



# Real Estate Sale

## 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  
1520 Royal Palm Sq. Blvd. #320  
Fort Myers, FL 33919

### Wire delivery

**Bank Name:** Stonegate Bank  
**Bank ABA:** 067015724  
**Credit Name:** Midland Trust Company  
**Credit Account:** 1030311  
**FFC:** Client Name, IRA Acct #  
**Proceeds:** Sale of ASSET NAME





# Real Estate Purchase Authorization

## 1 ACCOUNT INFORMATION

Name <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. _____	Midland Account Number
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## 2 ASSET DETAILS Choose Asset Type and Provide Details

Real Estate

Name	Address	Phone Number
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Promissory Note

Borrower	<i>Please submit Satisfaction of Mortgage if needed</i>
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Precious Metals (List below)

Quantity <small>(Number of units, etc.)</small>	Metal Type	Asset Name Description <small>(U.S. Silver Eagle, 1 oz.)</small>	Proof Am. Eagle?	Troy OZ. each	Price <small>(Per number of units, etc.)</small>	Total Sales Price <small>(Quantity x price)</small>
			<input type="checkbox"/>			
			<input type="checkbox"/>			
			<input type="checkbox"/>			
<b>Total:</b>						

LLC/LP/Private Stock

Entity Name	<i>Please contact LLC to negotiate sale and request funds be sent to IRA</i>
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Other

Describe

## 3 SALE/SATISFACTION DETAILS Is this a Partial or Full Sale/Satisfaction (select one):

PARTIAL SALE or SATISFACTION  
The asset will remain on the books and the value will be adjusted to reflect the partial sale.

Units/Percentage to be Sold	Price per Unit (if applicable)	Amount to be Received by IRA
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FULL SALE or SATISFACTION  
The asset will be REMOVED from your account once the funds have been received.

EXPECTED USE OF FUNDS:  Unsure \ Keep In Uninvested Cash  Make New Investment With My IRA  Take Personal Distribution  
 Transfer to Another Custodian for Traditional Stocks, Bonds, or Mutual Funds  Transfer to Another Self-Directed IRA Custodian for Alternative Assets

## 4 THIRD-PARTY REPRESENTATIVE

Is there a third-party we should contact to complete this asset sale? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name	
Company Name	Phone	Email

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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, 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 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: \_\_\_\_\_