

## Sell Direction Letter Real Estate Note



### Instructions and Guidelines

Use this form to initiate a full or partial sale of a note secured by real estate.

**Please follow these guidelines below:**

- Provide a copy of these instructions to the entity responsible for closing the transaction.
- Refer to the recorded Deed of Trust/Mortgage for proper titling of the documents.
- Incomplete documentation may result in processing delays and/or special handling charges.
- All documents must be notated "**read and approved**" with a signature and date by the client on each page of the documents before sending them to Entrust for signature. Please do not sign the documents where a signature is required as Entrust must sign all documentation for the sale on behalf of the client.
- Prior to completing the sale, Entrust must receive all documents signed by all parties for recordkeeping and IRS audit purposes. If buyer is an entity, entity formation documents are required to be sent along with the sales documents.
- The client must ensure that the documents are received by Entrust at least three business days prior to closing to allow for processing time. To expedite a transaction, documents must be received before noon (PST) for same day review prior to closing and a \$150 special handling fee applies.
- Please have sale proceeds check made out to The Entrust Group, Inc. FBO [Client or Plan Name], Account # [Entrust Acct. #] and mail to The Entrust Group, Inc., 555 12<sup>th</sup> Street, Ste. 900, Oakland, CA 94607 along with a final Settlement Statement if applicable.

### Required Documentation

1. Entrust's Sell Direction Letter Form
2. Assignment of Deed of Trust/Mortgage
3. Note Endorsement/Assignment (*if applicable*)
4. Note Purchase Agreement (*if applicable*)
5. Estimated Closing Statement (*if applicable*)



### Submission Options

SUBMIT BY FAX	SUBMIT BY EMAIL	SUBMIT BY MAIL
(510) 587-0960	Forms@TheEntrustGroup.com	The Entrust Group 555 12th Street, Suite 900 Oakland, CA 94607

**1 Account Information**

NAME (as it appears on your account application)	ACCOUNT NUMBER	ACCOUNT TYPE
EMAIL ADDRESS		DAYTIME PHONE NUMBER

**2 Review Processing (check one option)**

**NOTE:** The review request does not guarantee the completion of the transaction. Documents will be processed the next business day if ALL required documents are in good order once documents are reviewed. If documents require any corrections, the corrected documents must be submitted before 9:00 a.m. Pacific Time that business day for same day processing.

**OPTION #1**☐ NORMAL REVIEW REQUEST

Documents are reviewed within approximately 3–5 business days.

**OPTION #2**☐ EXPEDITED REVIEW REQUEST (\$150.00)

Documents are reviewed within 1–2 business days if received before noon (PST).

**3 Entity Responsible for Closing the Transaction****Escrow Company/Title Company/Attorney**

COMPANY NAME		CONTACT NAME	
PHONE	FAX	EMAIL	
EXPECTED CLOSING DATE		FILE/ESCROW NUMBER	

**4 Investment Information**

BORROWER(S) NAME			
PARCEL NUMBER OR LOT/BLOCK NUMBER			
PROPERTY ADDRESS	CITY	STATE	ZIP CODE
INDICATE PERCENTAGE OF OWNERSHIP OF THIS NOTE:  %	WILL THERE BE A REPLACEMENT? <input type="checkbox"/> YES* <input type="checkbox"/> NO  <i>A <b>replacement</b> occurs when a note defaults and is exchanged for another asset. *If yes, please complete the appropriate Buy Direction Letter along with this form.</i>		

**5 Buyer Information (if multiple buyers, include information for each)**

1. BUYER NAME
2. BUYER NAME
3. BUYER NAME

**6** Type of Sale *(select one)*

☐ **FULL SATISFACTION OF NOTE** If you choose this option, this asset will be removed from your account once full payoff of funds are received. For the return of the original documents, overnight mail is required *(if applicable; additional fee applies)*.

CONTRACT SALE PRICE  
\$APPROXIMATE CASH TO BE RECEIVED  
\$**OR**

☐ **PARTIAL SATISFACTION OF NOTE** If you choose this option, only the value of the asset and percentage of ownership will be adjusted. The asset will NOT be removed from your account until the full sale of the asset occurs.

CONTRACT SALE PRICE  
\$APPROXIMATE CASH TO BE RECEIVED  
\$NEW ASSET VALUE  
\$INDICATE NEW PERCENTAGE OF OWNERSHIP  
%**7** Special Instructions *(if applicable)***8** Payment of Fees *(select one)*☐ ENTRUST ACCOUNT☐ CHECK☐ CREDIT CARD *(Please complete section 9)*

All fees are due at time of transaction. If no indication is made, fees will be deducted from your un-directed cash balance. Transaction will not be processed unless sufficient funds are available.

**9** Credit Card InformationCARD TYPE *(choose one)*: ☐ VISA ☐ MASTER CARD ☐ AMERICAN EXPRESS ☐ DISCOVER

NAME AS IT APPEARS ON CARD

CARD NUMBER

SECURITY CODE

EXPIRATION DATE

BILLING ADDRESS

CITY, STATE, ZIP

By signing below, you authorize your credit card to be charged for the option chosen above. Your request will be processed upon receipt of this form. You 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 writing.

SIGNATURE

DATE

**10 Acknowledgement**

***Prior to the completion of the sell, all investment documents must be notated "read and approved" with your signature and date. (For example: loan documents)***

I understand that my account is self-directed and that the Administrator or Custodian do 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 selling 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 Sell 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 selling 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 Sell 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 sell 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 Sell 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 Sell-Direction Letter, the terms Administrator and Custodian include The Entrust Group, its agents, assigns, joint ventures, affiliates and/or business associates. 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.

***I have read and understand the disclosure above.***

**SIGNATURE:****DATE:**