PASCUA YAQUI TRIBE HOUSING DEPARTMENT
HOMEOWNERSHIP ASSISTANCE PROGRAM
APPLICATION PACKET

Dear Tribal Member,

The Homeownership Assistance Program was created to assist tribally enrolled members of the Pascua Yaqui Tribe with Down Payment assistance. The Down Payment assistance up to $5,000.00 of matching funds. The assistance is available for Down Payment and or Closing Cost/Pre-paids which include; Home Inspections, Appraisals, Environmental Assessment Review Cost. The assistance will be available for home purchasing of new or existing homes. The Homeownership Assistance program funds are not available for refinancing of an exsisting mortgage loan. The Applicant and Co/Applicant will be required to sign prior to receiving program funds the security document: "HOMEOWNERSHIP ASSISTANCE PROGRAM REPAYMENT AGREEMENT". This program is not an income based program. All completed applications with all supporting documentation will be processed on a "First Come First Serve" basis. The Homeownership Assistance program will be opened contingent upon the availability of program funds.

A completed signed application will be required to be received 30 days prior to the scheduled closing date. At the time of the submission of the application all supporting documentation as listed below is required to proceed with processing. If in the event the listed documents are not received, your Homeownership Assistance program application will not be processed until the required documents are submitted.

Copies of the listed documents will be required for Applicant and Co/Applicant:

1. IDENTIFICATION: With photo issued by a Federal, Tribal & or state agency;
2. SOCIAL SECURITY CARD(S);
3. BIRTH CERTIFICATES;
4. MARRIAGE CERTIFICATE – If Applicable;
5. AWARD LETTER(S) FOR: SSI, VA, Pension, etc...
6. PAY STUBS: Last 4 pay periods;
7. CONDITIONAL LOAN APRROVAL LETTER;
8. PURCHASE/SALE CONTRACT;
9. LOAN ESTIMATE - Worksheet
10. SETTLEMENT STATEMENT- Preliminary& Final;
11. TITLE COMMITMENT;
12. APPRAISAL REPORT;
13. INSPECTION REPORT;
14. BUILDERS LETTER;*
15. ENVIRONMENTAL REVIEW;*
16. CERTIFICATE OF COMPLETION FOR:
    a. Homeownership Class
    b. Financial Literacy

It is the responsibility of the applicant and co/applicant to advise the Pascua Yaqui Tribe's Housing Department of any changes that may occur with the following: Purchase Contract, Lender/Financial Institute, Realtor, Title Company, Applicant/co-Applicant address (living & or mailing) and or telephone number (home, message, cell),

If you have any questions, you may contact Gloria Rivera at:

Main Office #: 520.879-5890 OR Direct Office #: 520.879.5991 OR
Toll Free #: 800.888-443-0044 Ext. 5991

Sincerely,

Gloria M. Cruz-Rivera

Gloria M. Cruz-Rivera
Grant Administrator

PASCUA YAQUI TRIBE HOUSING DEPARTMENT
HOMEOWNERSHIP ASSISTANCE PROGRAM
APPLICATION

APPLICANT NAME	SOCIAL SECURITY #	DATE OF BIRTH	ENROLLMENT NUMBER
CO/APPLICANT NAME	SOCIAL SECURITY #	DATE OF BIRTH	ENROLLMENT NUMBER

APPLICANTS HOME #:	APPLICANTS CELL #:	APPLICANTS WORK #:
MESSAGE #:	CO/APPLICANTS CELL #:	CO/APPLICANTS WORK #:
MAILING ADDRESS:	CITY & STATE	ZIP CODE

REQUESTING ASSISTANCE FOR:

DOWNPAYMENT: $_____	HOME INSPECTION: $_____	ENVIRONMENTAL ASSESMENT:
CLOSING COST: $_____	APPRAISAL$_____	$_____

PROPERTY TO BE PURCHASED INFORMATION

PROPERTY ADDRESS		CITY	STATE	ZIP CODE
PURCHASE PRICE	CONTRACT SIGNED	APPRAISED	HOME WARRANTY	
$	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	

