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# MORTGAGE/DEED OF TRUST AUTHORIZATION

www.mtrustcompany.com

A ACCOUNT INFORMATION		
Account Owner's Name:		
E-mail Address:	Millennium Account No.:	
Description of Mortgage/Deed of Trust (Include Borrower's Name, Interest Rate, and Maturity Date):		
Dollar Amount to Be Invested: \$		

# B REQUIRED DOCUMENTATION

To authorize the purchase or transfer of a mortgage or deed of trust into your Millennium Trust Company, LLC ("Millennium") account, you must provide the following:

- 1. All documents and applications necessary to purchase the mortgage/deed of trust. The client should complete any investor suitability questions and should sign all documents. Any broker-dealer information should also be completed.
- 2. The original Note (and assignment in the case of a transfer) in the name of "Millennium Trust Company, LLC FBO (Account Owner's Name), (Millennium Account No.)."
- 3. A copy of the recorded mortgage/deed of trust.
- 4. An amortization schedule. The payments must be current. Millennium will not accept a mortgage/deed of trust that is in default.
- 5. If the participant will be using an independent third party service company or escrow agent to service the investment, a copy of the Servicing Agreement must be provided to Millennium. The participant must also complete #11 in Section C of this form to indicate the agent information.

# C CERTIFICATIONS

I, the undersigned Account Owner, certify the following:

- 1. I have read and understand all of the documents pertaining to the purchase/transfer of this investment. I have approved all of the terms of this investment and determined that all applicable documents have been completed properly.
- 2. I have determined that the property has sufficient valuation to cover the borrower's obligation.
- 3. I have verified that there is sufficient property insurance. I have verified that all taxes due to date have been paid and if this is a second mortgage, I have verified that the first mortgage is current. I understand that it is my responsibility to monitor these items.
- 4. I have examined the borrower's financial statements and other relevant data and am satisfied with the borrower's financial position as it pertains to this investment.
- 5. I meet any and all suitability requirements of the investment.
- 6. I understand that Millennium shall be under no obligation to notify me in the event of a default in the repayment of the note or obligation, and that it shall be my sole responsibility to obtain legal or other necessary services in connection herewith.

#### Please continue to page two to complete this form.



### C CERTIFICATIONS CONTINUED

- 7. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under Internal Revenue Code Section 4975 and ERISA. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction or "party in interest" transaction depends on the facts and circumstances surrounding the purchase. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and determined, among other things, that this investment does not constitute a prohibited transaction as defined in Internal Revenue Code 4975, and that the offering entity or any affiliate thereof is neither a "disqualified person" (as defined in Section 4975 of the Internal Revenue Code) nor a "party in interest" (as defined in ERISA).
- 8. I acknowledge that Millennium has not evaluated or given any advice with respect to this investment. I further acknowledge that any administrative review performed by Millennium on the above investment was solely to determine that the investment is administratively feasible for Millennium under the above referenced account. I understand that this review was not a due diligence review, and that Millennium has not rendered any investment advice, nor has Millennium expressed any opinion as to the prudence or viability of the investment. I agree to hold Millennium harmless from any liability which may occur as a result of the execution of this investment.
- 9. I understand that Millennium reserves the right to elect to resign as custodian of my account in the event of default or foreclosure. I understand that it will be my responsibility to name a successor trustee/custodian and that in the event that I do not name a successor, Millennium may distribute the investment to me as a taxable distribution from my account.
- 10. I agree that I will immediately notify Millennium in the event any of the foregoing representations are no longer true.
- 11. I choose to use the following service company or escrow agent to service all aspects of this investment. (*Do not indicate Millennium*). If I have not completed this section, I understand that it is my sole responsibility to service all aspects of this investment.

Name:	
Address:	
City:	State: Zip:
E-Mail Address:	Phone No.:

### D ACCOUNT OWNER'S SIGNATURE

I, the undersigned Account Owner, hereby agree to the above direction requirements and certifications.

Account Owner's Signature:

Date: