCESSED? (CHOOSE ONE OPTION)**

**OPTION #1**  
**EXPEDITED PROCESSING SERVICE** (\$50.00)

Expedited investment processing requests will generally be completed in approximately 1 Business day. (Unless Corrections Are Required)

**OPTION #2**  
**NORMAL PROCESSING SERVICE**

Normal investment processing will be completed in approximately 3 Business Days. (Unless Corrections Are Required)

**PROCESSING INSTRUCTIONS** Processing begins on the business day your paperwork is received when it is received before 10:00 a.m. Eastern Standard Time. If paperwork is received after 10:00 a.m. EST, Administrative Processing will start the next business day. If your investment requires any corrections, investment processing will STOP until the proper corrections have been made. In order for Investment processing to resume on the day it was stopped, you must submit all corrections before 12:00 noon Eastern Standard Time (That Business Day).

**3 STOP! HAVE YOU TITLED YOUR INVESTMENT CORRECTLY? (CHOOSE ONE)**

I am making an Investment titled directly to my HSA and my HSA will be 100% owner. (Investment titling shown in "Quotations")  
**"EQUITY TRUST COMPANY CUSTODIAN FBO ACCOUNT OWNER NAME HSA"**

My HSA will be LESS than 100% owner in the investment or I am investing using my INDIVIDUAL 401(k) or QUALIFIED PLAN.  
**SEE INSTRUCTIONS FOR FURTHER DETAILS...**

**4 WHERE IS THE TAX LIEN AUCTION/SALE TAKING PLACE?**

COUNTY NAME	STATE	AUCTION/SALE DATE
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**5 LIST THE AMOUNTS REQUESTED FOR EACH CHECK AND CHECK MAILING INSTRUCTIONS:**

1) \$	4) \$
2) \$	5) \$
3) \$	6) \$
WHO SHOULD CHECKS BE MADE PAYABLE TO? (E.g. COUNTY NAME/TREASURE ETC.)	
TOTAL AMOUNT OF FUNDS YOU'RE REQUESTING? \$	NUMBER OF CASHIER'S CHECKS NEEDED

**FUNDING INFORMATION** Equity Trust Company will issue you a number of cashier's checks, made payable to the appropriate county authorities, for the purchase of tax liens. All cashier's checks must be sent via overnight delivery. Your account will be charged \$10 dollars for each check issued and \$18 dollars for the overnight service. Equity Trust Company will also send you a completed W-9. This IRS form is often requested by the county when acquiring a bidder number for your Retirement Account.

**AVAILABLE FUNDS** Funds must be available in order to make an investment. Funds are available to invest 7-Business Days after the deposit of a personal or business check. Funds are available immediately from the deposit of a cashier's check, money order or bank wire.

**WHERE SHOULD THE CASHIER'S CHECKS BE SENT? (NO POST OFFICES BOXES, PLEASE)**

NAME	CONTACT PHONE NUMBER
ADDRESS	CITY / STATE / ZIP CODE

**DELIVERY NOTICE** All cashier's checks must be sent via overnight delivery. (Overnight delivery charge \$18.00)

**SIGN & DATE****CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT'S COMPLETE, CONTINUE TO NEXT PAGE** ➔

Account Owner's Signature

Date



Custodian's Signature

Date

Tax Lien | Direction of Investment

EQUITY TRUST COMPANY  
A Leader In Self Directed**6 TAX LIEN SERVICING AGREEMENT (BETWEEN RETIREMENT ACCOUNT OWNER & INVESTMENT ENTITY)****WHO WILL BE SERVICING THIS TAX LIEN INVESTMENT? (CHECK ONE)**

- THE RETIREMENT ACCOUNT OWNER** will be acting as the Tax Lien Servicer.
- INDEPENDENT SERVICING AGENT** will be acting as the Tax Lien Servicer.

To purchase tax liens for a self directed Retirement Account, Equity Trust Company requires the appointment of a tax lien servicer. The servicer may be an independent purchasing agent or the Retirement Account owner, as long as the Retirement Account owner does not receive any compensation for performing this service. The agent will be responsible for providing the custodian with the necessary information to properly administer the account. The following agreement lists the responsibilities of the Retirement Account owner and/or the Tax Lien purchasing agent.

