



### **Documents Required Prior to Real Estate Sale**

Below is the process for selling the real estate held inside your IRA with Midland. Any incomplete documentation may result in delays with processing the transaction.

# To be supplied by client/title/escrow to Midland by fax/email/mail

- Midland Sale Authorization
- Real Estate Contract
- Warranty Deed
- HUD/Settlement Statement
- Title Commitment
- Any other documents the Title Company requires seller to sign at closing

# Seller's name & address should be listed on all documents as:

Midland Trust Company As Custodian FBO Client Name and Midland Account #

P.O. Box 07520 Fort Myers, FL 33919 Trust Tax ID: 47-5560347

### **Typical closing timeline:**

- All documents will be provided for Midland's review prior to closing
- Midland will ask client to initial closing package indicating client approval
- A copy of fully-executed closing documents, along with closing proceeds must be sent to Midland
- Fully-executed closing documents, along with closing proceeds must be sent to Midland

#### **DELIVERY INSTRUCTIONS**

## **Check/mail delivery**

Midland Trust Company As Custodian FBO Client Name and Midland Account #

P.O. Box 07520 Fort Myers, FL 33919 Trust Tax ID: 47-5560347

## **Overnight delivery**

Midland Trust Company 15671 San Carlos Blvd #101 Fort Myers, FL 33908-2788

## Wire delivery

Bank Name: Centennial Bank

Bank ABA: 082902757

**Credit Name:** Midland Trust Company

**Credit Account:** 1030311 **FFC:** Client Name, IRA Acct # **Proceeds:** Sale of ASSET NAME



#### **Sale/Satisfaction Authorization Full or Partial Investment Return**

1 AC	COUNT INFOR	MATION						
Name					Midland Account Number			
☐ Mr. ☐ Ms. ☐ Mrs. ☐ Dr								
		Choose Asset Type a	and Provide Detai	ls				
Real Estate								
Address						Do you authorize Midland to charge a \$30 fee to overnight the original closing documents?		
■ Promissory Note						Yes No		
Borrower								
					Please	e submit Satisfaction of	Mortgage if needed	
Preciou	us Metals <i>(List belo</i>	ow)						
Quantity (Number of	Metal Type	Asset Name Descrip (U.S. Silver Eagle, 1 oz		Proof Am. Eagle?	Troy OZ. each	Price (Per number of units, etc.)	Total Sales Price (Quantity x price)	
units, etc.)			,					
						Total:		
LLC/LF	P/Private Stock							
Entity Name	е				Please	e contact LLC to negotia		
funds be sent to IRA								
Other Describe								
Describe								
3 SAI	LE/SATISFACT	ION DETAILS Is this	s a Partial or Full :	Sale/Satisfaction	on <i>(select o</i>	ne):		
					(	,.		
PARTIAL SALE or SATISFACTION  The asset will remain on the books and the value will be adjusted to reflect  Amount to					eceived Price per Unit(if applicable) Number of Units to be Sold			
the par	tial sale.							
FULL SALE or SATISFACTION The asset will be REMOVED from your account once the funds have								
	eceived.	D Hom your account once it	ie iulius liave					
4 THIRD-PARTY REPRESENTATIVE								
If there is a third-party we should contact please complete this section.								
Company Name			Phone		Email			

FOR PROCESSING, RETURN TO: Midland Trust • P.O. Box 07520 • Fort Myers, FL 33919 • 239.333.1032 • 239.466.5496 Fax • midlandtrust.com/secure-upload



# Sale/Satisfaction Authorization

**Full or Partial Investment Return** 

#### 5

#### SIGNATURE AND ACKNOWLEDGEMENT

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 purchase or sale 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 Sale Authorization.

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, 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 Sale Authorization 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 Sale Authorization, the terms Administrator and Custodian include Midland IRA, 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.

Print Name:	
Signature:	Date:

FOR PROCESSING, RETURN TO: Midland Trust • P.O. Box 07520 • Fort Myers, FL 33919 • 239,333,1032 • 239,466,5496 Fax • midlandtrust.com/secure-upload