

Little Wind Loans

CHRISTMAS LOAN

Please submit a copy of the following with your application:

_____ **Tribal ID**

OR

_____ **Driver's License/State ID** with **Certificate Of Indian Blood.** (If you do not own a Tribal ID)

**If you do not possess a Tribal ID you will need a Driver's License/State ID, with a copy of your Certificate of Indian Blood to complete the Loan Process.

**Please check with Little Wind Loans office if we have your Certificate of Indian Blood (C.I.B) file. If we do not have your C.I.B. file you can acquire one by calling the Northern Arapaho Tribal Enrollment Office at (307) 332-4156.

If you choose to mail or fax your application back, LWL will need pages 2, 3, & 6 along with a copy of your Tribal ID or Driver's License/State ID, along with a C.I.B.

****Balance needs to be \$2,000.00 and under.**

****The applicant is the only person who can receive/pick up their check.**

****A Payroll Deduction is MANDATORY for all Wind River Hotel and Casino employees, and Northern Arapaho Tribal employees.**

Deadline is December 6, 2018 at 6:00p.m. (MST)

ANY APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

If you have any questions please contact:

Little Wind Loans

P.O. Box 1958 Riverton, WY. 82501

Office - (307) 840-9254 • Cell - (307) 851-5724 • Cell - (307) 840-1804

In State Fax # 1-866-602-2887 | Out Of State Fax # 307-840-9256 • 888-983-8740

www.littlewindloans.com

Arapahoe – Great Plains Hall

Monday & Wednesday

10:00 am – 6:00 pm

Ethete – Ethete Store

Tuesday & Thursday

10:00 am – 6:00 pm

Both Locations are CLOSED on Friday but will be accepting applications via fax

Little Wind Loans
CHRISTMAS LOAN APPLICATION 2018

Date: _____

Name of Applicant: _____

Enrollment Number: _____

Date of Birth: _____

Mailing Address: _____

City, State, Zip Code _____

Deadline for application is:
December 6, 2018 at 6p.m. MST

****The applicant is the only person who can receive/pick up their check.**

Contact Information:

Phone #: _____ Cell #: _____

Message #: _____ Email #: _____

Loan Amount Requested up to **\$300.00** _____

Check one: Mail: _____ Pick Up: _____

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www.littlewindloans.com

toldman@littlewindloans.com • wallowingbull@littlewindloans.com

Office use only:

Received By: _____ **Date:** _____

Little Wind Loans Employee

Approved

Denied

Office Use Only INV. # _____

By: _____

LOAN AGREEMENT

This Loan Agreement is entered into this _____ day of _____, 2018, by and between (Name) _____ (ABorrower@), whose mailing address is (Address) _____ and the Northern Arapaho Tribe (ANAT@) with its office at Arapaho, Wyoming, and mailing address at P.O. Box 1958, Riverton, WY 82501.

Recitals.

NAT has advanced or intends to advance certain funds of the Tribe to Borrower and the parties desire to more fully state the terms of such loan and repayment for the same. In consideration of the loan of tribal funds made by NAT to Borrower and of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Definitions.

AMonthly Per Capita@ means those regular monthly payments issued to a tribal member pursuant to 25 U.S.C. '613. One-time or other special payments issued pursuant to such statute shall be treated as ASpecial Per Capita@

AObligations@ mean (i) the Loan, as hereinafter defined, to be made hereunder, and the Note, as hereinafter defined, and any and all renewals or extensions thereof; (ii) any subsequent agreements of the parties regarding payment of Special Per Capita; and (iii) any and all other undertakings or liabilities of Borrower hereunder.

ASpecial Per Capita@ includes one-time or special payments issued to a tribal member pursuant to 25 U.S.C. '613 but does not include regular monthly payments issued pursuant to such statute.

Section 2. Loan.

A. NAT has loaned to Borrower and Borrower has borrowed from NAT upon the terms and subject to the conditions herein set forth an amount or amounts not exceeding in the aggregate the principal sum set forth in the Promissory Note executed between the parties of even date herewith.

B. The Loan shall be evidenced by a Promissory Note (ANote@), substantially in the form attached hereto, the terms and provisions of which are herein incorporated by reference. The Note shall be dated as of the date hereof and shall represent the Obligation of Borrower to pay the aggregate unpaid principal amount of the Loan as provided in the Note.

C. Borrower may at any time prepay all or any part of the Note without premium or penalty.

Section 3. Repayment; Assignments.