MORTGAGE LENDER INFORMATION

NAME OF BANK/LENDER		LOAN OFFICER/PROCESSOR		
ADDRESS - SUITE #		CITY	STATE	ZIP CODE
OFFICE #	E-MAIL ADDRESS		FAX #	

NAME OF TITLE AGENCY	ESCROW OFFICER		
ADDRESS	CITY	STATE	ZIP CODE
OFFICE #	EMAIL ADDRESS	FAX #	

NAME OF REALTOR	NAME OF REALTY COMPANY		
ADDRESS	CITY	STATE	ZIP CODE
MAIN OFFICE #	EMAIL ADDRESS	FAX #	

NAME OF COMPANY/AGENCY	REVIEWER NAME		
ADDRESS	CITY	STATE	ZIP CODE
MAIN OFFICE #	EMAIL ADDRESS	FAX #	

NAME OF COMPANY	NAME OF APPRAISER		
ADDRESS	CITY	STATE	ZIP CODE.
MAIN OFFICE #	EMAIL ADDRESS	FAX #	

I/We understand this is not a contract and does not bind either party. The above information is true to the best of my/our knowledge. I/We give my/our consent to any inquiries being made for the purpose of verifying the above information made herein for the sole purpose of determining eligibility. I/We understand if any information has been falsified intentionally constitutes grounds for rejection of this application. My/Our signatures below constitute the consent and acknowledgment of the above statements.

Applicant Signature:_____ Date: _____

Co/Applicant Signature:_____ Date:_____

CONSENT OF RELEASE

I (We);
APPLICANT: _____
CO-APPLICANT: _____

I/We hereby give my/our consent to the Pascua Yaqui Tribe's Housing Department's personnel, may request, obtain and release information pertaining to my/our financial statement, credit history, employment and or any information that may be pertinent in determining program eligibility. The information may be released to but not limited to representatives of Financial Institutes, Title Agency, Community Resource agency and or any Representative directly involved with the processing of the Pre/Post Foreclosure Loan program

If the person to whom this request is presented is a brokerage firm, bank, savings and loan or any other financial institute or an officer of the same /We authorize the above entity to review and or copy any documents but not limited to financial records, past loan information, notes co-signed, checking account records, savings deposit records whether or not such documents would be otherwise be protected from disclosure by any constitutional, or common law privilege.

I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, losses and expenses.

This form may be reproduced or photocopied and a copy shall be as effective a consent as the original, which I/We have signed.

_____ _____
Applicant Signature Date

_____ _____
Co-Applicant Signature- Date

STATE OF ARIZONA)
ss:
County of _____)

On this _____ day of _____, 2018, before me personally appeared

_____ and _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

My commission expires: _____

_____
NOTARY PUBLIC

FRAUD STATEMENT

The Federal Fraud law states:

"Whoever, in any matter within the jurisdiction of any department or agency of the United States, Knowingly and willfully falsifies, conceals, or covers up by trick, scheme or device a material fact, or makes any false writing documents, knowing that same to contain any false, factious or fraudulent statement or entry, shall be fined not more than $10,000.00 or imprisoned not more than five years or both."

This document establishes and certifies that I/We _____ _____, the undersigned tribal member(s) am aware and fully understand the consequences as outlines above, of committing an act of fraud.

I therefore by my/our signature below agree that in the event of being suspected of committing fraud, maybe investigated, and if found guilty for overpayment, or wrongfully processed for payment, because of fraud, will abide by the recommendation(s) set forth by the Pascua Yaqui Tribe.

_____ Applicant Signature

_____ Date

_____ Co-Applicant Signature

_____ Date

STATE OF ARIZONA)
) ss:
County of _____)

On this _____ day of _____, 2018, before me personally appeared _____ and _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

My commission expires:_____

_____
NOTARY PUBLIC

PASCUA YAQUI TRIBE HOUSING DEPARTMENT
HOMEOWNERSHIP ASSISTANCE PROGRAM

CONFLICT OF INTEREST DISCLOSURE

In accordance with the Conflict of Interest Policy, an applicant that wishes to participate in any program that is funded by the IHBG grant must identify (if applicable) any person that participates in the decision making process or who gains inside information with regard to the IHBG assisted activities. Such individuals would be but not limited to Tribal Board Members, Council Members, members of their immediate families and Housing Staff.

