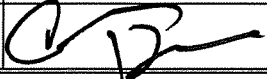


CHEROKEE NATION
Integrated Self-Sufficiency Solutions

EFFECTIVE DATE:	11/13/2018	SUPERSEDES	09/23/2017
		MATERIAL DATED:	
APPROVED BY:		DATE:	11/13/2018

I. PURPOSE

The policies and procedures are a means to ensure compliance with the Native American Housing Assistance and Self-Determination Act of 1996, as amended, and all other applicable Tribal and Federal requirements in regards to Cherokee Nation's Housing Programs.

Cherokee Nation will assist eligible Indian families reach self-sufficiency through sustainable homeownership by integrating self-sufficiency counseling; improved household income through education, job training and health services; and financial assistance with mortgage down payment and closing costs. The Integrated Self-Sufficiency Solutions Program, which will be marketed as the Mortgage Assistance Program to maintain established program branding, improves family self-sufficiency through coaching, education and financial asset building, sustainable homeownership. Specifically the program develops clients' ability to obtain, retain and maintain a home through self-sufficiency counseling and income security, and relies on the clients' ability to obtain non-predatory, private mortgage financing that is leveraged by financial assistance for down payment and closing costs.

II. ELIGIBILITY

All applicants must meet the following criteria to be eligible for program participation:

A. Eligibility Requirements:

1. **Citizenship** - Provide verification of membership/citizenship of an Indian tribe per NAHASDA eligibility guidelines; Cherokee Nation citizens will be given first preference.
2. **Income** - Have household annual income no greater than 80% of the National Median Household Income in accordance with NAHASDA/Indian Housing Block Grant (IHBG) requirements.
 - a. The amount of eligible financial assistance for each applicant will be based on household income and is described in Section VIII of these policies.

- b. All household income will be determined using the Section 8 definition of income and income eligibility will be determined prior to program acceptance.
 - c. Income verification for program acceptance is valid for up to five (5) years from the date of eligibility determination as long as the household participates continuously and actively in the self-sufficiency counseling portion of this program (see section III of this policy).
 - d. Income again be verified at the time of home purchase.
 - e. Qualified applicants will participate a minimum of six (6) months in self-sufficiency counseling and a maximum of five (5) years or until such time as client is able to obtain a non-predatory mortgage. Participants must continuously and actively participate in the counseling process in order to maintain financial assistance eligibility.
3. **First Time Homebuyer** – An individual who has never had any ownership interest in a home. Exceptions may be made for:
 - a. An individual who lost their home due to documented domestic violence AND who received no monetary benefit from the previous homeownership.
 - b. An individual who has only owned a mobile residence. Clients currently owning a mobile home will be required to sell the mobile prior to issuance of financial assistance and must purchase a stick built home. Clients cannot use financial assistance to purchase another mobile home.
 4. **Training** - Attend Homebuyers Education classes conducted by the Cherokee Nation.
 5. **Outstanding Debt to Cherokee Nation** - Not owe any outstanding delinquent debt to the Cherokee Nation, any Cherokee Nation entity or the Housing Authority of the Cherokee Nation.
 6. **Non-Predatory Mortgage Financing** - Obtain non-predatory financing for a home through an approved lending institution, using household income. See Exhibit C of these policies for Non-Predatory Guidelines.
 7. **Previous Cherokee Nation Homeownership Participation** – Eligible applicants cannot have previously received homeownership assistance through any Cherokee Nation or Housing Authority of Cherokee Nation program. Exceptions may be made for individuals who no longer have an ownership interest in the home due to documented domestic violence and received no monetary benefit from the previous homeownership.
 8. **Home Location** – Purchased homes must be located within Cherokee Nation’s jurisdictional boundaries.

Documentation Required:

1. Proof of Tribal Citizenship
2. Household Income Verification

3. Family Household Size
4. Social Security number verification for applicant and co-applicant
5. State, federal or tribally issued photo identification for all adult household members
6. A copy of the applicant's and co-applicant's credit report from www.annualcreditreport.com, a free service

III. SELF-SUFFICIENCY COUNSELING**A. Participation**

Client participation in self-sufficiency counseling is necessary for a minimum of six (6) months to receive down payment and closing cost financial assistance. Clients may withdraw from self-sufficiency counseling at any time by providing written notice to their MAP counselor.

B. Eligibility

1. A client who meets NAHASDA eligibility requirements upon entry into the Integrated Self-Sufficiency Solutions Program will remain eligible for down payment and closing cost financial assistance for a period of five (5) years from the date of eligibility, as long as they continuously and actively participate in self-sufficiency counseling. Clients' income can increase during this five (5) year period without a reduction in the amount of eligible financial assistance, as established upon initial program eligibility, as long as the household composition is unchanged.
2. Should household composition (the addition or reduction of a household member) change after being deemed eligible for the program, the client must notify program staff. At this point, eligibility will be re-verified.
3. Should a household need self-sufficiency counseling beyond five (5) years, household income will be re-examined for eligibility. At that time, household income may exceed 80% of the National Median Household Income but cannot be greater than 100% of the National Median Household Income, as determined by the NAHASDA/IHBG. The amount of monetary assistance the household is eligible for will be based on the updated income

verification and availability of program funds. Households with income between 80.01% and 100% of the National Median Household Income may be eligible for a prorated amount of financial assistance.

C. Participation

Active continuous participation in self-sufficiency counseling is required. A client may be removed from self-sufficiency counseling for inactivity, which includes any one of the following:

1. Missing three scheduled appointments without notice of cancellation.
2. Failing to respond to counselor's attempts to make contact. The first attempts to contact will be made by phone and US Postal Service and the final attempt to contact will be by certified mail through the US Postal Service.
3. Failing to actively participate, which is defined as attending meetings on a regular basis and making progress toward established goals.

D. Removal

A client who is removed from self-sufficiency counseling and later requests reentry into the Integrated Self-Sufficiency Solutions Program must re-certify to ensure they meet NAHASDA eligibility guidelines. Previous time spent in self-sufficiency counseling will not apply to the six (6) month minimum participation requirement to receive financial assistance.

E. Referrals

Self-sufficiency counselors will make referrals to Cherokee Nation's Human Services, Education, Career Services and Health Services, as needed, for emergency services, domestic issues, education/career training or health needs to prepare clients for self-sufficiency through sustainable homeownership.

F. Completion

A client has completed self-sufficiency counseling when they have actively participated in self-sufficiency counseling a minimum of six (6) months and have become mortgage ready, meaning their income and credit history are both sufficient to qualify for a non-predatory mortgage loan and they have completed twelve hours of Homebuyers Education classes conducted by Cherokee Nation. The client will receive financial assistance for down payment and closing costs upon completion, contingent on available funding.

G. Responsibilities

1. Client Responsibilities
 - a. be open and honest with the counselor
 - b. contact the counselor if he/she is unable to keep a scheduled appointment
 - c. be prepared for appointments
 - d. take control of his/her cash management and credit
 2. Self-Sufficiency Counselor Responsibilities
 - a. be professional and honest
 - b. contact the client if he/she is unable to keep a scheduled appointment
 - c. keep client information confidential
-

IV. SELECTION

A. Geographic Distribution of Financial Assistance

Geographic distribution of funds, based on Native American population, will be implemented to the extent possible in accordance with section 102(c)(2)(A) of NAHASDA through the solicitation of eligible applications from all geographic areas within Cherokee Nation's jurisdictional boundaries.