**! GENERAL RESPONSIBILITIES**

- A.** Ensure all liens are titled correctly, as shown below:  
Important: The Retirement Account is the legal owner of the lien and as such must be title correctly. Your Retirement Account is considered the legal owner of this investment property. As such all documents must reflect this ownership. The correct vesting for all HSA investment documents should be as follows:  
**“EQUITY TRUST COMPANY CUSTODIAN FBO ACCOUNT OWNER NAME HSA”**  
Titling Instructions: For Qualified Plans including Individual 401K plans, contact Client Services. Failure to title investment documents correctly will cause investment delay.
- B.** Ensure the county properly lists Equity Trust Company’s Tax ID# and not the Retirement Account owner’s Tax ID#  
**EQUITY TRUST COMPANY’S TAX ID# 05-0552743**  
\*\*Please note: There are counties which will only accept one client per Tax ID#. Please make sure that the county you are purchasing liens in is not one of these counties\*\*
- C.** Ensure the county properly lists Equity Trust Company’s address for owner of the lien.  
**EQUITY TRUST COMPANY  
PO BOX 1409  
ELYRIA, OH 44036**
- D.** Ensure a Equity Trust Company Tax Lien Worksheet (Attached) is completed after each auction/sale and is sent to Equity Trust Company, with a receipt of purchase from the county, within 5 business days after the auction/sale
- E.** Ensure Retirement Account funds are never co-mingled and are properly segregated.
- F.** Ensure all unused funds are remitted directly back to Equity Trust Company with 5 business days following the sale/auction.
- G.** Any unused Equity Trust Company’s cashier’s checks must be sent directly back to Equity Trust Company via overnight delivery or certified mail. Note: Please do not write on the checks
- H.** Be sure to instruct the county to properly title, as shown above, any checks to be remitted back to Equity Trust Company for unused funds.

**SERVICER INFORMATION (REQUIRED ONLY IF SERVICER IS NOT THE RETIREMENT ACCOUNT OWNER)**

AGENT NAME	AGENT PHONE NUMBER
ADDRESS	CITY / STATE / ZIP CODE

 X

Servicing Agent’s Signature

Date

This agreement between the Retirement Account Custodian, Retirement Account Owner and Real Property Servicer shall be in effect until the property is sold and may not be modified without 30 day advanced written notice to the Retirement Account Custodian, Retirement Account owner and Real Property Servicing Agent. By signing this agreement Account Owner and Real Property Servicer understands his/her duties and responsibilities with regard to this investment. Equity Trust Company as custodian will not provide any management servicing functions for this property and is not responsible for the management of this property.

**SIGN & DATE****CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT’S COMPLETE, CONTINUE TO NEXT PAGE** ➔ X

Account Owner’s Signature

Date

 X

Custodian’s Signature

Date

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

1. Equity Trust Company (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 HSA 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 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 (c) (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 HSA, 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 un-invested cash funds into Matrix Capital 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 HSA 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 HSA 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****CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT'S COMPLETE, STOP! FORM COMPLETE**

Account Owner's Signature

Date



Custodian's Signature

Date

Tax Lien | Direction of Investment

EQUITY TRUST COMPANY
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1 TAX LIEN AUCTION/SALE WORKSHEET

LIST YOUR RETIREMENT ACCOUNT INFORMATION

ACCOUNT OWNER NAME: ACCOUNT NUMBER:

BRING THIS FORM TO THE AUCTION/SALE Please complete the following worksheet following the tax lien auction/sale. All information must be included in order to ensure timely processing. Worksheet must be remitted, with a copy of the purchase receipt from the county, to Equity Trust Company no later than 5 business days following the auction/sale.

THREE IMPORTANT REMINDERS FOR THE AUCTION / SALE

1 Ensure all liens are titled to your Retirement Account correctly. The correct titling is shown as follows:

2 Ensure the county properly lists Equity Trust Company's Tax ID# and not the Account owner's Tax ID#:

3 Ensure the county properly lists Equity Trust Company's address for owner of the lien:

"Equity Trust Company Custodian
FBO Your Name HSA"

Equity Trust Company's Tax
ID# 05-0552743

Equity Trust Company
PO Box 1409
Elyria, OH 44036

Titling Instructions: For Qualified Plans including Individual 401K plans, contact Client Services.

LIST ALL THE TAX LIENS PURCHASED AT THIS AUCTION / SALE

Name of County State Auction Date

Total Purchase Price \$ Interest Rate of Lien (If offered) % Tax Year of Tax Lien

Parcel Number of Property Certificate Number (if offered)

Total Purchase Price \$ Interest Rate of Lien (If offered) % Tax Year of Tax Lien

Parcel Number of Property Certificate Number (if offered)

Total Purchase Price \$ Interest Rate of Lien (If offered) % Tax Year of Tax Lien

Parcel Number of Property Certificate Number (if offered)

Total Purchase Price \$ Interest Rate of Lien (If offered) % Tax Year of Tax Lien

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Total Purchase Price \$ Interest Rate of Lien (If offered) % Tax Year of Tax Lien

Parcel Number of Property Certificate Number (if offered)

Total Purchase Price \$ Interest Rate of Lien (If offered) % Tax Year of Tax Lien

Parcel Number of Property Certificate Number (if offered)

SIGN & DATE

CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT'S COMPLETE, STOP! FORM COMPLETE

Signature line for Servicing Agent's Signature and Date

NOTE: Servicing Agent's signature is only required if the Tax Liens will be serviced by an Independent Third Party.

Signature line for Account Owner's Signature and Date

Signature line for Custodian's Signature and Date