

Mortgage + Care

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PENSCO
TRUST COMPANY

Deed of Trust/Mortgage Direction Letter (For Loans Secured by Real Estate)

250 Montgomery Street, Third Floor
San Francisco, CA 94104
(415) 274-5600 ☐ Fax (415) 956-3016 ☐ www.pensco.com

Client's (Lender) Name: _____ Account No.: _____

This loan information applies to client's investment amount:

Percentage of Ownership: _____% Amount: \$ _____ Interest Rate: _____

Borrower's Name: _____ Date of Note: _____

Monthly Payment: \$ _____ Interest: _____ Principal: _____ Maturity Date: _____

First Deed of Trust: _____ Second: _____ Add'l Info: _____

1. The original note and deed of trust/mortgage must be made payable to "PENSCO Trust Company, Inc.",

Custodian FBO: _____ IRA: _____
(Client's Name) (Account Number)

2. Documents required by PENSCO:

- Copy of note and deed of trust. (Originals if client is the sole beneficiary.)
- Copy of lender/purchaser disclosure statement (with addendums), equity interest agreement, etc. (usually prepared by Broker arranging the loan).
- Copy of current servicing agreement, defining responsibilities of the servicing agent.
- Loan payment schedule specifying amount of principal interest.
- Funding instructions.

Loan Servicer's Name (if self, put self): _____

Address: _____

Loan Servicer's Signature: _____ Date: _____

Client's Representations:

I, the undersigned, hereby authorize PENSCO Trust Company, and its agent PENSCO, Inc. (both "PENSCO") to purchase for my account the percentage interest in the note secured by a deed of trust/mortgage, as described above. I acknowledge that:

- § PENSCO is not affiliated with any broker/servicer or issuer of any investment and does not endorse, approve or make any inquiry into any investment I instruct it to acquire for my account. This is my responsibility.
- § PENSCO has no responsibility for determining whether any investment I instruct it to make complies with any legal or plan requirements governing the investment of IRA assets.
- § PENSCO is not responsible for any loss resulting from improper investments or diminution of my account from changes in the value of investments or assets that I select.
- § PENSCO renders no advice with respect to any investment and will act solely at my direction or that of my designated representative in purchasing assets for my account.
- § PENSCO does not act as fiduciary, except in respect to its custodial duties and has no duty to evaluate any investments, investigate, evaluate or report to me any information regarding any investment opportunity or any investment that I have directed to make or to inquire into its suitability.
- § PENSCO has no duty to report to me any information it may learn concerning any investment other than information provided by the Issuer for my benefit. I am obligated to defend, indemnify and hold PENSCO harmless from any damage or loss, including attorneys' fees, that it incurs arising out of or related to my account.
- § PENSCO has no responsibility regarding the servicing/collection of this loan, payments due or delinquencies, etc.

Client's Signature: _____ Date: _____