B. Application Prioritization

Applications will be processed on a first come first serve basis. Financial assistance may be limited at times and in those instances when there are more eligible and mortgage ready applicants than funding, the following client prioritization will be implemented in the order listed below:

1. Cherokee Nation citizens who have participated in self-sufficiency counseling longer than twelve (12) months.
2. Cherokee Nation citizens with household income below 60% of the National Median Household Income.
3. Cherokee Nation citizens with household income between 60.01% and 70% of the National Median Household Income.
4. Cherokee Nation citizens with household income between 70.01% and 80% of the National Median Household Income.
5. Any other Cherokee Nation citizen.
6. Citizens/members of other federally recognized tribes with household income below 60% of the National Median Household Income.

7. Citizens/members of other federally recognized tribes with household income between 60.01% and 70% of the National Median Household Income.
 8. Citizens/members of other federally recognized tribes with household income between 70.01% and 80% of the National Median Household Income.
-

C. Housing Subsidy Equalization

MAP fund recipients are not eligible for services provided by the Housing Authority of Cherokee Nation's Rehabilitation Department. Exceptions will only be made for recipients requiring home rehabilitation due to a member of their household becoming handicapped or disabled after their home purchase.

V. HOUSING STRUCTURES

Financial assistance will be provided to help clients with the purchase of the following housing structures:

A. Maximum purchase price \$150,000

B. Standard Requirements

1. A functioning heating system
2. A functioning plumbing system that:
 - a. uses a properly installed system of piping
 - b. includes a kitchen sink and a partitioned bathroom with lavatory, toilet and bathtub or shower
 - c. uses water supply, plumbing and sewage disposal systems that conform to minimum county or state codes
3. A functioning electrical system using wiring and equipment properly installed to safely supply electrical energy for adequate lighting and operation of appliances
4. Be at least 540 square feet in size
5. Pass a structural inspection performed by a Housing Authority of Cherokee Nation Inspector or a State Certified Inspector prior to closing

C. Single Wide Manufactured Homes

1. Be at least 16 feet wide
2. Be installed or erected on home site in compliance with the manufacturer's requirements for anchoring, support, stability and maintenance

3. Have installed tie downs, skirting and concrete block pier no greater than 8 feet off center
4. Client must own the land on which the home is to be placed
5. Manufacturer's Certificate of Origin or valid title
6. ~~Twelve (12) month or longer warranty if purchased new~~
7. Post-installation inspection performed 90 days following distribution of financial assistance to ensure utilities are in working order and installation of tie downs and skirting is complete

D. Multi Wide Manufactured Homes

1. Be installed or erected on home site in compliance with the manufacturer's requirements for anchoring, support, stability and maintenance
2. Have installed tie downs, skirting and concrete block pier no greater than 8 feet off center
3. Manufacturer's Certificate of Origin or valid title
4. Client must own the land on which the home is to be placed
5. Twelve (12) month or longer warranty if purchased new
6. Post-installation inspection will be performed 90 days following distribution of financial assistance ensure utilities are in working order and installation of tie downs and skirting is complete

E. Existing Traditional Built Homes (includes modular homes and pole barn homes)

1. Meet HUD standards
2. Meet local, state and federal building codes or funds to bring home up to code must be set aside in an escrow account
3. Homes requiring rehabilitation are eligible structures as long as funds to complete rehabilitation are included in the mortgage loan
4. Single family dwelling
5. Pass a lead paint inspection conducted by Cherokee Nation Environmental Programs if home was built prior to 1978

F. Site Requirements

1. All utilities must be located on home site before Cherokee Nation will disburse financial assistance or buyer must provide evidence utilities are available and prove funds are available to pay costs associated with bringing utilities to the site
2. Home must be situated on no more than 5 acres of land
3. Property the home is situated on must pass an Environmental Review conducted by Cherokee Nation Environmental Programs

4. Home must meet HUD's definition of a modest design, 24 CFR §884.110. See Exhibit H for HUD's definition of a modest design.

VI. SELF-HELP CONTRIBUTIONS

Cherokee Nation Legislative Act 39-04 requires self-help contributions from recipients of Cherokee Nation services as a mechanism to contribute to the Cherokee community. Program financial recipients are required to provide no less than 30 hours of self-help contributions. See Exhibit E for eligible self-help contributions.

VII. MORTGAGE FINANCING

If financing is necessary for the participant to purchase a home, the lending institution must agree to provide a Closing Disclosure to Cherokee Nation at least five (5) working days prior to the loan closing. Co-signers or guarantors are permissible, although the household income must support the mortgage payment and all other household debt. The purchase price of the home must not exceed \$150,000 and be no greater than the appraised value of the home.

Mortgage financing must be non-predatory as described in Exhibit C Non-Predatory Guidelines of these policies for specific information on conditions described below. The mortgage loan must have:

- A. Term no greater than 30 years; this does not apply to USDA Rural Development Loans**
- B. Fixed interest rate for the life of the loan OR an adjustable interest rate that lender agrees to reset according to specified guidelines**
- C. No balloon payments**
- D. Acceptable interest rate**
- E. Reasonable closing costs and fees**
- F. Acceptable debt to income ratio**

VIII. DISTRIBUTION OF FINANCIAL ASSISTANCE

The closing company selected by the client must agree to allow Cherokee Nation to provide financial assistance through an ACH deposit or wire into the closing company's bank account. If the closing company refuses this method of payment, the client must select a different closing company who will accept an ACH deposit or wire transfer.

Cherokee Nation will provide the initial down payment and closing costs assistance of up to \$20,000, contingent upon available funding, on the day of closing for eligible participants. The exact amount of assistance provided will be determined by household income at the time of program eligibility, as indicated in the table below.

Clients active in self-sufficiency counseling for more than five (5) years will recertify income to determine eligible financial assistance. Households with income between 80.01% and 100% of the National Median Income may receive a prorated amount of financial assistance.

MAP Tiered Funding	
Income Level	MAP Assistance
60% or less of National Median Household Income	\$20,000
60.01% to 70% of National Median Household Income	\$15,000
70.01% to 80% of National Median Household Income	\$10,000

To calculate the assistance amount for households with income between 80.01% and 100% National Median Income, deduct 1% from the \$10,000 base for each 1% the household income exceeds 80% of the National Median Income. For example, if household income is 85% of National Median Income: $\$10,000 - (\$10,000 * .05) = \$9,500$.

IX. SECONDARY MORTGAGES

Clients must sign a mortgage note in the amount of financial assistance received. This mortgage is forgivable and placed in secondary position to the primary mortgage. The secondary mortgage will be for a term determined by the amount of financial assistance received. This mortgage will be released without payment after the recipient lives in the home for the term of the second mortgage.

Amount of Assistance	Mortgage Term
\$0 - \$10,000	5 years
\$10,001 - \$20,000	10 years

Should the client not live in the home, as their primary residence, for the full term of the second mortgage the second mortgage will be enforced and repayment expected at a prorated amount based on time the client resided in the home. Prorated repayment will be made for any of the following conditions:

- A. Home is not used as the recipient's primary residence for the term of the second mortgage.**
 - B. Recipient sells the home before having owned it for the term of the second mortgage.**
 - C. Recipient loses home in foreclosure before having owned it for the term of the second mortgage.**
-
- D. First mortgage is refinanced in a manner that includes unfavorable terms, equity cash out, debt consolidation or unacceptable debt to income ratio.**

X. MANAGEMENT AND MAINTENANCE

Clients are expected to maintain the house and all systems, which includes maintaining the sewage system, enforce warranties, pay taxes due and maintain insurance, as well as any other homeowner responsibilities on the open market.

A. Maintenance and Repair

Client agrees to keep the home in good repair, maintain the lawn and keep the surrounding area free of debris.

