



# Regional Housing Authority

## NAHASDA Housing Repair Assistance Checklist

**YOUR APPLICATION WILL NOT BE PROCESSED UNTIL THE  
APPLICATION IS 100% COMPLETE.**

NAME OF NAHASDA PROGRAM: Emergency Repair or Phase Repair work - {Please circle one}

ALL ITEMS BELOW MUST BE PROVIDED WITHOUT EXCEPTION.		APPLICANT INITIALS	TRIBAL OFFICE INITIALS
1	Signed copy of the Housing Assistance Application		
2	Release and Agreement Not to Sue		
3	Signed NAHASDA Housing Assistance Agreement		
4	Signed NAHASDA Deed of Trust		
5	Certificate of Indian Blood, or a copy of tribal enrollment card		
6	<u>Warranty Deed</u> or a <u>Quit Claim Deed</u> OR <u>Title to Trailer</u>		
7	<p><b><u>FOREACH ADULT HOUSEHOLD MEMBER!</u></b></p> <p>The following third party verifications: Employment, Social Security (<u>Check stub or copy of bank statement</u>), retirement, disability, Public Assistance, unemployment benefits, child support, Native Corporation dividend, all PFD's, alimony, per capita payments, and interest documentations.</p> <p>Last three (3) years income tax statement form 1040 for seasonal workers</p>		
8	<p>Are you an employee of your tribe or THRHA?</p> <p>Are you an immediate relative of a tribal council member or THRHA employee?</p> <p>If yes please list name of relative:</p>	<p>YES</p> <p>YES</p>	<p>NO</p> <p>NO</p>
9	Photographs of the house, Interior and exterior (Not Mandatory)		

# NAHASDA Housing Repair Assistance Application

Send Application to: Tlingit-Haida Regional Housing Authority

P.O. Box 32237, Juneau, AK 99803-2237 Phone: (907) 780-6868 Fax: (907) 780-6895

- \* All questions in this application must be answered. Read instruction before completing this form.
- \* This application is subject to the Privacy Act of 1974. Pub. L. 93-579
- \* Read the Certification carefully before you sign and date your application. (Sign in ink).

Community: \_\_\_\_\_

Date: \_\_\_\_\_

## A. APPLICATION INFORMATION:

1	Applicant's Name:	_____			
		(Last name)	(First Name)	(Middle)	
2	Current Mailing Address:	_____			
		(Address)	(City)	(State)	(Zip)
	Current Street Address:	_____			
		(Address)	(City)	(State)	(Zip)
3	Date of Birth:	_____	Social Security #:	_____	
5	Tribal and Enrollment#:	_____		_____	
		(tribal Name and Enrollment#)		Phone Number	
6	Marital Status:	D Married	D Single	D Widowed	D * Other (Explain below)
*	Other:	_____			

## Spousal Information:

7	Spouse's Name:	_____			
		(Last Name)	(First Name)	(Middle)	
8	Date of Birth:	_____	Social Security#:	_____	
10	Tribal and Enrollment#:	_____			
		(tribal Name and Enrollment#)			

## B. FAMILY INFORMATION:

List all other persons living in the household on a permanent basis starting with the eldest:

Name(s)	Date of Birth	Relationship to Applicant	Tribe and Enrollment Numbers)

If you need more space, use a blank sheet of paper.

**C. EARNED INCOME:**

Start with applicant then list all permanent family member 18 years old and above, who are listed under part B and have earned income. Provide your most recent income tax statement from 1040, wage stubs, etc. for income verification.

Name	Annual Income	Source

Total Annual Earned Income. ....

\$ -

**D. UNEARNED INCOME:**

Start with applicant then list all permanent family members which are listed under Part B and have unearned income such as social security, retirement, disability and unemployment benefits, child support and alimony, royalties, ALASKA PFD's, per capita payments, interest, etc. Provide check stubs, statements, individual Indian Money (IIM) ledgers, etc. for verification.

Name	Annual Income	Source

Total Annual Unearned Income. ....

\$ -

TOTAL COMBINED ANNUAL HOUSEHOLD INCOME (earned income + unearned)

\$ -

**E. MONTHLY EXPENSE INFORMATION:**

Please include monthly obligations of the applicant and co-applicant. Do NOT include items such as phone, fuel, cable, water, sewer, electric, utility or cell phone bills.

