Mortgage + Care

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Please contact us at (800)481-2708 or www.mortcare.com for a list of mergeable documents.

Lincoln Trust

PROMISSORY NOTE INVESTMENT AUTHORIZATION

A <i>Fiserv</i> Company			
Name <u>«f38»</u>	Account # if applical	ble <u>«f44»</u>	Date <u>«f29»</u>
I authorize and direct Lincoln Tr	rust to purchase \ transfer : (Circle one)		
Check one: XX	Unsecured Note Note secured by deed of trust/mortgage in 1st 2nd «f65» «f18», «f19»		
FUNDING INSTRUCTIONS	Select one:		
<pre>«f47» (Payee Name) c/o «f80» «f81» (Street Address) «f82», «f83» (City, State, Zip Code)</pre>	Feder	funds per attached wiring instru Mail documents per fundin Federal Express documents Bill express char	er funding instructions Lincoln Trust account Acct. # uctions and ng instructions
LOAN INFORMATION			
Name of Borrower	«f5» «f6» «f7» «f8» «f10» «f11» «f12»		
Principal Amount of Note	\$ <u>«f20</u> »	<u></u>	
Purchase Price to be issued from	account \$_ <u>«f234»</u>	<u>«f43»</u> % of ow	nership to be vested to my account

All Promissory Note investments are subject to an administrative review by Lincoln Trust Company for which there may be investment restrictions and/or a non-refundable review fee to be paid in advance. Refer to the accompanying Investment Requirement Form for applicable requirements.

Lincoln Trust Company neither reviews the merits of your investment nor do we determine whether the investment is acceptable under the Employment Retirement Income Security Act (ERISA), the Internal Revenue Code or any other applicable federal, state, or local laws, including securities laws. You should review your investment to ensure that it falls within one of the exceptions or "safe harbors" to the plan asset regulation, DOL Reg. Sec. 2510.3-101. If the investment does not fall within one of the exceptions or safe harbors, certain other persons will be considered "fiduciaries" of your account, which may cause a prohibited transaction to occur and lead to the loss of the tax-deferred status of your account or the imposition of excise taxes. Your account with Lincoln Trust Company is self-directed, and it is your responsibility to review any investments to ensure compliance with these requirements and to avoid the occurrence of any prohibited transactions in your account arising from your investments. A prohibited transaction could lead to the loss of the tax-deferred status of your account or the imposition of excise taxes. Therefore, you should have all investments reviewed by your attorney, tax advisor or other investment consultant.

If this investment requires payment of any assessments you must send written authorization. It is your responsibility to ensure that there are sufficient funds in your account to make the required payments at least seven (7) days in advance of the payment due date. If the funds are unavailable, you are responsible for all resulting interest or penalties. Lincoln Trust Company will not be responsible for any consequences resulting from your failure to have sufficient funds in your account to make any such payments.

Annual maintenance/holding fees apply to all Promissory Note investments based upon the current fee schedule. Please refer to the appropriate Lincoln Trust fee schedule for other possible fees including a non-refundable review fee and account and cash minimum balance requirements.

- 1. I have read, approved, and signed (wherever Lincoln Trust Company's signature is required) the following documents, and I am submitting these documents to Lincoln Trust Company for administrative review:
 - a. Completed and signed PNIA (this document)
 - b. Signed Investment Requirement Form
 - c. Promissory Note

- d. Assignment of Promissory Note, if applicable
- e. Loan Servicing Agreement
- f. Escrow instructions, if applicable
- g. If secured by a Mortgage or Deed of Trust, current title report on property
- h. If secured by a Mortgage or Deed of Trust, Deed of Trust or Mortgage
- i. If secured by a Mortgage or Deed of Trust, Assignment of Mortgage/Deed of Trust, if applicable
- j. If secured by a Mortgage or Deed of Trust, Opinion of Counsel regarding issue of title to Lincoln Trust Company
- k. If secured by a second Mortgage or Deed of Trust, Request for Notice of Default
- 2. I acknowledge that my account is self-directed and that Lincoln Trust Company has not reviewed the merits or acceptability of this investment. I also acknowledge that Lincoln Trust Company's administrative review of this investment does not ensure clear and marketable title or the existence of security, if applicable, for this investment.
- 3. I represent to Lincoln Trust Company that this investment is not a prohibited transaction under ERISA or Section 4975 of the Internal Revenue Code. I understand that if this investment is a prohibited transaction, my account may be subject to loss of tax-deferred status or to the imposition of excise taxes by the IRS or Department of Labor.
- 4. I understand that Lincoln Trust Company is not a "fiduciary" for my account as such term is defined in the Internal Revenue Code, ERISA, or any other applicable local, state or federal laws.
- 5. I agree to release, indemnify, defend and hold Lincoln Trust Company harmless from any claims arising out of this investment, including but not limited to claims that this investment is not prudent, proper, diversified or otherwise in compliance with ERISA, the Internal Revenue Code or any other applicable local, state or federal law. I also understand and agree that Lincoln Trust Company will not be responsible to take any action should there be any default with regard to this investment.
- 6. If the promissory note is secured by a Mortgage/Trust Deed, I will ensure that the original promissory note and the assignment, and recorded mortgage/deed of trust and assignment will be forwarded to Lincoln Trust Company. However, if the servicing agent requires the original documents, I authorize the servicing agent to keep the original documents, and I will ensure that certified copies will be sent to Lincoln Trust Company. I understand and agree that Lincoln Trust Company will not be responsible for obtaining any of these documents.
- 7. I have made arrangements with the loan-servicing agent designated to service this note. I agree that Lincoln Trust Company will not be responsible for errors and omissions in the loan servicing agreement or for any actions of any third party servicing agent.
- 8. I understand that I may **NOT** direct Lincoln Trust Company to distribute a <u>portion</u> of this asset to myself. I further understand this to mean that a portion of the note may not be distributed to satisfy my Required Minimum Distribution.
- 9. I hereby agree that all claims and disputes of every type and matter which may arise between myself and Lincoln Trust Company shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association located in Denver, Colorado; and that, to the extent not preempted by federal law, Colorado statutory law (including, without limitation, the statutes governing the award of damages in arbitration) and Colorado common law shall control during arbitration. I expressly waive any right that I may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body. Arbitration is final and binding on the parties. An award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. Under the rules of the American Arbitration Association there may be no right to preabitration discovery, including depositions or written questions and document production. The arbitrator's award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrator(s) is strictly limited.

	«f29»
«f38» — Signature	Date
«f366»	«f84»
Account Number (if applicable)	Daytime Telephone #

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