B. Conduct

Client agrees to conduct himself/herself and cause any other person(s) on the premises, with the participant's consent, to conduct themselves in a manner which will not disturb the peaceful enjoyment of the neighbor(s) and their accommodations and which will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.

C. Criminal Activity

Client agrees not to participate in or allow guest(s) to participate in criminal activity, including drug-related criminal activity, on the premises. Drug-related criminal activity includes the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. Sec. 802).

XI. APPEAL PROCESS

A grievance procedure is established to assure applicants and homebuyers are afforded an opportunity for a hearing if the applicant or homebuyer disputes any Cherokee Nation action or failure to act involving an application, contract or decision and that adversely affects the applicant's or homebuyer's rights, duties, welfare or status.

All appeals must be submitted in writing to Cherokee Nation Commerce Services within forty-five (45) days of written notification of action and should contain information specific to the reasons for denial. The Commerce Services Executive Director will issue a written response to the appellant. This decision will be final.

XII. MEDIATION/ARBITRATION

In the event disputes regarding program eligibility arise, neither party shall pursue any legal action against the other until the following requirements have been met.

- A. Party has pursued all remedies under this agreement to no avail.**
- B. Mediation is requested within ten (10) days after the last remedial action took place under this agreement.**

Mediation shall be conducted by an official of Cherokee Nation Commerce Services. In the event the mediation is unsuccessful, the claim shall be decided by binding arbitration in accordance with Cherokee Nation law, and the request for arbitration must be submitted within fifteen (15) days of the conclusion of the mediation. The decision of the arbitrator shall be final and binding and without any remedy thereafter to the court system.

XIII. NOTICES

Notices hereunder shall be in writing and be deemed delivered upon receipt if hand-delivered or delivered by express delivery service, or three (3) days following the deposit thereof in the mail, certified, return receipt requested, to the address shown below.

Cherokee Nation Commerce Services
P.O. Box 948
Tahlequah, OK 74465

XIV. EXHIBITS

- A. Application**
- B. Forgivable Mortgage Agreement**
- C. Non-Predatory Guidelines**
- D. Section 8 Definition of Income**
- E. Self-Help Contributions**
- F. Mobile Home Inspection Checklist**
- G. Definition of Modest Design**



Program Description

The MORTGAGE ASSISTANCE PROGRAM provides qualified Native Americans with down payment and closing cost assistance to purchase or construct a home. Please contact MAP before making any home purchase arrangements. Eligibility criteria is listed below:

- Household income must not exceed 80% of the National Median Income as established by HUD
- Head of household or spouse must be a member of a federally recognized tribe; preference is given to Cherokee Nation citizens
- Head of household and spouse must be first-time homebuyers. A first time homebuyer is an individual who has never had any ownership interest in a home. Exceptions will be made for victims of documented domestic violence and individuals who have only owned a mobile residence.
- Must purchase a home within Cherokee Nation jurisdictional boundaries
- Mortgage loans must meet Cherokee Nation’s non-predatory criteria
- A soft second mortgage will be placed on the home; if the home is not used as a primary residence a prorated payback will be required
- Home must pass a Cherokee Nation environmental review and structural inspection
- Home must be situated on no more than 5 acres
- Applicant must attend Cherokee Nation Homebuyers Education classes provided at no cost to the applicant

The following documents must be submitted:

- | | |
|--|--|
| <input type="checkbox"/> MAP Application | <input type="checkbox"/> Employment Form for all employed household members |
| <input type="checkbox"/> Income Assistance | <input type="checkbox"/> Copy of Social Security cards for applicant and co-applicant |
| <input type="checkbox"/> Child Support Affidavit | <input type="checkbox"/> Copy of Driver’s License for all household members 18 & over |
| <input type="checkbox"/> Divorce Decree with custodial responsibility | <input type="checkbox"/> Copy of Tribal Citizenship card for applicant and co-applicant |
| <input type="checkbox"/> Asset Information | <input type="checkbox"/> Copy of Credit Reports (instructions for obtaining the report are included with this application) |
| <input type="checkbox"/> Declaration of Section 214 Status for all household members | |
| <input type="checkbox"/> Income Declaration for all household members over 18 | |

NAHASDA Median Income Guidelines effective May 18, 2017

Family Size	1	2	3	4	5	6	7	8
80%	\$38,080	\$43,520	\$48,960	\$54,400	\$58,752	\$63,104	\$67,456	\$71,808

*Monetary assistance is contingent upon available funding

Application Processing and Office Locations

Mail Application to:

**Cherokee Nation
MAP
P.O. Box 828
Tahlequah, OK 74465**

For Information Please Call:
918-453-5536

Office Locations:

Cherokee Nation
Tsa La Gi Annex
17675 S. Muskogee Avenue
Tahlequah, OK 74464
(918) 453-5536

Housing Authority of Cherokee Nation
23205 S. Hwy 66
Claremore, OK 74018
(918) 342-6803

Housing Authority of Cherokee Nation
2260 W. Cherokee
Sallisaw, OK 74955
(918) 774-0770 ext. 1 or 2

Housing Authority of Cherokee Nation
109 13th St.
Jay, OK 74346
(918) 453-5536



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Commerce

STAMP

Mortgage Assistance Program

APPLICANT INFORMATION

Full Legal Name		Date	Community
Mailing Address		For Office Use Only: RECEIVED BY: FORWARD TO:	
City and State	Zip Code		
Main Contact Number/Home/Cell Phone:	Work Phone:	E-mail for all contact purposes:	
Closest Relative Not Living in Your Household:		Home / Cell Phone	Work Phone
Address		City / State	Zip Code

HOUSEHOLD COMPOSITION

FULL NAME(S) – All Household Members including yourself: Last, First, Middle	Relation	Sex M/F	Date of Birth	Native American Y/N	List Tribe	Social Security Number ***REQUIRED***
1						
2						
3						
4						
5						
6						
7						
8						

Are there family members temporarily absent? YES NO If yes, whom: _____ Relation: _____

Where are they residing? _____ When are they expected to return? _____

TOTAL HOUSEHOLD INCOME

HOUSEHOLD MEMBER	EMPLOYER	GROSS WEEKLY WAGES	WELFARE TANF	CHILD SUPPORT RECEIVED	SOCIAL SECURITY BENEFITS	UNEMPLOYMENT BENEFITS	ALL OTHER INCOME
1							
2							
3							
4							
5							

Do you currently own your home? YES NO

If NO, do you: Rent Live with Family/Friend **Rent Payment:** _____

PREVIOUS PARTICIPATION

Have you or any member of the household ever received assistance from one or more of the following programs:

- | | | | | | |
|------------------------------|------------------------------|-----------------------------|------------------------------|------------------------------|-----------------------------|
| 1. Rehab to Home | <input type="checkbox"/> YES | <input type="checkbox"/> NO | 4. Self-Help Housing (SIP) | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Mutual Help (Indian Home) | <input type="checkbox"/> YES | <input type="checkbox"/> NO | 5. Mortgage Assistance (MAP) | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Water and Sanitation | <input type="checkbox"/> YES | <input type="checkbox"/> NO | 6. Rural Rental Home | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. HIP | <input type="checkbox"/> YES | <input type="checkbox"/> NO | 7. Other: | _____ | |

If you have participated in any of the programs, please provide the city and county you received services: _____

Do you or your spouse have any relative(s) presently working for, or holding office in the Cherokee Nation, or one of its entities?
 YES NO If YES, please provide name(s) or relative(s), relation, entity, and program: _____

APPLICANT CERTIFICATION

Please read before signing this application. In order to receive services, you must meet all eligibility requirements and program funding must be available.

