## LITTLE WIND LOANS

# **FUNERAL LOAN POLICY**

Little Wind Loans will provide loans for funeral services in the **local areas only,** around the **Wind River Reservation** including **Riverton** and **Lander**.

- ➤ Eligibility of the deceased member's family who qualify for a funeral loan is limited to the following:
  - Maternal/Paternal Grandparents
  - Mother & Father
  - Siblings
  - spouse of deceased
  - Natural Children of deceased
  - Direct niece, nephew, uncle and aunt.
- Individual applying for funeral loan will receive \$150/\$200
- Kinship will be provided by Enrollment Department
- Must be <u>18yrs</u> or <u>older</u>, must be enrolled **Northern Arapaho Tribe** and applicant's balance <u>must not exceed \$2000</u>.
- Funeral Checks <u>must be picked up in person</u>, **NO EXCEPTIONS.** Checks will be ready next business day. *Checks will not be mailed*.
- Funeral checks that are not picked up one (1) business day after burial will be <u>canceled</u>. NO EXCEPTIONS.
- Check Release forms will not be accepted for Funeral Loans.
- Payments will be accepted to make applicant's balance under \$2,000.00.

# **Little Wind Loans**

# Funeral Loan Application 2025

Please	e submit a copy of the following with your application:
	Tribal ID
	OR
	Driver's License/State ID accompanied with a Certificate Of Indian Blood. (If you do not own a Tribal ID)
-	choose to <u>mail or fax</u> your application, LWL will only need pages <b>4, 5, and 10,</b> with the <b>requirements</b> above.
	**If you do not possess a Tribal ID you will need a Driver's License/State ID, with a copy of your Certificate of

\*\*Please check with Little Wind Loans office if we have your <u>Certificate of Indian Blood</u> (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.

### \*\*Immediate Family ONLY

## \*\* Local Funerals Only

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

#### As of September 2016

#### Little Wind Loans (LWL) has a new check policy:

Indian Blood to complete the Loan Process.

LWL Customers may request a check to be reissued however, the LWL Manager will approve or disapprove a check reissurance.

LWL will wait 10 business days from the day the check was issued before a check will be reissued. Checks can be reissued due to the following:

- Never received check
- Lost Check
- Incomplete or incorrect mailing address
- Change mailing address due to moving

If a LWL Customer claims their check was stolen or unlawfully withheld, they must contact LWL within 10 business days from the date of the the check to file a claim. The Customer will be liable for the amount of the claim, plus interest and fees, if they do not notify LWL within 10 business days. LWL will investigate the claim. It may take up 30 days from the date of the claim to complete the investigation. LWL will contact the customer in writing of the outcome of the investigation. If LWL determines the customer's claim is valid, a check will be reissued to the customer providing the customer files a police report, reporting the stolen or withheld check. A copy of the police report must be submitted to LWL prior to reissuing check.

# **Little Wind Loans**

# **FUNERAL LOAN APPLICATION 2025**

Date:			
Name of App	licant:		
Enrollment Nu	mber:		
Date of Birth:			
Mailing Address	:		
City, State, Zip C	Code:		
Contact Inform	ation:		
Phone #:	Cell #:		
Message #:	Email #:		
Extended Family  **	(Not on Kinship) Loan Amount Red	quested up to \$150.00	
Name of deceased	d:	_ Relationship to deceased:	
	P.O. Box 1958 Riverton, WY. 82501	<b>Wind Loans</b> Phone: 307-840-1804   Fax: 1-866-602-2887 ewindloans.com	
For office use only:			
Received By:	L'el W' II - F	Date:	
Approved	Little Wind Loans Employee <b>Denied</b>	Office Use Only INV. #	
Арргочец	Demeu		
		Bv:	

#### LOAN AGREEMENT

This Loan Agreement is entered into this	_ day of, 2025, by and between
(Name)	(Borrower), whose mailing address is
(Address)	and Little Wind Loans with its office at
180 Red Wolf Place, Riverton WY 82520.	

#### Recitals.

Little Wind Loans intends to advance certain funds 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 funds made by Little Wind Loans to Borrower and of the covenants and agreements hereinafter set forth, the parties agree as follows:

#### Section 1. Definitions.

"Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payment" means any payments authorized by the Northern Arapaho Business Council to tribal members which are solely from tribal funds.

Obligations 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; and (iii) any and all other undertakings or liabilities of Borrower hereunder.

Special Northern Arapaho Tribe Ce'binnoonee Hinono'eino payments includes one-time or special payments issued to a tribal member but does not include regular monthly payments issued pursuant to such statute.

#### Section 2. Loan.

- **A.** Little Wind Loan has loaned to Borrower and Borrower accepts the funds upon the terms and 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.
- **B.** The Loan shall be evidenced by a Promissory Note (Note), 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 the 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.