	Monthly Amount	Outstanding Balance
Mortgage/Rent Payment		
Space Rent/Condo Dues		
Car Payment		
2nd Car Payment		
Boat Payment		
Credit Card		
Credit Card		
Credit Card		
Student Loan		
Child Support/Alimony		
Other Loan		
Other		
Other		
<b>TOTAL Monthly Bills:</b>	\$ -	\$ -

**F. HOUSING INFORMATION:**

1 Do you own the house to be repaired?

☐

Yes

☐

No

If No, are you renting the property?

☐

Yes

☐

No

(explain: \_\_\_\_\_)

2 Year Home was built: \_\_\_\_\_

3 Location of the house to be repaired, constructed or purchased. (Give accurate directions to this house).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_4 Provide brief description of housing repair for which you are applying: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The information requested on lines 5, 6, 7, 8, and 9 below is about your present living conditions.

5 Number of bedrooms: \_\_\_\_\_

Size of house, length: \_\_\_\_\_

Width: \_\_\_\_\_

Sq Ft: \_\_\_\_\_

6 Plumbing fixtures: Flush Toilet

☐

Yes

☐

No

Kitchen Sink:

☐

Yes

☐

No

7 Is electricity available?

☐

Yes

☐

No

Name of Power Company: \_\_\_\_\_

8 Sewer System:

☐

City

☐

Septic Tank

☐

Chemical Toilet

9 Water Source:

☐

City

☐

Private Well

☐

Community Tank

☐

Other

**\*\*\*MANDATORY REQUIREMENT\*\*\***

Include copies of Warranty Deed or Quit Claim. FOR trailers, include copy of Title

**G. APPLICANT'S CERTIFICATION:**

I certify that all of the answers given are true, complete and correct to the best of my knowledge and belief and are made in good faith. **Anyone who knowingly makes false or fraudulent statements in this application is subject to the penalties provided by law (US Code, Title 18, Section 1001).** Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations or makes or uses any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both. June 25, 1948, c645, 62 Stat 749

Applicant's Signature

Date

Spouse's Signature

Date

**TLINGIT-HAIDA REGIONAL HOUSING AUTHORITY  
NAHASDA REPAIR PROGRAM  
RELEASE AND AGREEMENT NOT TO SUE**

I/we, \_\_\_\_\_, hereby accept residence repair services offered by Tlingit-Haida Regional Housing Authority ("T-HRHA"), under the NAHASDA Repair Program. The repairs will be made to my/our property known as \_\_\_\_\_ [street address] ("the Property").

Definition of T-HRHA. As used herein, "T-HRHA" means not only Tlingit-Haida Regional Housing Authority but also its Board of Commissioners, employees, and agents.

Assumption of risk of loss. On my/our own behalf and on behalf of all owners of any interest in the Property and my/our heirs and assigns, I/we acknowledge that I/we am/are voluntarily participating in the NAHASDA Repair Program and agree to assume any risk of loss associated with the repairs, unless the loss is the result of T-HRHA's gross negligence or recklessness.

Release and agreement not to sue. I/we hereby release, discharge and agree not to sue T-HRHA for any injury to any person or damage or loss of value to any property, real or personal, arising from or in connection with T-HRHA's residence repair service to the Property, from whatever cause, except T-HRHA's gross negligence or recklessness.

I/WE HAVE CAREFULLY READ THIS RELEASE AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I/WE AM/ARE AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT OF MY/OUR OWN FREE WILL.

RESIDENCE OWNER(S):

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



Regional Housing Authority

**NAHASDA  
Housing Assistance Agreement**

Name: \_\_\_\_\_

Street address: \_\_\_\_\_ Community: \_\_\_\_\_

Legal Description: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

I/we are receiving housing assistance, repairs, rehabilitation or improvements to our home paid for entirely or in part by funds from the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA). In return for this assistance, I/we agree to and understand the following obligations and requirements:

- 1) Property must be owned and occupied by the client.
- 2) The client is required to notify THRHA, in writing, of any intent to sell, rent, lease or transfer title to the property.
- 3) If the client sells, transfers ownership or no longer occupies the property within five (5) years of receiving the NAHASDA housing assistance, the client is required to payback the full un-forgiven NAHASDA Assistance Amount.
- 4) The amount (dollar value) of housing assistance may not be known for some time given the nature of the NAHASDA rehabilitation program. Once THRHA determines the final amount (cost of the assistance) THRHA will notify the client of that dollar amount in writing. This amount shall be referred to as the "NAHASDA Assistance Amount".
- 5) Although the NAHASDA housing assistance received by the client may not be a loan or may not require a promissory note or monthly payment, NAHASDA regulations require a "binding commitment" (*lien*) to ensure that the housing unit will maintain its "affordable housing" (*low-income/Alaska Native*) status for the "useful life" (*five\_year*) period.

