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FORT APACHE INDIAN
AGENCY
WINTER RIVER, ARIZ.

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

WHEREAS, Mrs. Kathleen (Way) Goode has applied for a loan from the Veterans Administration to construct a home, and

WHEREAS, the Veterans Administration requires a residential lease in the name of Kathleen (Way) Goode, the proposed borrower, and

WHEREAS, by enactment of Ordinance No. 75, the Tribal Council on April 14, 1966 approved the lease form acceptable to the Veterans Administration, and

WHEREAS, the Tribal Council has no objection to the use of this land by the above-named individual, and

WHEREAS, the Tribal Council has no objection the lessor mortgaging the leasehold improvements to the Veterans Administration.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby grant and approve a residential lease to Kathleen (Way) Goode as required by the Veterans Administration for a period of twenty-five (25) years automatically renewable for an additional term of twenty-five (25) years.

BE IT FURTHER RESOLVED that the Tribal Chairman, or in his absence, the Vice-Chairman of the White Mountain Apache Tribe is hereby authorized to approve the mortgaging of the leasehold improvements as required by the Veterans Administration.

BE IT FURTHER RESOLVED that the Tribal Chairman, or in his absence, the Vice-Chairman, is authorized to execute said lease in accordance with Tribal Ordinance No. 75, the effective date the lease shall be the date of loan closing by the Veterans Administration.


BE IT FURTHER RESOLVED that should an assignment have been made on the land which is hereby leased to Kathleen (Way) Goode, the lease shall automatically cancel the assignment.

BE IT FURTHER RESOLVED that should the loan not be approved within 180 days from the date hereof, the lease and approval of right to mortgage the leasehold improvements shall thereby automatically terminate.

The foregoing resolution was on April 15, 1985 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 V, Section 1 (i) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Chairman of the Tribal Council



Secretary of the Tribal Council

Form 5-1495
Aug 1964

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

LEASE NO. _____

CONTRACT NO.

14-20-OH52-201

RESIDENTIAL LEASE

THIS LEASE, made and entered into between White Mountain Apache Tribe

_____, hereinafter designated

as "LESSOR", and Timothy Goode and Kathleen Goode, member(s)

of the White Mountain Apache Tribe residing upon the Fort Apache

Indian Reservation, P.O. Box 1162, Whiteriver, Arizona 85941, 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. 539, 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 on _____, hereby leases to the Lessee(s) all that tract or parcel of land situated on the FORT APACHE Indian Reservation, County of NAVAJO, State of ARIZONA, and described as follows:

Commencing at Brass cap in concrete located at East side of State Highway
and North side of Hatchery Road intersection.
Thence S 85°48'56"W for a distance of 245.95 feet to the true point
of beginning.
Thence S 3°36'00"W for a distance of 270.00 feet. Thence N 86°24'W for
a distance of 110.00 feet; Thence N 22°06'36" W for a distance of 299.66'.
Thence S 86°24'00" E for a distance of 240.00 feet to the true
point of beginning.

Containing 1.084 Acres more or less.

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 Veterans Administration, as the case may be. This Lease shall not be subject to any forfeiture or reversion 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 One 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), of any and all use rights heretofore held 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 otherwise would 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 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 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 restrictions 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 the 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 Veterans Administration, 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 on 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 the prior consent of Lessor and the approval of the Secretary.

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 date of closing by the Veterans Administration, 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

ATTEST:

By _____
(Authorized Official)

WITNESS:

_____, LESSEE

_____, LESSEE

APPROVED:

DATE:

Secretary of the Interior
Superintendent, Fort Apache Agency
Authority: 10 BIAM 11 Sec. 2.20