- **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.** <u>Pledge and Assignment of Monthly Northern Arapaho Tribe</u> Ce'binnoonee Hinono'eino <u>Payments</u>.
- (i) In order to secure the Loan, Borrower hereby pledges and assigns to Little Wind Loans all of Borrower's right, title, and interest in and to Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payments as defined herein until all of Borrower's Obligations hereunder are paid in full. Borrower agrees to cause all disbursements of Borrower's Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payments to be paid directly to Little Wind Loans to secure payment of the Obligations hereunder.
- (ii) Borrower agrees that Borrower will not cause the amount, existence or location of Borrower's Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payment funds to be changed at any time that the Obligations are outstanding, nor will Borrower permit such Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payments to be sent to any other account or location during such time without the prior written consent of the Tribe. Little Wind Loans will approve such assignment of Monthly Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payments as may be necessary for Borrower to meet Borrower's Obligations under this Agreement.
- (iii) Borrower shall not assign, sell, pledge, mortgage or otherwise transfer or encumber his/her interest in such Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payments during the term of this Agreement.
- D. Recourse; Pledge and Assignment of Special Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payments. 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 Little Wind Loans by Borrower, including Northern Arapaho Tribe Ce'binnoonee Hinono'eino 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.

#### 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 Northern Arapaho Tribe Ce'binnoonee Hinono'eino payments as may be agreed by the parties pursuant to Section 3.
- **B.** Borrower shall furnish to Little Wind Loans such information from time to time regarding his/her employment or financial condition (including, without limitation, information regarding Special Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payments) as Little Wind Loans may reasonably request.
- **C.** To the extent requested by Little Wind Loans, 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 Little Wind Loans to Borrower, a default in the payment of the Note or any funds from Northern Arapaho Tribe Ce'binnoonee Hinono'eino payments as may be agreed by the parties pursuant to Section 3. Of this Agreement, or
- (ii) Any warranty, representation, or statement furnished to Little Wind Loans 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 Little Wind Loans to Borrower.
- **B.** Upon default, as defined in Section A. above, and at any time thereafter, Little Wind Loans may, at its election, terminate this Agreement and declare all of the Obligations to be immediately due and payable.

#### Section 6. Costs and Fees.

Little Wind Loans 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 Little Wind Loans to enforce the payment of the Obligations set forth herein.

#### Section 7. Remedies; Attachment of Per Capita.

Little Wind Loans shall be entitled to all remedies provided for in this Agreement or subsequent agreements regarding Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payments, if any, and as provided by law or equity. In addition, Little Wind Loans shall be entitled to attach, intercept, seize, garnish, or otherwise execute upon the Northern Arapaho Tribe Ce'binnoonee Hinono'eino Payments, and any other 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 Borrower's Obligations hereunder.

#### Section 8. Waiver; Time.

Little Wind Loans 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 Little Wind Loans, and then only to the extent set forth therein. A waiver by Little Wind Loans 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 Little Wind Loans 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 Little Wind Loans 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 Little Wind Loans.

#### 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 Northern Arapaho Tribe of the Wind River Indian Reservation. 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 to the jurisdiction of the Tribal Court of the Wind River Indian Reservation authorized by the Northern Arapaho Tribes for all disputes arising under this Agreement or any subsequent and prior agreements. This Agreement constitutes 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 in Tribal Court.

#### 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 Little Wind Loans, 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.

LITTLE WIND LOAN

## PROMISSORY NOTE

AMOUNT OF NOTE: \$	<b>DATE:</b>
office on the Wind River Indian Reservation, from time to time designate, the principal sun	Borrower), promises to pay to the order Little Wind Loans with its Wyoming, or such other place as the Holder of this Note may a stated above, and to pay interest thereon at the annual rate of 9.9 l be made in lawful money of the United States of America.
and Little Wind Loan, of even date herewith,	e certain Loan Agreement (Loan Agreement) between Borrower and is entitled to the benefit of all the provisions hereof, and, repayment and acceleration for default, all as provided therein.
of this Note, and no delay in the enforcement	protest, demand, and notice of dishonor. No renewal or extension of this Note or in exercising any right or power hereunder or ability of Borrower. The pleading of any statute of limitation as a expressly waived.
Whenever used herein, the words Borrespective successors and assigns.	rower and Little Wind Loans shall be deemed to include their
This Note shall be governed by, and c Arapaho Tribe.	construed under and in accordance with, the laws of the Northern
IN WITNESS WHEREOF, the unders	signed execute this Note as of the date first set forth above.
NORTHERN ARAPAHO TRIBE / LITTLE	WIND LOAN PROGRAM
Ву	Date
Little Wind Loans Employee	
BORROWER	
	Date
Printed Name	
Signature	