Warning: Section 1001 of Title 18 of the US Code makes it a criminal offense to conceal information from or knowingly and willfully make false or fraudulent statements to any department of agency of the US regarding any matter within its jurisdiction.

I/We certify that the information given on this application is accurate and complete to the best of my/our knowledge. I/We understand that false statements or information are punishable under Federal Law. I/We also understand that false statements or information are grounds for termination of housing assistance. No record will be communicated to anyone or any agency unless requested in writing, either by the applicant or an officer or employee of the housing program or other Federal agency requiring it in the performance of their duties. This application will not be valid unless completely filled out. Incomplete applications will be returned.

I/We certify that any changes in household income or household composition prior to the home purchase will be reported to the Mortgage Assistance Program staff in accordance with NAHASDA regulations Part 24 of the Code of Federal Regulations Subsection 1000.147 (a)2 and (a)4 which state a household's income must meet eligibility standards at the time of purchase or construction contract is entered. Changes in household income or composition may be reported by contacting the Mortgage Assistance Program at 918-453-5536. Monetary assistance is contingent upon available funding.

I hereby authorize the Cherokee Nation to obtain and review my credit report. My signature below also authorizes the release of account information to and from other financial institutions I have supplied to Cherokee Nation in connection with such evaluation. I understand the processing of this application will require providing my information to the Cherokee Nation. I understand eligibility for Mortgage Assistance is contingent on all occupants meeting program criteria.

I hereby authorize the Cherokee Nation to request any information needed from my Lender/Broker. I hereby authorize my Lender/Broker to provide any and all information requested by the Cherokee Nation, including but not limited to a copy of my credit report, copies of income verifications, employment verifications, credit references (including landlord reference), copies of W-2 forms, tax returns, appraisals, and any other documentation used in processing my mortgage loan.

The information obtained from the Lender/Broker is only to be used in the determination of eligibility for Cherokee Nation programs.

CONSENT: I consent to Cherokee Nation requesting and obtaining income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD/Cherokee Nation's assisted housing programs. I understand income information under this consent form cannot be used to deny, reduce, or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

Signature of Head of Household

Date

Signature of Spouse

Date

Other Family Member over the age 18

Date

Other Family Member over the age 18

Date

PRIVACY ACT NOTICE: THIS INFORMATION IS TO BE USED BY THE AGENCY COLLECTING IT OR ITS ASSIGNEES IN DETERMINING WHETHER YOU QUALIFY AS A PROSPECTIVE PARTICIPANT OR BORROWER UNDER THE AGENCY'S PROGRAM(S). IT WILL NOT BE DISCLOSED OUTSIDE THIS AGENCY EXCEPT AS REQUIRED AND PERMITTED BY LAW.



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Income Assistance Affidavit

This form must be completed and signed by all household members 18 year of age or older even if no benefits are received.

- I certify my household is NOT presently receiving income assistance from the Department of Human Services or Tribal Services, provided by a Native American tribe.
- I certify that my household receives income assistance as indicated below:

INCOME ASSISTANCE		
TYPE OF BENEFIT	AMOUNT	LIST PERSON(S) RECEIVING BENEFIT AS INDICATED
SSA	\$	
SSI	\$	
VA – VETERANS	\$	
TANF	\$	
CHILD SUPPORT	\$	
AID TO DISABLED	\$	
AID TO ELDERLY	\$	
GENERAL ASSISTANCE	\$	
TRIBAL WORK EXPERIENCE	\$	
UNEMPLOYMENT BENEFIT	\$	
OTHER:	\$	
EXPLAIN OTHER TYPE OF BENEFIT:		
DOES THE STATE PAY SUPPLEMENTAL INSURANCE / MEDICARE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, LIST AMOUNT: \$

I understand that this affidavit is made as part of the qualification for the Mortgage Assistance Program. Under penalty of perjury, I certify the above representations to be true as of the date shown below in signing the affidavit.

HOUSEHOLD SIGNATURE ATTESTATION		
YOU ARE AUTHORIZED TO FURNISH ALL INFORMATION REQUESTED ON THIS INQUIRY		
SIGNATURE:	DATE:	SOCIAL SECURITY NUMBER
SIGNATURE:	DATE:	SOCIAL SECURITY NUMBER
SIGNATURE:	DATE:	SOCIAL SECURITY NUMBER
SIGNATURE:	DATE:	SOCIAL SECURITY NUMBER
IF YOU DRAW BENEFITS FROM A DIFFERENT SOCIAL SECURITY NUMBER, LIST THE NUMBER:		
V.A. CLAIM NUMBER(S):		

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to conceal information from or knowingly and willfully make false or fraudulent statements to any Department or Agency of the U.S. regarding any matter within its jurisdiction.



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Asset Information

If you do not have any accounts, assets, own or have any interest in real property, please check the Not Applicable box and sign below: **Not Applicable**

DESCRIPTION OF ASSETS		
CHECK	TYPE	BALANCE \$
	CHECKING	
	CHECKING	
	SAVINGS	
	SAVINGS	
	CERTIFICATE OF DEPOSIT (CD)	
	IRAs	
	MUTUAL FUNDS	
	STOCKS / BONDS	
	MONEY MARKETS	
	ANNUITIES	
	OTHER TYPE:	
REAL PROPERTY (LAND, HOUSE, ETC.)	DO YOU OWN OR CO-OWN (TRUST, JOINT) ANY REAL PROPERTY? <input type="checkbox"/> YES <input type="checkbox"/> NO	
IF YES, WHERE IS THE PROPERTY LOCATED?	STATUS: (Taxable, Trust, Restricted)	
REAL PROPERTY DISPOSED	HAVE YOU OWNED OR DISPOSED OF ANY REAL PROPERTY IN THE PAST 3 YEARS BY SALE, GIFT, OR TRANSFER? <input type="checkbox"/> YES <input type="checkbox"/> NO	
IF YES, HOW WAS THE PROPERTY DISPOSED OF? PLEASE CHECK ONE OF THE BOXES BELOW.		
<input type="checkbox"/> SALE <input type="checkbox"/> ASSIGNMENT/TRANSFER/GIFT <input type="checkbox"/> FORECLOSURE <input type="checkbox"/> OTHER		
_____ Signature, Head of Household	_____ Date	_____ Spouse Signature
		_____ Date

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to conceal information from or knowingly and willfully make false or fraudulent statements to any Department or Agency of the U.S. regarding any matter within its jurisdiction.



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Commerce

Employment Form

Not Applicable

Self-Employed (include 3 yr taxes)

Complete the top half of this form by listing your employer's name and mailing address. Print your name, social security number and your employer's phone number. Cherokee Nation MAP will contact your employer for employment verification.

IDENTIFICATION INFORMATION	
NAME OF COMPANY / EMPLOYER	PRINT EMPLOYEE'S NAME
MAILING ADDRESS OF EMPLOYER	SOCIAL SECURITY NUMBER
CITY, STATE, AND ZIP CODE	EMPLOYER'S PHONE NUMBER and FAX NUMBER
I HEREBY AUTHORIZE YOU TO FURNISH ALL INFORMATION REQUESTED ON THIS INQUIRY:	
_____	_____
SIGNATURE OF APPLICANT	DATE

This section to be completed by Employer

EMPLOYER INFORMATION	
PLEASE PROVIDE THE ANTICIPATED GROSS EARNINGS FOR THE NEXT 12 MONTH PERIOD (YEAR) :	\$
YEAR TO DATE TOTAL INCOME:	\$
AVERAGE NUMBER OF HOURS PER PAY PERIOD:	<input type="checkbox"/> HOURLY <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> BI-MONTHLY <input type="checkbox"/> MONTHLY
AVERAGE NUMBER OF HOURS PER WEEK:	AVERAGE OVERTIME HOURS RECEIVED ANNUALLY:
CURRENT HOURLY PAY RATE (GROSS)	\$
REGULAR FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/> TEMPORARY <input type="checkbox"/> SEASONAL <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> OTHER <input type="checkbox"/>	
NOTES:	
IF TEMPORARY/SEASONAL, INDICATE LAY OFF PERIODS:	
TITLE / POSITION:	DATE OF HIRE:

SIGNATURE OF AUTHORIZED PERSONNEL	

DATE	
COMPANY MAILING ADDRESS (STREET, CITY, STATE, ZIP)	PHONE NUMBER
FAX NUMBER	

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to conceal information from or knowingly and willfully make false or fraudulent statements to any Department or Agency of the U.S. regarding any matter within its jurisdiction.



