

**ONEIDA NATION COMPREHENSIVE HOUSING DIVISION**  
**– LOAN APPLICATION INSTRUCTIONS –**



- This Loan Application only applies to mortgage loans offered through the Comprehensive Housing Division. Loan applicants wishing to purchase a home through the Nation shall provide an offer to purchase in accordance with the Real Property law Rule #2 – Comprehensive Housing Division Residential Sales.
- Please carefully read all parts of the Loan Application. Please **fully** and **clearly** complete each section, as incomplete applications will be **not be considered** – no exceptions.
- In accordance with the Mortgage and Foreclosure law and rule, loan applicants must meet the following conditions to be eligible:
  - Be at least 18 years or older at the time of application
  - Be a Tribal member (at least 1 applicant must be a Tribal member)
  - Not have a discharged bankruptcy within 2 years of the date of the application
  - Not be involved in a bankruptcy proceeding that has not yet been discharged at the date of application
  - Not have any mortgages foreclosed upon within 7 years from the date of application
  - Have a minimum Trans Union credit rating of 550
  - Have a maximum debt to income ratio of 36%
    - Per capita income is required to be verified with supporting tax documents for each of the 5 years prior to application.
    - Child support payments and educational grants/scholarships are not included as income.
    - If joint applicants are unmarried and both applicants are not Tribal members, only the Tribal member's income will be included in the income calculation
  - Have a maximum total of \$20,000 in money judgments and/or collections – at the time of prequalification all money judgments/collections must be either satisfied in full or subject to a current repayment agreement under which payments have been made for each of the prior 6 months
- In order to be valid, the application must be signed and submitted to the Comprehensive Housing Division (a.k.a. Division of Land Management), located at 470 Airport Drive, Oneida, WI 54155, with all of the following:
  - A copy of the applicant's or applicants' Tribal Identification Card(s)
  - Proof of Income
    - If employed by an employer, the check stubs for the previous 30 days are required
    - If self-employed, the 2 previous years' income tax returns are required
  - A completed Employment Verification Form

**Any questions regarding the application process can be directed to the Senior Loan Officer with the Comprehensive Housing Division at (920) 869.6628.**

*A good mind. A good heart. A strong fire.*

**ONEIDA NATION COMPREHENSIVE HOUSING DIVISION**  
**– LOAN APPLICATION –**



<b>Applicant</b>	Last Name _____ First Name _____ Middle Name _____ Maiden Name _____ Date of Birth _____ Street _____ City _____ State _____ Zip Code _____ Telephone No: _____ Social Security Number _____ Roll No. _____ <b>Veteran</b> (check one) Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Marital Status:</b> (check one) Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>
<b>Co-Applicant</b> (if applicable)	Last Name _____ First Name _____ Middle Name _____ Maiden Name _____ Date of Birth _____ Street _____ City _____ State _____ Zip Code _____ Telephone No. _____ Social Security Number _____ Roll No. _____ <b>Veteran</b> (check one) Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Marital Status:</b> (check one) Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>
<b>General Information</b>	Property Address: _____ State <b>WI</b> Requested Financing \$ _____ Street Address _____ City _____ Zip Code _____ <b>Loan Type/Reason:</b> (check one) <input type="checkbox"/> Financing the purchase or down payment of existing homes and lands <input type="checkbox"/> Construction of new home <input type="checkbox"/> Repairs and improvements to existing home <input type="checkbox"/> Refinancing existing mortgage Do you have any type of tribal lease? <b>Applicant</b> <b>Co-Applicant</b> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Have you had a bankruptcy discharged within the past 2 years or are you currently involved in a bankruptcy proceeding? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Have you had property foreclosed upon or given title or deed in lieu of foreclosure in the past 7 years? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do you intend to occupy the property as your primary residence? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do you have any outstanding judgments and/or money collections? If so, please explain. _____ Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>

**Income Information**

Employment income is required to be verified with the Employment Income Verification Form which requires check stubs for the previous 30 days if employed by an employer or tax returns for the previous 2 years if self-employed. You must also include all verifiable non-employment related income, including but not limited to, child support, social security, disability, pensions, TANF, per capita, etc. For purposes of verification, monthly bank account statements showing deposits are sufficient verification.

<b>Applicant</b>	<b>Co-Applicant</b>
Employment Income _____	Employment Income _____
Non-Employment Related Income _____	Non-Employment Related Income _____
Total Monthly Gross Income \$ _____	Total Monthly Gross Income \$ _____
<i>List Sources of Non-Employment Related Income:</i>	<i>List Sources of Non-Employment Related Income:</i>
_____	_____
_____	_____
_____	_____

**Certification**

I/We certify all of the answers given on this Oneida Nation housing program application are true and complete to the best of my knowledge and belief, and are made in good faith. This certification is made with knowledge that the information will be used to determine eligibility to receive financial and/or housing assistance and that false or misleading statements may constitute a violation of federal or tribal law which may subject me/us to termination of the rental agreement and eviction, criminal prosecution, civil liability or any combination thereof.

