

6/23/94

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

WHEREAS, the Secretary of veterans Affairs is authorized under the provisions of the Native American Veteran Housing Loan Pilot Program, 38 U.S.C. § 3761, et seq., to establish a program of direct loans for Native American Veterans living on trust lands; and

WHEREAS, the law requires, as a condition of making these loans available, that the tribal organization which has jurisdiction over the veteran enter into a Memorandum of Understanding with the Department of Veterans Affairs with respect to such loans; and

WHEREAS, pursuant to Resolution No. 05-94-110 the Tribal Council has approved the Memorandum of Understanding and directed that proposed Ordinance No. 189, which establishes leases for VA purchased homes, be posted in each district for a minimum of ten days as required by the Tribal Constitution; and

WHEREAS, the Tribal Council concludes that the proposed Ordinance in the form and content attached hereto should be enacted by the Tribal Council.

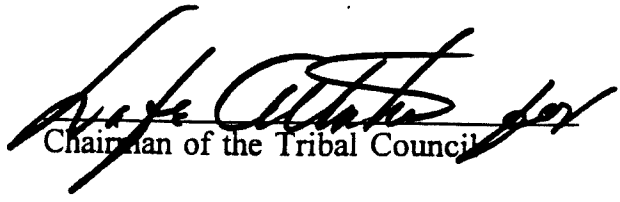
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves and enacts as tribal law Ordinance No. 189 in the form and content attached hereto.

The foregoing resolution was on June 1, 1994 duly adopted by a vote of 10 for and 0 against by the Tribal Council of the White Mountain apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (h), and (i) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

RECEIVED

JUN 23 1994

FORT APACHE INDIAN AGENCY
WHITERIVER, ARIZ


Chairman of the Tribal Council


Secretary of the Tribal Council

**ORDINANCE OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

WHEREAS, the Secretary of Veterans Affairs is authorized under the provisions of Title 38 U.S. Code §§ 372 et seq. to establish a program of direct loans for Native American veterans living on trust lands; and

WHEREAS, the Department of Veterans Affairs will make direct loans available to qualified Native American veterans for the purchase of homes on trust lands to the extent funds are available and provided that the Tribe has established standards and procedures that apply to the conveyance of a leasehold interest in real property by a Tribal member veteran borrower to the VA as security for said loans through an approved lease form.

BE IT ENACTED by the Tribal Council of the White Mountain Apache Tribe that the attached residential lease form marked "Exhibit A" is hereby approved by the White Mountain Apache Tribe to be used when individual Tribal Members acquire VA secured loans.

The foregoing Ordinance was on June 1, 1994 duly adopted by a vote of 10 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (h), and (i) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council


Secretary of the Tribal Council

RESIDENTIAL LEASE FORM

This Lease made and entered into between _____, hereinafter designated as "Lessor" and _____, Member(s) of the White Mountain Apache Tribe, residing upon the Fort Apache Indian Reservation, Arizona, hereinafter designated as Lessee(s).

WITNESSETH

1. Secretarial Approval. As used in this Lease, the term "Secretary" means the Secretary of the Interior or his duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 5239, as amended; 25 U.S.C. 415.
2. Premises. Lessor, as authorized by law and in accordance with a resolution adopted by the Tribal Council of the White Mountain Apache Tribe on _____ hereby leases to the Lessee(s) all that tract or parcel of land situated on the Fort Apache Indian Reservation, County of _____ State of Arizona, and described as follows:
3. Use of Premises: The object of this Lease is to enable the Lessee(s) to construct, improve and/or maintain a dwelling and related structures on the premises, and otherwise to use or occupy said premises for residential purposes.
4. Term. Lessee(s) shall have and hold the premises for a term of twenty-five (25) years beginning on the effective date of this Lease. This Lease shall automatically and without notice renew for an additional term of twenty-five (25) years on the same terms and conditions contained herein. This Lease may not be terminated by either or both parties during its initial or renewal term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender and, when FHA insurance or VA guaranty or insurance is in force, by the Federal Housing Administration or the Department of Veterans Affairs, as the case may be. This Lease shall not be subject to any forfeiture or revision and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase.
5. Rent. The improvement of housing for the White Mountain Apache families is a public purpose of the Lessor. The consideration for this Lease is (1) the said purpose, (2) the promise, hereby given, of Lessee(s) to pay the Lessor rent at the rate of One Dollar (\$1.00) for each twenty-five (25) year term, payment to be made each term in advance, (3) the extinguishment, hereby agreed to by Lessee(s) in the premises, so that Lessee(s) shall hereafter

hold rights only by virtue of this Lease, and (4) other good and valuable considerations, the receipt of which is hereby acknowledged by Lessor. It is agreed that there shall be no adjustment of the rent if the Lease is terminated before its term would otherwise expire or in the event that any part of the premises is taken by condemnation for highway or other public purposes.