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Employment Form

Not Applicable

Self-Employed (include 3 yr taxes)

Complete the top half of this form by listing your employer's name and mailing address. Print your name, social security number and your employer's phone number. Cherokee Nation MAP will contact your employer for employment verification.

IDENTIFICATION INFORMATION	
NAME OF COMPANY / EMPLOYER	PRINT EMPLOYEE'S NAME
MAILING ADDRESS OF EMPLOYER	SOCIAL SECURITY NUMBER
CITY, STATE, AND ZIP CODE	EMPLOYER'S PHONE NUMBER and FAX NUMBER
I HEREBY AUTHORIZE YOU TO FURNISH ALL INFORMATION REQUESTED ON THIS INQUIRY:	
_____	_____
SIGNATURE OF APPLICANT	DATE

This section to be completed by Employer

EMPLOYER INFORMATION	
PLEASE PROVIDE THE ANTICIPATED GROSS EARNINGS FOR THE NEXT 12 MONTH PERIOD (YEAR) :	\$
YEAR TO DATE TOTAL INCOME:	\$
AVERAGE NUMBER OF HOURS PER PAY PERIOD:	<input type="checkbox"/> HOURLY <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> BI-MONTHLY <input type="checkbox"/> MONTHLY
AVERAGE NUMBER OF HOURS PER WEEK:	AVERAGE OVERTIME HOURS RECEIVED ANNUALLY:
CURRENT HOURLY PAY RATE (GROSS)	\$
REGULAR FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/> TEMPORARY <input type="checkbox"/> SEASONAL <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> OTHER <input type="checkbox"/>	
NOTES:	
IF TEMPORARY/SEASONAL, INDICATE LAY OFF PERIODS:	
TITLE / POSITION:	DATE OF HIRE:

SIGNATURE OF AUTHORIZED PERSONNEL	

DATE	
COMPANY MAILING ADDRESS (STREET, CITY, STATE, ZIP)	PHONE NUMBER
	FAX NUMBER

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Commerce

Income Declaration

This form must be completed by each household member over age 18. All income must be listed below. Please include monetary gifts, money earned from odd jobs (babysitting, mowing, cutting wood, etc.) and formal employment.

You must report any changes to income immediately and furnish all information requested in this affidavit.

- I certify I receive no income from a private employer, odd jobs, unemployment or worker's compensation benefits, TANF, Social Security, Veterans or other governmental/tribal benefit, pension, retirement or annuity benefits, child support or contributions or gifts from anyone outside the home.
- I certify I am not presently employed in any capacity but anticipate becoming employed within the next 12 months.
- I certify I am not presently employed but I have accepted a position with _____ which will begin on _____. I will be earning \$_____ per _____ (weekly, monthly, etc.).
- I certify all income I receive is listed in the table below:

EMPLOYER	GROSS WEEKLY WAGES	WELFARE TANF	CHILD SUPPORT RECEIVED	SOCIAL SECURITY BENEFITS	UNEMPLOYMENT BENEFITS	ALL OTHER INCOME

I understand that this affidavit is made as part of the qualification for the Mortgage Assistance Program. Under penalty of perjury, I certify the above representations to be true as of the date shown below in signing the affidavit.

Print Name

Signature

Social Security Number

Date

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to conceal information from or knowingly and willfully make false or fraudulent statements to any Department or Agency of the U.S. regarding any matter within its jurisdiction.



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You must report any changes to income immediately and furnish all information requested in this affidavit.

- I certify I receive no income from a private employer, odd jobs, unemployment or worker's compensation benefits, TANF, Social Security, Veterans or other governmental/tribal benefit, pension, retirement or annuity benefits, child support or contributions or gifts from anyone outside the home.
- I certify I am not presently employed in any capacity but anticipate becoming employed within the next 12 months.
- I certify I am not presently employed but I have accepted a position with _____ which will begin on _____. I will be earning \$_____ per _____ (weekly, monthly, etc.).
- I certify all income I receive is listed in the table below:

EMPLOYER	GROSS WEEKLY WAGES	WELFARE TANF	CHILD SUPPORT RECEIVED	SOCIAL SECURITY BENEFITS	UNEMPLOYMENT BENEFITS	ALL OTHER INCOME

I understand that this affidavit is made as part of the qualification for the Mortgage Assistance Program. Under penalty of perjury, I certify the above representations to be true as of the date shown below in signing the affidavit.

Print Name

Signature

Social Security Number

Date

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Commerce

Child Support Affidavit

If you are divorced or separated with children, please complete this form. If this does not apply mark: **Not Applicable**

Affidavit must be signed by the custodial parent, even if not applicable.

Complete this form if you receive child support for any household member 18 years of age or younger.

- I do hereby swear I am the sole custodial parent of the following children and know of no court custodial matters regarding said child/children, as listed below.
- I certify that my household is not presently receiving any child support.
- I certify that my household receives child support as indicated below:

CHILD IDENTIFICATION and SUPPORT

INDICATE YES OR NO IF YOU RECEIVE CHILD SUPPORT FROM PARENT LISTED:

NAME OF CHILD	DATE OF BIRTH	AGE	NAME OF NON-CUSTODIAL PARENT	YES / NO

I DO HEREBY SWEAR AND AFFIRM I AM SEPARATED FROM:	(Name)
I HAVE <input type="checkbox"/> , HAVE NOT <input type="checkbox"/> , FILED FOR A DIVORCE OR LEGAL SEPARATION FROM:	(Name)
I AM DIVORCED FROM (Please submit Divorce Decree):	(Name)
PLEASE PROVIDE THE MONTHLY AMOUNT RECEIVED FOR CHILD SUPPORT OR ALIMONY:	\$

I understand that this affidavit is made as part of the qualification for the Mortgage Assistance Program. Under penalty of perjury, I certify the above representations to be true as of the date shown below in signing the affidavit.

HOUSEHOLD SIGNATURE ATTESTATION

YOU ARE AUTHORIZED TO FURNISH ALL INFORMATION REQUESTED ON THIS INQUIRY

SIGNATURE:	DATE:	SOCIAL SECURITY NUMBER
SIGNATURE:	DATE:	SOCIAL SECURITY NUMBER

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to conceal information from or knowingly and willfully make false or fraudulent statements to any Department or Agency of the U.S. regarding any matter within its jurisdiction.



Declaration of Section 214 Status

NOTICE TO APPLICANTS AND TENANTS: In order to be eligible for the housing assistance sought, each applicant for, or recipient of, housing assistance must be lawfully within the United States. Please read the Declaration statement carefully, sign and return it to the Cherokee Nation. Please feel free to consult with an immigration lawyer or other immigration expert of your choice.

A box must be completed for each member of the household. A parent or guardian must sign for family members under 18 years of age. Do not sign the child's name; sign your name as parent or guardian and print your child's name.