<b>Applicant's Signature</b>	<b>Date</b>	<b>Co-Applicant's Signature</b>	<b>Date</b>
_____	_____	_____	_____

**ONEIDA NATION COMPREHENSIVE HOUSING DIVISION  
 – AUTHORIZATION FOR RELEASE OF INFORMATION –**



I, the undersigned, hereby authorize and direct any agencies, offices, groups, organizations, business or individuals to furnish information concerning myself and/or my household to the Comprehensive Housing Division (CHD), its duly authorized representative and/or its contracted agent for purpose of verifying my eligibility to receive benefits from CHD.

Any individual or organization including any governmental agency may be asked to release information including, but not limited to: courts, law enforcement agencies, background screening agencies, employers, State Unemployment Agency, previous landlords, support and alimony providers, Social Security Administration, U.S. Department of Veterans Affairs, utility companies, medical professionals and facilities, child care providers, banks and other financial institutions, credit reporting agencies, social service and welfare agencies, public housing agencies, retirement systems, and schools/colleges.

I understand that, depending on program policies and requirements, verifications and inquiries that may be requested include, but are not limited to: identity, employment, income, marital status, residential history, household composition, medical expenses, assets, debts, credit history, criminal history, financial benefits, and school enrollment.

I agree that the Oneida Nation and CHD may conduct computer matching programs with other governmental agencies including federal, state, tribal, or local agencies. The government agencies include but are not limited to: U.S. Office of Personnel Management, U.S. Social Security Administration, U.S. Department of Defense, U.S. Postal Service, State Employment Security Agencies, and State Welfare and Food Stamp Agencies. The match will be used to verify information supplied by the applicant.

I understand I have a right to review any information received in accordance with my release, and have a right to correct any information that I can prove is incorrect.

I acknowledge that a photocopy or facsimile copy of this authorization may be deemed the equivalent of the original and may be used as a duplicate original.

I understand that I may revoke this authorization in writing at any time, except to the extent that action has been taken in reliance on this authorization. If this authorization has not been revoked, it will terminate 12 months from the date signed.

I understand that if I, or any adult household member, fail to sign this authorization, or revoke this authorization prior to completion of necessary verifications and inquiries, it may constitute grounds for denial or termination of assistance or tenancy, or both.

Applicant	Print Name	Date	Social Security Number
Co-Applicant	Print Name	Date	Social Security Number
Adult (18 & over) Household Member	Print Name	Date	Social Security Number
Adult (18 & over) Household Member	Print Name	Date	Social Security Number
Adult (18 & over) Household Member	Print Name	Date	Social Security Number
Adult (18 & over) Household Member	Print Name	Date	Social Security Number

**ONEIDA NATION COMPREHENSIVE HOUSING DIVISION  
– EMPLOYMENT INCOME VERIFICATION FORM –**



***This Section to be completed by Applicant***

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

Street \_\_\_\_\_ Apt. No. \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employee/Applicant authorizes the release of information.

\_\_\_\_\_  
Employee/Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_



***This Section to be completed by Employer***

\_\_\_\_\_  
Occupation/Position \_\_\_\_\_ Date of Employment \_\_\_\_\_

\_\_\_\_\_  
Base Rate Per Hour \_\_\_\_\_ Average Hours Per Week \_\_\_\_\_

Seasonal/Temporary Job: No  Yes  Average number of weeks laid off: \_\_\_\_\_

\_\_\_\_\_  
Company Name \_\_\_\_\_

\_\_\_\_\_  
Employer's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title \_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

**ONEIDA NATION DIVISION OF LAND MANAGEMENT  
RESIDENTIAL OFFER TO PURCHASE<sup>1</sup>**

Dated this **10th** day of **July**, Buyer(s) **[insert full name(s)]**: \_\_\_\_\_ submits this Residential Offer to Purchase (“Offer”) the improvements on the Property (“Property”) known as **3374 Belmar Road**, in the Town/City of **Green Bay**, County of Brown, Wisconsin, for \$ \_\_\_\_\_.

- I. Definitions.** For purposes of this Offer, the following terms shall have the following meanings:
- A. “Defect”** means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
  - B. “Fixture”** is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the property, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures.
  - C. “Tribal Member”** means an enrolled member of Oneida Nation.
- II. Items Included in Purchase Price.** Seller is including in the Purchase Price the Property, all Fixtures on the Property on the date of this Offer except the following items: \_\_\_\_\_. The following additional items are included in the purchase price: \_\_\_\_\_.
- III. Items not included in Purchase Price.** This is an offer for improvements on the land. The land is not included in the sale of the improvements and is subject to a residential lease with Land Management. At closing, buyer is required to enter into a Residential Lease (“Lease”) with Oneida Nation- Division of Land Management (“Land Management”), and thereby accept the terms and conditions of the Lease provided at pre-closing. If Seller has a current Lease with Land Management, at closing Seller is required to enter into a lease cancellation of the existing Lease with Land Management. Refusal or failure to enter into such Lease constitutes a default.
- IV. Acceptance.** Acceptance occurs when Buyer and Seller have signed one copy of the Offer, or separate but identical copies of the Offer. This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer by 07/17/17.
- A. Delivery of Documents and Written Notices.** Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the following methods:
  - B. Personal Delivery:** giving the document or written notice personally to the Party (Bay Bank).