In reference to the above statement are you related to anyone whom is employed by the Housing Department, Housing Maintenance Department and or to anyone whom is a Tribal Board Member(s), Council Member(s)? _____ YES _____ NO

If yes, please identify:

Name of person you are related to	Relationship
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

I certify to the best of my knowledge the above listed person(s) are to be true and correct to the best of my ability. I acknowledge the fact of my relations to the above listed person(s) may pose a conflict of interest and may hinder the processing of my application.

Furthermore the Housing Department advises you the applicant; Co-Applicant, if in the event you receive assistance from an Housing program there will be a Public Notice posted before assistance is rendered.

_____ _____

Applicant Signature Date

_____ _____

Co-Applicant Signature Date

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INFORMATION ONLY

HOMEOWNERSHIP ASSISTANCE PROGRAM
REPAYMENT AGREEMENT

Owner Name: XXXXXXXXXXXXXX
Enrollment Number: XXXXXXXXXXXXXX

Co/Owner Name: XXXXXXXXXXXXXX
Enrollment Number: XXXXXXXXXXXXXX
(if applicable)

Property Address: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

Legal Description:

The Owner and Co/Owner (collectively referred to as "Owner") listed above have received assistance from the Pascua Yaqui Tribe Housing Department's Homeownership Assistance Program in the amount of $ 0,000.00 for the benefit of a down payment, closing cost/pre-paids, Home Inspections, Property Appraisal and or Environmental Assesment expenses.

In consideration of the Assistance provided herein, Owner hereby agrees to the following:

1. The Pascua Yaqui Tribe Housing Department shall immediately be given notice by Owner of any relinquishment of the Property as the primary residence, abandonment, sale, transfer, or other disposition of the Property that occurs within 5 years after the closing date of the loan (e.g. the "Retention Period").

2. In the event the Property is no longer the primary residence, abandoned, or is the subject of a sale, transfer or other disposition during the 5 year Retention Period, the amount of the Assistance provided to the Owner shall be reduced twenty (20%) percent for each year following the closing date of the loan. The remaining balance shall be repaid to the Pascua Yaqui Tribe Housing Department. In the event the repayment occurs during any portion of a year, the amount will be proportionately reduced on a monthly basis for that year. The entire amount of the Assistance shall be forgiven provided the Owner owns and maintains the Property as the primary residence for 5 consecutive years after the closing date of the loan.

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3. This instrument is subordinate to the rights and liens, if any, under any valid outstanding mortgage, currently of record or which is executed on the same date as this instrument, and constitutes a superior lien against the Property. Foreclosure of such prior recorded lien or a lien based on a prior recorded mortgage shall extinguish this instrument.

4. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.

5. Owner understands and agrees that all disputes arising under this instrument shall be resolved pursuant to the laws of Tribe in the court system of Tribe. This Contract is to be construed strictly according to Pascua Yaqui Tribal law. Owner, by signature below, consents to the exclusive jurisdiction of the Pascua Yaqui Tribal Court over all disputes arising under this instrument. By entering into this Agreement, Tribe does not waive any rights held by Tribe under the Constitution of the Pascua Yaqui Tribe, including, but not limited to, Article XXIV, Sovereign Immunity.

EXECUTED this _____ day of _____, _____.

OWNER: Signature: XXXXXXXXXXX
Printed Name: XXXXXXXXXXX

CO/OWNER: Signature: XXXXXXXXXXX
Printed Name: XXXXXXXXXXX

THE STATE OF XXXXXXXX
COUNTY OF XXXXXXXX

On this _____ day of _____, 20, before me personally appeared XXXXXXXXXXXXXXX, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

My commission expires: _____

XXXXXXXXXX
Notary Public

SEAL

BEING PROVIDED FOR YOUR
INFORMATION ONLY