



**MUSCOGEE (CREEK) NATION  
DEPARTMENT OF HOUSING**

P. O. BOX 297 / Okmulgee, OK 74447 / 918 549-2500 / 1-800-482-1979

**APPLICATION  
FOR THE  
EMERGENCY REPAIR OF  
PRIVATELY OWNED HOMES PROGRAM**

For Office Use Only

Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County: \_\_\_\_\_

**ORIGINAL APPLICATIONS ONLY NO COPIES OR FACSIMILES  
WILL BE ACCEPTED**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED!**

**(This includes signatures, dates and other documentation requested.)**

## Checklist for Application

**Application must be completed, dated and signed in ink**  
**Return the application with a COPY of the following documents.**

- A \_\_\_ Creek Citizenship Card for all family members, (if applicable)
- B \_\_\_ CDIB or Tribal Citizenship Card of a Federally recognized Indian tribe (if applicable).
- C \_\_\_ Tribal Town Citizenship Card. (if applicable.)
- D \_\_\_ Social Security cards for all family members.
- E \_\_\_ Income Verification for anyone over 18 who is employed in the household. (Copy of check stubs will not be accepted.) If self-employed, Federal tax information must be submitted with schedules. Award letters required for Social Security, retirement, pension, royalties, child support, VA, etc.
- F \_\_\_ Notarized unemployment statement: Any household member over the age of 18 years, not employed, retired, disabled, etc., an unemployment statement is required.
- G \_\_\_ Copy of complete prior year Federal income tax forms including W-2's & 1099's (W-2's/1099's are mandatory) or complete the Non-Filing Status form page 14 for all members in household over age of 18.
- H \_\_\_ Proof of Ownership (Deed) in applicants name. (If spouse is listed on deed he/she must be on application. If deceased, provide a copy of death certificate.)
- I \_\_\_ Proof of Residency (gas, water or electric bill showing service address)
- J \_\_\_ Plat of Survey (if available)
- K \_\_\_ Copy of current mortgage statement (if applicable)
- L \_\_\_ Insurance verification
- M \_\_\_ Doctor's statement (if requesting handicap accessibility)

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

**THIS APPLICATION MUST BE COMPLETED AND SIGNED IN INK.**

**PART A: APPLICANT INFORMATION:**

1. Name of Applicant:

\_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (MI) \_\_\_\_\_ (Maiden)

2. Address:

\_\_\_\_\_ (Street and/or P.O. Box and/or RR) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ (County)

3. Home Phone Number: \_\_\_\_\_

Message/Contact Phone Number: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Relation: \_\_\_\_\_

4. Marital Status (Check one): Married \_\_\_\_\_ Single \_\_\_\_\_ Other \_\_\_\_\_

5. Do you possess a Creek Citizenship Card? Yes \_\_\_\_\_ No \_\_\_\_\_ Creek Roll # \_\_\_\_\_

6. Do you possess a Tribal Town Citizenship Card? Yes \_\_\_\_\_ No \_\_\_\_\_ Roll # \_\_\_\_\_

6. Are you a Muscogee (Creek) Nation employee, member of the National Council/Board Member or an immediate relative of a Muscogee (Creek) Nation employee or National Council/Board Member?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please circle the relationship above that applies and

enter the name of relation \_\_\_\_\_

(Note: Immediate family is defined as a parent, spouse, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents of the employee or his/her spouse and grandchildren of the employee or "foster" or "step" situations within these relationships.)

**PART B: HOUSEHOLD INFORMATION:**

1. How many people permanently live in your home, including yourself? \_\_\_\_\_
2. List all person(s) living in the household on a permanent basis. Start with the applicant and provide Social Security Numbers for all person(s).

Name	Date of Birth	Social Security Number	Relationship to applicant
			Applicant

**PART C: INCOME VERIFICATION:**

1. List all permanent household member(s) receiving income, beginning with the applicant.

Name Of Household Member	Source of Income	Monthly Amount

**PART D: PROPERTY INFORMATION**

1. Is the deed in your name? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Is a plat of survey available? Yes \_\_\_\_\_ No \_\_\_\_\_  
(A plat of survey is a layout of the property where the house sets, it shows the definite property description and property pins)
3. What year was your house constructed? \_\_\_\_\_
4. How many years have you owned and resided in your house? \_\_\_\_\_
5. Was your house built by Creek Nation Housing? Yes \_\_\_\_\_ No \_\_\_\_\_

6. Did you receive a grant through the Mortgage Assistance Program? Yes \_\_\_\_ No \_\_\_\_
7. Do you have an existing mortgage? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Is this a mobile home? Yes \_\_\_\_\_ No \_\_\_\_\_
9. Have you ever applied for Federal funds to receive housing improvement assistance? (i.e. FEMA) Yes \_\_\_\_\_ No \_\_\_\_\_
10. Do you have homeowners insurance? Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes statement of non-coverage or claim denial from insurance must be submitted, roof repairs if requesting)

**PART E: LOCATING INFORMATION (please be specific):**

1. Give detailed directions to the home to be repaired, from the closest major intersection:

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**PART F: EMERGENCY REPAIR INFORMATION**

1. REPAIRS THAT AFFECT HEALTH & SAFETY

**IDENTIFY THE PROBLEM** \_\_\_\_\_

- a. Where is the problem located? \_\_\_\_\_
- b. What caused the problem? \_\_\_\_\_
- c. How long has this been a problem? \_\_\_\_\_
- d. What steps have you taken to repair the problem? \_\_\_\_\_