A. Payment. The Borrower unconditionally promises to pay Lender all amounts of principal, interest and any other Obligations due under the Loan described herein when and as they become due, whether at the stated maturity thereof, by acceleration, or otherwise. All payments by Borrower shall be in lawful money of the United States of America.

B. Obligations Absolute and Unconditional. The Obligations of Borrower under this Agreement are absolute and unconditional and shall remain in full force and effect until the entire principal, interest and any other Obligations on the Loan and any payments required to be made by Borrower under the Loan shall have been paid.

C. Pledge and Assignment of Monthly Per Capita Payments.

(i) In order to secure the Loan, Borrower hereby pledges and assigns to NAT all of his/her right, title and interest in and to Monthly Per Capita payments as defined herein until all of Borrower=s Obligations hereunder are paid in full. Borrower agrees to cause all disbursements of his/her Monthly Per Capita to be paid directly to NAT to secure payment of the Obligations hereunder. The Northern Arapaho Business Council hereby approves said assignment.

(ii) Borrower agrees that he/she will not cause the amount, existence or location of his/her Monthly Per Capita funds to be changed at any time that the Obligations are outstanding, nor will he/she permit such Monthly Per Capita to be sent to any other account or location during such time without the prior written consent of the NAT. NAT will approve such assignment of Monthly Per Capita as may be necessary for Borrower to meet his/her Obligations under this Agreement.

(iii) Borrower shall not assign, sell, pledge, mortgage or otherwise transfer or encumber his/her interest in such Monthly Per Capita during the term of this Agreement and irrevocably constitutes and appoints NAT as his/her attorney-in-fact to demand,

receive and enforce Borrower=s rights with respect to such Monthly Per Capita, with the same force and effect as Borrower could do if this assignment had not been made.

D. Recourse; Pledge and Assignment of Special Per Capita. In the event of a default in the payment of the principal and interest on the Loan or other Obligations when and as the same shall become due, as provided above, whether at the stated maturity thereof, by acceleration or otherwise, or in the event of a default in the payment of any other sums required to be paid to NAT by Borrower, including Monthly Per Capita payments, NAT may proceed hereunder.

(i) NAT shall have the right to proceed first and directly against the Borrower under this Agreement without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by Borrower.

(ii) In the event that Borrower receives or obtains the right to Special Per Capita, then Borrower hereby pledges and assigns such Special Per Capita on the same terms described above regarding Monthly Per Capita payments. Such additional payments shall not supplant or replace any other payments required under this Agreement. Borrower represents and warrants that there have been no prior assignments of Borrower=s Special Per Capita and that NAT shall have the first right of recourse against the same.

Section 4. Affirmative Covenants of Borrower.

Until satisfaction in full of all Obligations, Borrower covenants and agrees that:

A. Borrower shall punctually pay the interest and principal of the Note at the times and places and in the manner specified herein and in the Note and shall punctually pay funds from any Special Per Capita as may be agreed by the parties pursuant to Section 3.

B. Borrower shall furnish to NAT such information from time to time regarding his/her employment or financial condition (including, without limitation, information regarding Special Per Capita) as NAT may reasonably request.

C. To the extent requested by NAT, Borrower shall fully cooperate in the completion of any additional actions or documentation necessary to effectuate the purposes and intent and to give full force and effect to the terms of this Agreement including, without limitation, the provisions of Section 3.

Section 5. Default.

A. Borrower shall be in default under this Agreement and under the Note executed pursuant hereto upon:

(i) The failure to cure, within five (5) days of written notice by NAT to Borrower, a default in the payment of the Note or any funds from Monthly or Special Per Capita as may be agreed by the parties pursuant to Section 3. Of this Agreement, or

(ii) Any warranty, representation, or statement furnished to NAT in this Agreement proving to have been false in any material respect when made or furnished, with the default not being cured in thirty (30) days after written notice by NAT to Borrower.

B. Upon default, as defined in Section A. above, and at any time thereafter, NAT may, at its election, terminate this Agreement and declare all of the Obligations to be immediately due and payable.

Section 6. Costs and Fees.

NAT shall be entitled to recover from Borrower all damages sustained as a result of any expressed or implied breach of warranty or covenant of Borrower, and all attorney=s fees, court costs, collection charges, accountant=s fees, supervisory fees, and all other reasonable expenses incurred by NAT to enforce the payment of the Obligations set forth herein. However, Borrower shall not be liable for any expense incurred in an unsuccessful attempt to enforce any Obligation that shall not be finally determined to be legally valid, due and owing.

