

# PROMISSORY NOTE SATISFACTION OR SALE

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## DIRECTION OF INVESTMENT (DOI) FORM

### WHEN DO I NEED TO USE THIS DIRECTION OF INVESTMENT FORM?

WHEN YOU NEED TO INITIATE A FULL OR PARTIAL SATISFACTION OF A NOTE HELD WITHIN THE IRA.

This Direction of Investment (DOI) form provides all the information necessary to complete the satisfaction of a promissory note / mortgage / deed of trust. This request is necessary before a promissory note / mortgage / deed of trust can be removed from the IRA.

### WHAT WE NEED TO PROCESS YOUR REQUEST

**TO FACILITATE YOUR REQUEST IN A TIMELY MANNER, PLEASE SUBMIT ALL SUPPORTING DOCUMENTS WITH THIS FORM.**

#### EXAMPLE REQUIRED DOCUMENTATION

- Satisfaction of Mortgage
- Request for Full Reconveyance
- Other Documents Pertaining to the Satisfaction or Sale of this Note

Equity Trust Company does not prepare or alter any documents. Please refer to a title company or 3rd party for document preparation.

- **Need Assistance?** Contact your First Class Service Team at either their direct 877 # or our main # 440-323-5491 between the hours of 8:30 a.m. and 7:00 p.m. eastern time, Monday through Friday.

#### PROCESSING OPTIONS:



#### FAX

FAX. (440) 366-3752



#### OVERNIGHT

Equity Trust Company  
225 Burns Road  
Elyria, Ohio 44035



#### REGULAR MAIL

Equity Trust Company  
PO BOX 1409  
Elyria, Ohio 44036



#### E-MAIL

E-mail: [help@trustetc.com](mailto:help@trustetc.com)

**1 LIST YOUR RETIREMENT ACCOUNT INFORMATION**

ACCOUNT OWNER'S NAME*		ACCOUNT NUMBER	
ADDRESS*			
CITY*	STATE*	ZIP CODE*	
E-MAIL ADDRESS*		PREFERRED DAYTIME PHONE NUMBER*	
FAX NUMBER*		ALTERNATE DAYTIME PHONE NUMBER*	

\*If you would like your Equity Trust Company account to be updated with the information you listed above, please check this box?

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

**OPTION #1**

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

Expedited processing requests will generally be completed in 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.

**FOR EXPEDITED PROCESSING:** Direction of Investment and supporting documentation must be received by 10 am Eastern time. If the investment requires any corrections, they must be received by 12 noon Eastern time.

**3 NOTE INFORMATION**

BORROWER'S NAME	ORIGINAL LOAN AMOUNT \$	ORIGINAL PERCENTAGE OF OWNERSHIP
COLLATERAL DESCRIPTION		INVESTMENT REFERENCE NUMBER(IRA) ❖

WILL THERE BE A REPLACEMENT  YES  NO

IF YES, GIVE A BRIEF DESCRIPTION \_\_\_\_\_

❖ IRN CAN BE FOUND ONLINE IN YOUR eVANTAGE PORTFOLIO POSITION OR RETRIEVED FROM THE INVESTMENT INVENTORY SECTION ON YOUR STATEMENT.

■ Need Assistance? Contact our Client Service Specialists Team at 440-323-5491

**SIGN & DATE**

**CHECK THIS PAGE ONE MORE TIME TO MAKE SURE IT'S COMPLETE THEN CONTINUE.**



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Account Owner's Signature

Date



Custodian's Signature

Date

**4 TYPE OF SATISFACTION (CHECK ONE OPTION)**

**FULL SATISFACTION OF NOTE** If you choose this option, this asset will be removed from your account once the funds are received. There will be an \$8 fee for the return of original documents via certified mail (if applicable)

APPROXIMATE SALE PRICE \$	EXPECTED PAYOFF DATE	APPROXIMATE CASH TO BE RECEIVED \$
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**PARTIAL SATISFACTION OF NOTE** If you choose this option, only the value of the asset will be adjusted. The asset will NOT be removed from your account until full sale of the asset occurs.

APPROXIMATE PAYOFF/SALE AMOUNT \$	EXPECTED PAYOFF DATE	APPROXIMATE CASH TO BE RECEIVED \$
NEW ASSET VALUE \$	PROVIDE A BRIEF DESCRIPTION OF THE REMAINING ASSET	
HAS YOUR PERCENTAGE OF OWNERSHIP CHANGED? (Check One Option)		
<input type="checkbox"/> NO <input type="checkbox"/> YES, INDICATE NEW PERCENTAGE OF OWNERSHIP _____%		

**5 ITEMIZE THE SPECIFIC DOCUMENT(S) THAT YOU ARE REQUESTING EQUITY TRUST COMPANY TO SIGN:**

**DOCUMENT PROCESSING FEES:** The Document Processing Fee is \$5.00.

**LIST THE NAME(S) OF ALL THE DOCUMENT(S) THAT REQUIRE SIGNING**

Refer to the original note and / or recorded Mortgage /Deed of Trust for proper titling of the itemized documents stated in this section.

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

**If more lines are necessary:** List any additional documents on a separate sheet titled "ADDENDUM A" and attach it to this form.

**WHERE SHOULD THE DOCUMENTS BE REMITTED AFTER THEY HAVE BEEN SIGNED?**

**A. Mail the signed documents (choose your mailing preference ▼)**

MAIL TO	<input type="checkbox"/> OVERNIGHT MAIL (\$18.00) <input type="checkbox"/> CERTIFIED MAIL (\$8.00) <input type="checkbox"/> US MAIL		
ADDRESS	CITY	STATE	ZIP CODE

**B. Fax the signed documents**

FAX NUMBER	ATTENTION
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**NOTICE:** If no address is provided, the document(s) will be mailed to the client address on file.

**SIGN & DATE**

**CHECK THIS PAGE ONE MORE TIME TO MAKE SURE IT'S COMPLETE THEN CONTINUE.**



Account Owner's Signature

Date



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 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.
- 8) 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 (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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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".
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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 TO MAKE SURE IT'S COMPLETE****Page 4 of 4**

Account Owner's Signature

Date



Custodian's Signature

Date