I certify under penalty of perjury, that to the best of my knowledge, I am lawfully within the United States because (please check below):

DECLARATION	
PLEASE CHECK THE APPROPRIATE BOX	COMPLETE FOR EACH HOUSEHOLD MEMBER
<input type="checkbox"/> I am a citizen by birth, a naturalized citizen, or a national of the United States, or; <input type="checkbox"/> I have eligible immigration status and I am 62 years of age or older (attach proof of age). <input type="checkbox"/> I have eligible immigration status as checked: <input type="checkbox"/> Immigrant status under 101 (a or 1010(a)(20) of the INA/3), <input type="checkbox"/> Parole status under 212(d)(5) of the INA/6, <input type="checkbox"/> Permanent residence under 249 or INA/4, <input type="checkbox"/> Refugee, asylum, or condition entry status under 207, 208, or 203 of the INA/4 or INA/6, <input type="checkbox"/> Threat to life or freedom under 243(h) of the INA/7; or <input type="checkbox"/> Amnesty under 245A of the INA/8. Attach INS document(s) evidencing immigration status and signed verification consent form.	NAME: SIGNATURE: DATE:
<input type="checkbox"/> I am a citizen by birth, a naturalized citizen, or a national of the United States, or; <input type="checkbox"/> I have eligible immigration status and I am 62 years of age or older (attach proof of age). <input type="checkbox"/> I have eligible immigration status as checked: <input type="checkbox"/> Immigrant status under 101 (a or 1010(a)(20) of the INA/3), <input type="checkbox"/> Parole status under 212(d)(5) of the INA/6, <input type="checkbox"/> Permanent residence under 249 or INA/4, <input type="checkbox"/> Refugee, asylum, or condition entry status under 207, 208, or 203 of the INA/4 or INA/6, <input type="checkbox"/> Threat to life or freedom under 243(h) of the INA/7; or <input type="checkbox"/> Amnesty under 245A of the INA/8. Attach INS document(s) evidencing immigration status and signed verification consent form.	NAME: SIGNATURE: DATE:
<input type="checkbox"/> I am a citizen by birth, a naturalized citizen, or a national of the United States, or; <input type="checkbox"/> I have eligible immigration status and I am 62 years of age or older (attach proof of age). <input type="checkbox"/> I have eligible immigration status as checked: <input type="checkbox"/> Immigrant status under 101 (a or 1010(a)(20) of the INA/3), <input type="checkbox"/> Parole status under 212(d)(5) of the INA/6, <input type="checkbox"/> Permanent residence under 249 or INA/4, <input type="checkbox"/> Refugee, asylum, or condition entry status under 207, 208, or 203 of the INA/4 or INA/6, <input type="checkbox"/> Threat to life or freedom under 243(h) of the INA/7; or <input type="checkbox"/> Amnesty under 245A of the INA/8. Attach INS document(s) evidencing immigration status and signed verification consent form.	NAME: SIGNATURE: DATE:
<input type="checkbox"/> I am a citizen by birth, a naturalized citizen, or a national of the United States, or; <input type="checkbox"/> I have eligible immigration status and I am 62 years of age or older (attach proof of age). <input type="checkbox"/> I have eligible immigration status as checked: <input type="checkbox"/> Immigrant status under 101 (a or 1010(a)(20) of the INA/3), <input type="checkbox"/> Parole status under 212(d)(5) of the INA/6, <input type="checkbox"/> Permanent residence under 249 or INA/4, <input type="checkbox"/> Refugee, asylum, or condition entry status under 207, 208, or 203 of the INA/4 or INA/6, <input type="checkbox"/> Threat to life or freedom under 243(h) of the INA/7; or <input type="checkbox"/> Amnesty under 245A of the INA/8. Attach INS document(s) evidencing immigration status and signed verification consent form.	NAME: SIGNATURE: DATE:

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How do I get a copy of my credit reports?

Answer: You are entitled to a free credit report every 12 months from each of the three major consumer reporting companies (Equifax, Experian and TransUnion). You can request a copy from AnnualCreditReport.com.

It is not necessary to purchase or provide your credit score. You only need to submit the free report with your MAP application.

You can request and review your free report through one of the following ways:

- **Online:** Visit AnnualCreditReport.com
- **Phone:** Call 1-877-322-8228
- **Mail:** Your credit report will be mailed to you within 15 days if it is requested by mail. Complete the attached Credit Report Request Form and a copy of one item in EACH of the categories below in order to assist with identity verification. The item you submit from the "identity" category must contain your Social Security number and the item you submit from the "Address" category must contain your current home mailing address.

Identity

- Social Security card
- Pay stub with Social Security number
- W2 Form

Address

- Driver's License
- Rental or lease agreement/house deed
- Pay stub with address
- Utility bill (gas, electric, water, cable, residential telephone bills)

Mail the completed form and the documents described above to:

Annual Credit Report
Request Service
P.O. Box 105281
Atlanta, GA 30348-5281

There are three credit bureaus, Equifax, Experian and TransUnion. Please provide a copy of your report from each credit bureau.

If you need assistance obtaining your free credit report, please contact our office at 918-453-5536 to schedule an appointment.



Annual Credit Report Request Form

You have the right to get a free copy of your credit file disclosure, commonly called a credit report, once every 12 months, from each of the nationwide consumer credit reporting companies, Equifax, Experian and TransUnion.

For instant access to your free credit report, visit www.annualcreditreport.com.

For more information on obtaining your free credit report, visit www.annualcreditreport.com or call 877-322-8228.

Use this form if you prefer to write to request your credit report from any, or all, of the nationwide consumer credit reporting companies. The following information is required to process your request. **Omission of any information may delay your request.**

Once complete, fold (do not staple or tape), place into a #10 envelope, affix required postage and mail to:

Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281.

Please use a Black or Blue Pen and write your responses in PRINTED CAPITAL LETTERS without touching the sides of the boxes like the examples listed below:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

0 1 2 3 4 5 6 7 8 9

Social Security Number:

- -

Date of Birth:

/ /

Month

Day

Year

Fold Here

Fold Here

First Name

M.I.

Last Name

JR, SR, III, etc.

Current Mailing Address:

House Number

Street Name

Apartment Number / Private Mailbox

For Puerto Rico Only: Print Urbanization Name

City

State

ZipCode

Previous Mailing Address (complete only if at current mailing address for less than two years):

House Number

Street Name

Fold Here

Fold Here

Apartment Number / Private Mailbox

For Puerto Rico Only: Print Urbanization Name

City

State

ZipCode

Shade Circle Like This →

Not Like This →

I want a credit report from (shade each that you would like to receive):

- Equifax
- Experian
- TransUnion

Shade here if, for security reasons, you want your credit report to include no more than the last four digits of your Social Security Number.



If additional information is needed to process your request, the consumer credit reporting company will contact you by mail.

Your request will be processed within 15 days of receipt and then mailed to you.

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31238





Annual Credit Report Request Form

You have the right to get a free copy of your credit file disclosure, commonly called a credit report, once every 12 months, from each of the nationwide consumer credit reporting companies, Equifax, Experian and TransUnion.

For instant access to your free credit report, visit www.annualcreditreport.com.

For more information on obtaining your free credit report, visit www.annualcreditreport.com or call 877-322-8228.

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Please use a Black or Blue Pen and write your responses in PRINTED CAPITAL LETTERS without touching the sides of the boxes like the examples listed below:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

0 1 2 3 4 5 6 7 8 9

Social Security Number:

Date of Birth:

Grid for Social Security Number: [][][] - [][] - [][][][][]

Grid for Date of Birth: [][] / [][] / [][][][]

Month

Day

Year

Fold Here

Fold Here

Grid for First Name and M.I.