To satisfy the binding commitment requirement, the client will sign a deed of trust or a security agreement in the case of mobile home owners where the unit is situated on land that is NOT owned by the client- such as a trailer park.

Signature: \_\_\_\_\_

After Recording Return To:  
Tlingit-Haida Regional Housing Authority  
PO Box 32237  
Juneau, AK 99803-2237  
Attn: Loan Department

-----Space Above This Line For Recording Data-----

### DEED OF TRUST

THIS DEED OF TRUST (Security Instrument) is made this [redacted] day of [redacted], by [redacted] (herein "Borrower"), whose address is [redacted], **Tlingit-Haida Regional Housing Authority whose address is PO Box 32237, Juneau, AK 99803** (herein "Lender"), an [redacted] the Trustee (herein "Trustee") whose address is [redacted].

The Borrower received assistance from Lender in whole or in part with funds from the Native American Housing Assistance and Self-Determination Act (NAHASDA) in an amount (herein "NAHASDA Assistance Amount") to be determined upon completion of repairs, rehabilitation or improvements to the Borrower's property secured by the Security Instrument and the NAHASDA Assistance Amount will be disclosed to the Borrower. The NAHASDA Assistance Amount is a debt and obligation of the Borrower. This debt is explained and is evidenced in Borrower's "Letter of Understanding", and/or by Borrower's "NAHASDA Housing Assistance Agreement".

This Security Instrument secures to Lender: (a) acknowledgement of the debt evidenced by the Letter of Understanding and/or NAHASDA Housing Assistance Agreement, and all renewals, extensions and modifications of the Letter of Understanding and/or NAHASDA Housing Assistance Agreement; (b) the obligation of all other sums advanced under paragraph 3 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument. For this purpose, Borrower irrevocably grants and conveys to Lender, in trust, with power of sale, the following described property located in the Recording District, **First** Judicial District, State of Alaska:

#### Legal Description:

In which has the property address of [redacted]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THE BORROWER FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. **PROPERTY RESTRICTION:** Funding for the repairs or improvements to the Property have been provided in whole or in part by the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA). Federal regulations specified in NAHASDA require that the Property shall remain "Affordable Housing" for at least five years after the date of completion of NAHASDA assistance, or until the assistance amount is paid, less any eligible forgiveness. "Affordable Housing" means housing that complies with the requirements for affordable housing under federal Title II and is occupied only by a family that qualifies as a low-income/Native American household.

2. **PAYMENT OF NAHASDA ASSISTANCE AMOUNT:** The Borrower shall immediately repay to the Lender the entire NAHASDA Assistance Amount or balance that has not been forgiven upon sale of the Property or transfer of the Property's title to someone other than the Borrower, or upon failure to occupy the Property as his/her primary residence within five (5) years after the execution of this Security Instrument.

The Borrower will promptly pay when due the NAHASDA Assistance Amount and all other Indebtedness, at the stated maturity date or dates, or earlier in the event of acceleration. The Borrower will promptly and faithfully observe all of his or her obligations and will permit or suffer no default or event of default to occur, under this Security Instrument, and any other agreement now in effect or hereafter made between Borrower and Lender with respect to the transaction evidenced by this Security Instrument.

3. **FORGIVENESS:** All or part of the NAHASDA Assistance Amount may be forgiven five (5) years after the execution of this Security Instrument if the Borrower has complied with all conditions of the NAHASDA Repair Program, the NAHASDA Housing Assistance Agreement, and this Security Instrument.

4. **COMPLIANCE WITH LAWS:** The improvements made and to be made upon the Land above described and together with all plans and specifications comply with all municipal ordinances and with all rules of the applicable fire rating or inspection organization, bureau, association or office which are now or may hereafter become applicable.

5. **USE OF PROPERTY:** Borrower certifies that the Property is the principal residence of the Borrower at the time in which this Security Instrument is executed and that the Property shall be used as the Borrower's primary residence during the period that this Security Instrument encumbers the Property.