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<sup>1</sup> This form is a template form, which may be used for: “seller to tribal member” residential offers to purchase within the boundaries of the Oneida Reservation, to include improvements on tribal trust land and tribal fee land. Buyer is responsible for determining all terms and conditions of the Offer, including additions or deletions. This form or technical assistance with this form shall not constitute legal advice from Oneida Nation, its Divisions, or employees. Nothing in this form prohibits Buyer or Seller from seeking independent advice or assistance from an Agent or Attorney.

- V. **Occupancy.** Occupancy of the Property shall be given to Buyer at time of closing unless otherwise provided in this Offer. At time of occupancy, Property shall be in substantially the same condition as was presented at the open house with the yard and land free and clear of any personal property, refuse, debris, ect.
- VI. **Closing.** This transaction is to be closed no later than **09/18/17** \_\_\_\_\_ at \_\_\_\_\_ Land Management, unless otherwise agreed by the Parties in writing.
- VII. **Closing Prorations.** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, property owner's association assessments, fuel, water, garbage & recycling and \_\_\_\_\_.
- VIII. **Contingencies.** Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Buyer agrees to promptly restore the Property (and any land involved) to its original condition after said inspections and testing are completed unless otherwise agreed to with Seller, and Land Management if well and/or septic inspection/testing occurs. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller, Land Management, and Oneida Environmental Health & Safety if required by Land Management. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources or the Environmental Protection Agency.
- A. **This Offer is contingent upon the following:** [Buyer to delete any contingencies which they do not wish to exercise.]
1. **Real Estate Condition Report.** Seller shall provide Buyer a Real Estate Condition Report within ten (10) days of acceptance. Buyer retains the right to terminate this Offer if a Real Estate Condition Report discloses Defects.
  2. **Appraisal.** Buyer, at Buyer's expense, shall have the Property appraised by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. Said appraisal shall be completed within fifteen (15) days of acceptance.
  3. **Home Inspection.** Buyer, at Buyer's expense, shall obtain a home inspection completed by a Wisconsin registered home inspector within fifteen (15) days of acceptance.
  4. **Septic System Inspection.** Seller, at Seller's expense, shall provide Buyer with a report from a county sanitarian, certified soil tester or master plumber competent to inspect septic systems, performed in the last six (6) months, which indicates that the septic system is not disapproved for current use utilizing the Nation's standard "On Site Waste Inspection" sheet within fifteen (15) days of acceptance.
  5. **Well Water Testing.** Seller, at Seller's expense, shall provide Buyer with a report from a State Approved Laboratory performed in the last six (6) months which indicates that the well water is bacteriologically safe (of the Colitic group) for all human consumption and that the well water has nitrate concentration less than the maximum health-related level

established by the State of Wisconsin for public water systems within fifteen (15) days of acceptance.

**6. Well System Inspection.** Seller, at Seller's expense, shall provide Buyer with a report from a licensed well driver, a licensed pump installer or a master plumber competent to inspect well systems, performed in the last six (6) months, which indicates the well and pressure system conform to the applicable code in effect at the time the well was installed and is not disapproved for current use utilizing the Nation's standard "On Site Waste Inspection" sheet within fifteen (15) days of acceptance.

**7. Closing Papers and Costs:** Parties shall work with the lender to prepare the closing papers and obtain appropriate approvals prior to pre-closing. The closing papers and costs shall be determined by lender. Any closing costs shall be provided at closing.

**B. Buyer's Pre-Closing Walk-Through.** Within three (3) days prior to closing, at a reasonable time pre-approved by Seller, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, that Seller has removed Seller's personal property, debris and trash, and that any defects Buyer has agreed to cure have been repaired in the manner agreed to by the Parties.

**C. Right to Cure.** Seller shall have a right to cure the Defects. Seller may satisfy any contingency by curing the Defects in good and workmanlike manner and delivering to Buyer a written report/receipts detailing the work done within fifteen (15) days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of Notice of Defects, including documentation of Defects, and: 1.) Seller delivers written notice that Seller will not cure; or 2.) Seller does not cure the Defects as provided herein within fifteen (15) days prior to closing.

**D. Contingencies Deemed Satisfied.** All contingencies shall be deemed satisfied, unless Buyer, within twenty-five (25) days of acceptance, delivers to Seller, a copy of the written report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects.

**E. Other.**

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**IX. Default.** A material failure to perform any obligation under this Offer is a default. If Seller defaults, Buyer may terminate the Offer. If Buyer defaults, Seller may terminate the Offer.

**X. Additional Provisions.**

**A. Other:**

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- B. Entire Contract.** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.
- C. Property Damage Between Acceptance and Closing.** If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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Buyer's Signature -

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Date

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Enrollment No.

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Buyer's Signature -

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Date

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Enrollment No.

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

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Seller's Signature

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Date

This offer is rejected \_\_\_\_\_ This offer is countered \_\_\_\_\_  
seller initials date seller initials date