First Name

M.I.

Grid for Last Name and suffix (JR, SR, III, etc.)

Last Name

JR, SR, III, etc.

Current Mailing Address:

Grid for House Number and Street Name

House Number

Street Name

Grid for Apartment Number / Private Mailbox

Apartment Number / Private Mailbox

Grid for Puerto Rico Urbanization Name

For Puerto Rico Only: Print Urbanization Name

Grid for City, State, and Zip Code

City

State

Zip Code

Previous Mailing Address (complete only if at current mailing address for less than two years):

Grid for Previous Mailing Address: House Number and Street Name

House Number

Street Name

Fold Here

Fold Here

Grid for Previous Mailing Address: Apartment Number / Private Mailbox

Apartment Number / Private Mailbox

Grid for Previous Mailing Address: Puerto Rico Urbanization Name

For Puerto Rico Only: Print Urbanization Name

Grid for Previous Mailing Address: City, State, and Zip Code

City

State

Zip Code

Shade Circle Like This →

Not Like This →

I want a credit report from (shade each that you would like to receive):

- Equifax
- Experian
- TransUnion

Shade here if, for security reasons, you want your credit report to include no more than the last four digits of your Social Security Number.



If additional information is needed to process your request, the consumer credit reporting company will contact you by mail.

Your request will be processed within 15 days of receipt and then mailed to you.

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NOTE

[Date]

[City]

[State]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **15,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **CHEROKEE NATION**
1500 Hensley Drive
Tahlequah, OK 74464

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **0.00001** %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1st** day of each month beginning on _____, I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on _____, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **1500 Hensley Drive**
Tahlequah, OK 74464

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ _____

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of _____ calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be _____ 0.00000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

[Sign Original Only]

Refer to the attached *Signature Addendum* for additional parties and signatures.

ADDENDUM

Borrower(s) hereby agree that during the **TEN-YEAR** term of this mortgage that no repayment is required unless the following conditions occur:

The sale or conveyance of the real property described herein to a third party during the ten-year term;

The real property described is not used as their primary residence; or

Any portion of the real property described herein is rented by the borrowers.

In these circumstances the amount of this mortgage will immediately become due and payable to the Cherokee Nation

It is also agreed that the borrower(s) shall be required to make monthly payments to the first mortgage lender in a timely fashion.

It is also agreed that upon the maturity date of the note executed in connection with this mortgage, if the borrower(s) have complied with the above requirements, the Cherokee Nation will forgive the total balance of the balloon note.

In the event that one of the above conditions occur that accelerate the repayment of this second mortgage, then a prorated amount shall be due according to the number of months that the Borrower has held the property and has maintained the first mortgage in a timely manner. The amount forgiven shall be computed by dividing the amount of this note by the number of months of the note. A monthly amount will be forgiven for each full month that the first mortgage has been maintained in a timely manner. No partial months will be allowed.

The estate acquired by the second mortgage holder through exercise of the right of first refusal shall not merge with any other estate or title, held by the second mortgage holder as long as the estate and/or any improvements on the estate, or any interest therein, are subject to the Security Instrument, and the estate shall remain subject to the Security Instrument.

Borrower(s) hereby agrees that during the mortgage term if the property is to be sold that the Cherokee Nation shall have the first right of refusal for the purchase of said property. Such option to be exercised by Cherokee Nation within 45 days of the written notice of sale being presented to the Cherokee Nation by borrower(s) or the same will become void.

INITIALS _____

Prior Mortgages and Deeds of Trust; Charges; Liens.

Borrower(s) shall perform all of Borrower'(s) obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower'(s) covenants to make payments when due. Borrower(s) shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

Mortgagee and Mortgagor acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the lien terms, covenants and conditions of the First Mortgage. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith.

Self-Sufficiency Counseling Policies

I Purpose

The purpose of Self-Sufficiency Counseling is to assist Mortgage Assistance Program, MAP, applicants who cannot obtain a non-predatory mortgage or who can obtain a less expensive mortgage loan with counseling. Self-Sufficiency Counseling consists of household budgeting, credit repair planning, debt reduction strategies and homebuyers education classes.

II Participation

- A.** Client participation in Self-Sufficiency Counseling is voluntary. Clients may withdraw from the Self-Sufficiency Counseling at any time with written notice to their counselor.
- B.** A client who meets NAHASDA eligibility requirements upon entry into the Self-Sufficiency Counseling program will remain eligible for MAP for a period of five (5) years from the date of application, as long as they actively participate in counseling. Clients' income can increase during this five (5) years if they continue to actively participate in the program.
- C.** Should a household need to remain active beyond five (5) years, the household income will be re-examined for eligibility. At that time, household income must be no greater than 100% of the National Median Household Income, as determined by the NAHASDA/Indian Housing Block Grant. The amount of monetary assistance the household is eligible for will be based on the updated income verification. Households with income between 80.01% and 100% of the National Median Household Income may be eligible for a prorated amount of monetary assistance.
- D.** A client may be removed from the Self-Sufficiency Counseling program for inactivity, which includes:
- Missing three scheduled appointments without notice of cancellation
 - Failing to respond to Self-Sufficiency Counselor's attempts to make contact. The first attempts to contact will be made by phone and US Postal Service and the final attempt to contact will be by certified mail through the US Postal Service.

- Failing to actively participate, which is defined as attending meetings on a regular basis and making progress toward established goals.
- E.** A client who is removed from the Self-Sufficiency Counseling program and later requests participation in the Mortgage Assistance Program must re-certify to ensure they meet NAHASDA eligibility guidelines.

III Referrals

Self-Sufficiency Counselors will make referrals to Cherokee Nation Human Services and Cherokee Nation Career Services as needed for emergency services, domestic issues or education/career training needs to prepare clients for homeownership.

IV Program Completion

A client has completed the Self-Sufficiency Counseling program when they have become mortgage ready, meaning their income and credit history are both sufficient to qualify for a non-predatory mortgage loan and they have completed twelve hours of Homebuyers Education classes conducted by Cherokee Nation.

V Responsibilities

A. Client Responsibilities

- be open and honest with the Counselor
- contact the counselor if he/she is unable to keep a scheduled appointment
- be prepared for appointments
- take control of his/her credit

B. Self-Sufficiency Counselor Responsibilities

- be professional and honest
- contact the client if he/she is unable to keep a scheduled appointment
- keep client information confidential

NON - PREDATORY GUIDELINES

Debt to Income Ratios should not exceed 31% for housing and 40% total debt. Ratios will be calculated based on gross household income.

Interest rate charged on loans for stick built homes must be fixed for the life of the loan and should be no more than 1% over the going market rate if the loan is to be sold on the secondary market. Market rates can be found at www.bankrate.com.

If a mortgage loan will be financed and held by a local bank, the interest rate charged on loans for stick built homes must be no more than 1% over the going market rate for a 30 year conventional mortgage loan as published on www.bankrate.com OR the bank's floor rate if the going market rate plus 1% is lower than the bank's floor rate. If the loan has an adjustable rate, the bank may not raise the interest rate more than 1% over the going market rate for a 30 year fixed rate loan as published by www.bankrate.com on the date of adjustment; the bank's floor rate would be accepted if the market rate plus 1% is lower than the bank's floor rate.

Mortgages may not include any balloon payments.

Interest rates on mobile home loans may not be more than 3% over the going market rate for a 30 year conventional mortgage loan. The rate must be fixed for the life of the loan. If the mobile home is attached to land and the lender is creating a mortgage on real property, the loan should be treated as a loan on a stick built home and the interest guidelines for a stick built home apply.