Borrower will not permit or suffer the use of any of the Property for any purpose other than the use for which the same is intended at the time of execution of this Security Instrument which purpose is set forth above. The Borrower will keep the buildings and other improvements now or hereafter erected on the land in good repair and condition, ordinary depreciation excepted. The Borrower will not commit or permit waste, will not permit the Property to become or be operated as a nuisance, and will not alter the design or structural character of any building now or hereafter erected on the Land without the prior written consent of the Lender, will not do any act or thing which would unduly impair or depreciate the value of the Property, and will not abandon the Property. In the event of the failure of the Borrower to keep the buildings or other improvements in good repair, the Lender may make such repairs at Borrower's expense as in Lender's sole discretion it may deem necessary for such repairs, shall be due

and payable on demand, and shall be fully secured by this Security Instrument. The Borrower will not remove from the Land any fixtures or personal property included in the Property unless the same is immediately replaced with like property, also subject to the lien and security interest of this Security Instrument, of at least equal value and utility. The Borrower will comply with all present and future laws, ordinances, regulations and requirements of any governmental body applicable to the Property and to the occupancy and operation thereof.

6. **BORROWER'S DUTY TO PAY TAXES:** The Borrower agrees to promptly pay all ground rents, taxes, assessments, and other governmental or municipal charges, fines or impositions, levied upon the Property.

7. **NO SALE:** It is expressly agreed by the Borrower that Borrower shall not sell, or permit the assumption of this Security Instrument without the express written consent of Lender by its Authorized Officer, which consent will only be given in cases where the NAHASDA Assistance Amount due under the terms and conditions of the Security Instrument, Borrower's Letter of Understanding, and/or Borrower's NAHASDA Housing Assistance Agreement has been paid or will be paid upon sale.

If the Property is sold without the express prior written consent of the Lender, the outstanding NAHASDA Assistance Amount may at the option of the Lender be declared immediately due and payable upon (30) days notice to the Borrower, and this obligation foreclosed as provided in accordance with the laws of the State of Alaska.

8. **INSPECTION:** The Lender, or its agents, may at all reasonable times enter upon the Property for the purposes of inspection. The Lender shall have no duty to make such inspection and shall not be liable to the Borrower or any person in possession if it makes such inspection.

9. **EVENTS OF DEFAULT:** Each of the following occurrences shall constitute an event of default hereunder (herein "Event of Default").

- (a) The Borrower fails to notify the Lender of the sale of the Property or transfer of title to the Property to someone other than the Borrower or failure to occupy the Property as his/her primary residence, or does not pay the Lender the amount due to Lender, in accordance to this Security Instrument;
- (b) Shall fail to perform to observe any of the covenants or commitments contained in this Security Instrument, or in any other agreement incorporated herein, and such failure shall continue for thirty (30) calendar days (or with respect to other agreements incorporated herein, such failure shall not be cured within the number of days specified therein, if specified therein);
- (c) Any warranty of title made by the Borrower in this Security Instrument shall be breached or broken;
- (d) Any representation or warranty by the Borrower in any of the agreements identified or referred to in this Security Instrument or in any financial statements, applications or reports submitted to the Lender by, or on behalf of, the Borrower shall prove false or materially misleading.
- (e) The Borrower is in default or foreclosure on any other deed of trust, mortgage, lien (superior or subordinate to this Security Instrument) secured by the Property.

10. **ACCELERATION OF PAYMENT:** Upon the occurrence of any Event of Default, or at any time thereafter, until such Event of Default is cured to the written satisfaction of the Lender, the Lender may, at its option, upon thirty days notice to the Borrower, or other time period as required by the laws of the State of Alaska, exercise one or more of the following rights and remedies available to it:

- (a) The Lender may declare immediately due and payable all Indebtedness secured by this Security Instrument, and the same shall therefore be immediately due and payable, without notice or demand; and
- (b) The Lender may (and is hereby authorized and empowered to) foreclose this obligation pursuant to the laws of the State of Alaska, power being expressly granted to sell the Property at public auction and convey the same to the purchaser in fee simple or other acceptable title and, out of the proceeds arising from such sale, to pay all Indebtedness secured hereby and all legal costs and charges of such foreclosure and attorney's fees as pennitted by statute, which costs, charges and fees the Lender agrees to pay.

11. **SUBORDINATION OF LEIN POSITION:** No superior mortgage or the note secured by it will be modified without the consent of the Lender.

IN WITNESS WHEREOF, the Borrower has duly executed this Deed of Trust the day and year first above written.

Borrower Signature: \_\_\_\_\_ Co-Borrower Signature: \_\_\_\_\_  
 Print or Type Name: \_\_\_\_\_ Print or Type Name: \_\_\_\_\_

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_ to me known and known to me to be the person(s) named as Borrower(s) in the foregoing deed, and acknowledged to me that he and/or she executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_