6. Improvements. All buildings or other improvements now existing or hereafter constructed on the premises shall be the leasehold property of the Lessee(s) during the term of this Lease, including any extension or renewal thereof.

7. Use Rights. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee(s), Lessee(s) or any successors in interest shall be entitled to use rights in the premises if qualified under the laws and customs of the White Mountain Apache Tribe. If not so eligible, Lessee(s) and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease complete and peaceable possession of the premises and all improvements thereon, which shall be the property of the White Mountain Apache Tribe.

8. Federal Supervision.

(a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the premises by the issuance of a fee patent, the lifting of restriction on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.

(b) No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom.

(c) The Lessee(s) agree(s) not to use or cause to be used any part of said premises for any unlawful conduct or purpose.

9. Quiet Enjoyment. Lessor agrees to defend the title to the premises and also agrees that Lessee(s) and any successors in interest shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.

10. Inheritance. This Lease may be transferred by will or by intestate inheritance in accordance with the laws and customs of the White Mountain Apache Tribe.

11. Assignment. Except as otherwise provided herein, Lessee(s) shall not assign this Lease without prior written consent of the Lessor and, if this Lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without the written approval of the lender and, when FHA insurance or VA guarantee or insurance is in force, of the Federal Housing Administration or Department of Veterans Affairs, as the case may be. Lessee(s) may

assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender, its successors in interest, or the FHA or VA, as the case may be, if Lessee(s) default(s) in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and, in such event, the lender, its successors in interest, or the FHA or VA, in turn may transfer this Lease or possession of the premises to a successor Lessee. Nothing in this Lease shall prevent the Lessee(s) from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction and/or improvement of a dwelling and related structures, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee(s). Except in cases involving loans for home construction or home improvement by a bank or other recognized lending institution or the VA, where no such consent or approval of Lessor shall be required, Lessee(s) may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the premises without prior consent of Lessor and the approval of the Secretary.

(a) Lessee(s) shall not sell or otherwise assign this Lease without the prior written consent of the Tribe.

(b) In the event VA acquires the Lease by foreclosure, or by the assignment of the Lease by Lessee(s), (for which the approval of the Tribe is not required), then:

(1) VA will notify the Tribe of the availability of the Lease for sale, the sales price and other terms of sale.

(2) If a purchaser is found, the Lease will be transferred by VA to the purchaser, with the written consent and approval of the Tribe.

(3) If a tribal member purchaser cannot be found, VA shall be entitled to sublease the leased premises to anyone wishing to sublease the same. The term of the initial sublease period and any succeeding periods shall not exceed one year each. A purchaser approved by the Tribe must wait where the leased premises are sublet until the expiration of any current sublease before occupying the premises.

12. Option. In the event of default by the Lessee(s) on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid liens and encumbrances) upon (a) payment of all sums then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of the Lessee's default, which notice shall be given before the lender invokes any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee(s) and the lender; provided, however, that the Lessee(s) shall have fifteen (15) days from the date of the latter notice to cure the default. The estate acquired by the Lessor

through exercise of said right of first refusal shall not merge with any other estate or title held by the White Mountain Apache Tribe as long as this Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument.

13. Effective Date. This Lease and all its terms and provisions shall be binding upon the heirs, successors, executors, administrators and assigns of the Lessee(s) and any successor in interest to the Lessor, and shall take effect on the _____ day of _____, 19____.

14. Obligations to the United States. It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of his sureties, are to the United States as well as to the owner of the land

LESSOR

By _____
(Authorized Official)

ATTEST:

Lessee

WITNESS:

Lessee

WITNESS:

APPROVED:

_____ Date: _____