The term of the loan may not exceed 30 years except when the MAP recipient is obtaining a USDA Rural Development loan.

Closing costs must be normal and customary.

SECTION 8 DEFINITION OF INCOME

(see 24 CFR, part 5, subpart F {Section 5.609} for full definition)

- a) Annual income means all anticipated amounts, monetary or not which, given to family members, which are not specifically excluded, including amounts from assets to which any family member has access.
- b) Annual income includes, but is not limited to wages, salaries, and tips before payroll deductions; net income from business or professional operations; interest dividends, and other net income from real or personal property; any cash or asset withdrawal from business or professional operations; where family has assets in excess of \$5,000, annual income shall include the greater of actual income derived from assets or a percentage of value of such assets based on the current passbook rate; amounts received from social security, annuities, insurance policies, disability, or death benefits; payments in lieu of earnings; welfare assistance; periodic and determinable allowances such as alimony and child support; and all special pay and allowance of members of the armed forces, unless specifically excluded.
- c) Annual Income does not include the following, income from employment of children; payments received for foster children or adults; lump sum additions to family assets (inheritances and insurance payments); amounts received by family that are specifically for cost of medical expenses for family members; income of live in aid; student financial assistance paid directly to the student or educational institution; special pay to members of armed services exposed to hostile fire; amounts received under training programs funded by HUD; amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a plan to attain self-sufficiency (PASS); amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; amounts received under a resident service stipend; incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs; temporary, nonrecurring or sporadic income (including gifts); earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse); adoption assistance payments in excess of \$480 per adopted child; deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amount; amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit; amounts paid by a State agency to a family with a member

who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home, or; amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

- d) Federally mandated exclusions are amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937 and NAHASDA.

Self-Help Contributions

Self-Help Hours Required – Mortgage Assistance Program (MAP) participants must perform thirty (30) hours of community service or self-help contribution to be eligible for MAP disbursement.

- A. Homebuyers Education** – MAP fund recipients must attend a Homebuyers Education class conducted by Cherokee Nation. This class will count as twenty (20) hours of self-help contribution.
- B.** MAP recipients may choose any combination of the following activities to meet the remaining ten (10) hour self-help contribution requirement:

1. Self-Sufficiency Counseling

Participation in Self-Sufficiency Counseling for longer than six (6) months will fulfill the remaining Ten (10) hours of self-help contribution requirements. Participants who are in Self-Sufficiency counseling for less than six (6) months will receive two (2) hours of credit toward their self-help contribution for every month they are in counseling.

2. Community Involvement

Hour for hour contribution credit will be given for community involvement (i.e., one hour of volunteer service would equate to one hour of self-help contribution). Some examples of community involvement are attending Cherokee Nation Tribal Council meetings, attending community meetings, volunteering in a community organization or church or volunteering in a school. Volunteer service must have been performed in the six (6) months preceding MAP disbursement.

3. Pre-Purchase Research

Completion of the following tasks will count as ten (10) hours of self-help contribution:

- Attend the home inspection and complete a home inspection worksheet for submittal to a Cherokee Nation Housing Counselor.
- Obtain at least three homeowners insurance quotes and submit them to a Cherokee Nation Housing Counselor.
- Contact the County Assessor to obtain property tax estimates and review any covenants associated with the property.
- Contact the utility company to acquire estimated cost of utilities

4. Financial Education

Attending a financial education course conducted by the Cherokee Nation will count as two (2) hours of self-help contribution. Completing a worksheet from the financial education course and returning it to a Cherokee Nation Housing Counselor will count as an additional 1 hour of self-help contribution.

5. Home Maintenance

Attending a home improvement or home maintenance workshop/training will count as three (3) hours of self-help contribution (i.e. a workshop conducted by a home improvement store). Proof of attendance is required.

6. Financial Contribution

Funds contributed by the participant to purchase the home will receive a three (3) hour credit for \$1,000 used toward the home purchase.

Mobile Home Inspection

ITEM	YES	NO
Exterior		
Is the home set on a permanent foundation with reinforced concrete runners, concrete block piers and tie downs?		
Are the axles, tires and tongue removed?		
Are all shingles on the roof in tact and undamaged?		
Is the marriage line of the home sealed with a trim board and painted correctly (if it is a multi section home)?		
Does the bottom trim on the home cover where the foundation meets the bottom of the home?		
Are there any cracks, chips or dings in the siding?		
Is there a vent flapper covering the vent for the dryer?		
Do the front and rear entry doors open, close and lock smoothly?		
Is there a black vapor barrier under the house?		
Is the skirting secure and the right color?		
Is the heat duct crossover touching the ground, or does it have any kinks or bends in it?		
Is the belly wrap that holds the insulation under the home tear-free?		
Are the steps installed properly and with the correct material?		
Do exterior faucets work properly?		
Is the main water shut-off valve installed under the home?		
Are rain gutters installed?		
Interior: Kitchen		
Are the countertops level?		
Are all cabinet doors straight?		
Did you get the appliances you ordered?		
Are there any cuts or bubbles in the vinyl floor?		
Are the water pressure and temperatures at all faucets adequate?		
Do the drawers roll smoothly?		
Interior: Bathrooms		
Are the washbasins, butts and shower stalls scratch-free?		
Do shower doors open and close so they seal properly?		
Are there any cuts in the vinyl floor?		
Do the drawers roll smoothly?		
Are all cabinet doors straight?		
Interior: Bedrooms		
Are the windows in the right locations (if they were specified)?		
Are the windows operational?		
Interior: Living Room, Dining Room and Den	YES	NO

Do you have the right number of windows?		
Are the windows operational?		
Interior: Utility Room		
Are there any cuts in the vinyl floor?		
Does the central air conditioning operate properly?		
Interior: Electrical		
Is the ceiling properly wired?		
Are all light fixtures installed and operational?		
Interior: Tape and Texture		
Is there even texture application on all ceilings and walls, including the insides of closets?		
Are there any bulges in the sheetrock?		
Do you see any sheetrock seams?		
Interior: All Rooms		
Are all outlets and light switches straight and the boxes secured to the studs?		
Are the heat vents in the right places?		
Do the interior doors open properly, close smoothly and lock correctly?		
Do all doors that are supposed to lock have locking knobs?		
Do all windows open and close smoothly and latch correctly?		
Is the carpet free from waves?		
Has the baseboard been installed?		
Are there gouges on any doors?		
Is the marriage line of the home even at floor, ceilings and walls (if multi-sectional)?		
Are all mini blinds installed and do they function properly?		
Do all interior door moldings meet properly in corners with a minimum amount of patching compound or caulking?		
Are the floor coverings the right styles and installed properly?		
Other		
Have warranty cards been completed and sent to the manufacturer?		
Have homeowners and installation manuals been left with the home?		
Has the retailer explained important items for care and maintenance of the home?		
Are installation and operation manuals for appliances in the home?		
Is the lot properly graded and finished?		
Has debris been removed from your lot?		
Have the grounds been landscaped to your specifications?		
Are the driveway, walk and steps the way you ordered them?		

Modest Design

HUD's definition of modest design may be found in 24 CFR §884.10 (c) Types of Housing and Property Standards which states:

Housing assisted shall be modest in design. Amenities will be limited to those amenities, as determined by HUD, which are generally provided in unassisted, decent, safe and sanitary housing for low-income families in the market area.

In the Cherokee Nation jurisdictional boundaries a house of modest design does not include a guest house, any form of swimming pool, a whirlpool, a hot tub or a sauna.