Section 7. Remedies; Attachment of Per Capita.

NAT shall be entitled to all remedies provided in this Agreement or subsequent agreements regarding Monthly or Special Per Capita, if any, and as provided by law or equity. In addition, NAT shall be entitled to attach, intercept, seize, garnish or otherwise execute upon the Monthly Per Capita or Special Per Capita income of Borrower in the event that a judgment (or interim order) is issued by a court of law that Borrower has failed to meet his/her Obligations hereunder.

Section 8. Waiver; Time.

NAT shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless the waiver is in writing signed by NAT, and then only to the extent set forth therein. A waiver by NAT on any one occasion of any right or remedy under the terms of this Agreement, the Note, or any other instruments issued pursuant hereto shall not be construed as a bar to, or a waiver of, the same right or remedy that NAT might have on any subsequent occasion. Time is of the essence of this Agreement.

Section 9. Modification.

This Agreement shall not be modified or amended except by written instrument signed by NAT and Borrower. No transfer, renewal, extension, modification or assignment of this Agreement, the Note, or the Obligations shall release Borrower from the Obligations. The provisions of this Agreement shall be in addition to those of the Note or other evidence of any liability of Borrower held by NAT.

Section 10. Construction; Jurisdiction.

This Agreement and all transactions, assignments, transfers, and rights of the parties hereunder shall be governed as to validity, construction, and enforcement and in all other respects by the law of the NAT. Borrower waives any objection to Section 2 or any other provision of this Agreement or the Note which Borrower may have under the laws of any other jurisdiction. Borrower further acknowledges and agrees that the Tribal Court of the Wind River Reservation designated by the Tribe has jurisdiction, in conformity with federal law, over all civil matters arising on the Reservation involving members of the Tribe or which, without limitation, are based on consensual relations or involve conduct which threatens or has a direct effect on the political integrity, the economic security, or the health or welfare of the Tribe; this Agreement constitutes such a consensual relationship; the subject matter of this Agreement concerns tribal property or interests, the integrity of which has a direct effect on the economic security and health and welfare of the Tribe and its members; and therefore Borrower irrevocably consents to the application of such laws and to such Tribal Court jurisdiction and agrees not to raise lack of jurisdiction as an affirmative defense in any action brought pursuant to this Agreement.

Section 11. Notices.

All notices, demands and other communications provided for herein shall be in writing and shall be deemed to have been given when hand delivered during regular business hours or sent by registered or certified mail, postage prepaid, to the addresses specified above.

Section 12. Benefit.

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties hereto. All rights and remedies of NAT, whether provided hereunder or by law, are cumulative, and may be enforced simultaneously or successively.

Signed and delivered on the day and year above written.

NORTHERN ARAPAHO TRIBE / LITTLE WIND LOAN PROGRAM

PROMISSORY NOTE

***AMOUNT OF NOTE: \$**_____

***DATE:** _____,

For value received, the undersigned (ABorrower@), promises to pay to the order the Northern Arapaho Tribe (ATribe@ or ANAT@) with its office on the Wind River Reservation, Wyoming, or such other place as the Holder of this Note may from time to time designate, the principal sum stated above, and to pay interest thereon at the annual rate of 9.9 percent (9.9%). All payments hereunder shall be made in lawful money of the United States of America.

This Note is the Note referred to in the certain Loan Agreement (ALoan Agreement@) between Borrower and NAT, of even date herewith, and is entitled to the benefit of all the provisions hereof, and, without limiting the foregoing, is subject to prepayment and acceleration for default, all as provided therein.

Borrower hereby waives presentment, protest, demand, and notice of dishonor. No renewal or extension of this Note, and no delay in the enforcement of this Note or in exercising any right or power hereunder or under the Loan Agreement, shall affect the liability of Borrower. The pleading of any statute of limitation as a defense to any demand against Borrower is expressly waived.

Whenever used herein, the words ABorrower@ and ANAT@ shall be deemed to include their respective successors and assigns.

This Note shall be governed by, and construed under and in accordance with, the laws of the Northern Arapaho Tribe.

IN WITNESS WHEREOF, the undersigned have executed this Note as of the date first set forth above.

NORTHERN ARAPAHO TRIBE / LITTLE WIND LOAN PROGRAM

By _____

Date _____

Little Wind Loans Employee

BORROWER

***Date** _____

***Printed Name**

***Signature**