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- c. How long has this been a problem? \_\_\_\_\_
- d. What steps have you taken to repair the problem? \_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS APPLICATION IS NOT A BINDING CONTRACT AND DOES NOT BIND EITHER PARTY. The above information is true and correct to the best of my/our knowledge. I/we realize falsification is automatic reason for this application to become null and void and the applicant shall be considered ineligible for the program. Punishable by Section 1001 of Title 18 of the U.S. Code which makes it a criminal offense to make willful, false statements for misrepresentations of any material fact involving the use or obtaining of federal funds.**

\_\_\_\_\_  
**Applicant**

\_\_\_\_\_  
**Spouse/other**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**PART G: OPTIONAL INFORMATION**

**\*\*\*Read this certification carefully before you sign and date your application in ink.\*\*\***

Does anyone in the household, who is a permanent resident listed on this application, have a severe health condition, handicap, or permanent disability? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide name of person(s) \_\_\_\_\_, and **attach letters from two physicians certifying, handicap and or disability, if requesting handicap accessibility (ramp, rails, bathroom).**

*I certify that all the answers given are true, complete and correct to the best of my knowledge and belief, and they are made in good faith. The information in this application will be used for the sole purpose of determining eligibility to receive housing improvement assistance.*

\_\_\_\_\_  
Signature of Applicant Date

\_\_\_\_\_  
Signature of Spouse/Other Date

**WAIVER**  
**LEAD BASE PAINT**

The Muscogee (Creek) Nation Dept. of Housing will perform a “Lead Base Paint” test to privately owned homes constructed prior to January 1, 1978 to determine if the home has lead paint.

If the lead base paint test finding is “positive” the Muscogee (Creek) Nation Dept. of Housing is not obligated to eliminate the lead base paint or provide rehabilitation services.

I acknowledge having read, understood and agreed to the above waiver.

\_\_\_\_\_  
Applicant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# INCOME VERIFICATION

**Personnel:**

Regulations require the Muscogee (Creek) Nation Dept. of Housing to verify the income on families participating in our Emergency Repair of Privately Owned Homes Program. This information is for the purpose of determining eligibility only and will be kept confidential. (Applicant responsible for getting employer to complete.)

\_\_\_\_\_  
Applicants Name (Please Print)

_____ Employee Signature	_____ Date
_____ Social Security number	_____ Company Name
_____ Address	_____ Address
_____ City                      State                      Zip	_____ City                      State                      Zip
_____ Telephone Number	_____ Telephone Number

**THIS SECTION IS TO BE COMPLETED BY EMPLOYER**

Current Numbers of hours worked per week: \_\_\_\_\_

If hours vary, state year-to-date earnings: \_\_\_\_\_

Current base pay rate (gross) \$ \_\_\_\_\_ WEEKLY BI-WEEKLY MONTHLY YEARLY

Other (Explain) \_\_\_\_\_

Seasonal: \_\_\_\_\_ Part-time: \_\_\_\_\_ Full-time: \_\_\_\_\_

If seasonal or sporadic employment, give lay-off periods: \_\_\_\_\_

Date employee hired: \_\_\_\_\_ Date employee terminated: \_\_\_\_\_

Employee title: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Date

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Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Date

**MUSCOGEE (CREEK) NATION  
DEPARTMENT OF HOUSING**

**UNEMPLOYMENT STATEMENT**

(\*Anyone 18 or older not working, retired, receiving Social Security, SSI, VA, Royalties as only source of income must complete before notary.)

**DATE:** \_\_\_\_\_

**TO WHOM IT MAY CONCERN:**

**I, \_\_\_\_\_, hereby state that I am not presently employed.**

**The only source of income I have is \_\_\_\_\_.**

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Date**

Subscribed and sworn to, before me, this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission expires

**MUSCOGEE (CREEK) NATION  
DEPARTMENT OF HOUSING**

**UNEMPLOYMENT STATEMENT  
FAMILY MEMBERS**

(\*Anyone 18 or older not working, retired, receiving Social Security, SSI, VA, Royalties as only source of income must complete before notary.)

**DATE:** \_\_\_\_\_

**TO WHOM IT MAY CONCERN:**

**My \_\_\_\_\_, as named \_\_\_\_\_, is presently not employed.**

**The only source of income he/she has is \_\_\_\_\_.**

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Date**

Subscribed and sworn to, before me, this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission expires



**MUSCOGEE (CREEK) NATION  
DEPARTMENT OF HOUSING**

**NON-FILING STATUS FORM  
FOR FAMILY MEMBER**

**I, hereby state that I do not file State or Federal Income Tax due to the following reason(s):**

**PLEASE CHECK ALL THAT APPLY**

Not enough income \_\_\_\_\_

Receiving Child Support \_\_\_\_\_

Receiving DHS Assistance \_\_\_\_\_

Receiving Social Security \_\_\_\_\_

Receiving VA Benefits \_\_\_\_\_

Receiving SSI \_\_\_\_\_

I/We certify that the information given is true and correct to the best of my/our knowledge. I/We understand that false statements of information are grounds for termination of Housing Assistance from this agency, and is subject to a \$10,000 fine, imprisonment up to five (5) years.

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**NOTE: If this is not sufficient documentation of the income status and we have found this statement is incorrect, the Dept. of Housing and HUD does have the right to investigate the applicant.**

Before completing the application, please be aware that a useful life agreement/lien will be placed on your property. This does not mean you will have to repay Creek Nation. This is only to secure Creek Nation's funds. The only time you will have to repay the funds, is if you sell the property before the term of the agreement is complete.

Attached are copies of the useful life agreement and the amount range/years the lien will be in effect.

Rehab Amount Range	Yrs.	Total Amount / Mo. = Yearly Amount
\$1.00 to \$10,000.00	1	/ 12 = \$0
\$10,000.00 to \$15,000.00	3	/ 36 = \$0
\$15,000.00 to \$20,000.00	5	/ 60 = \$0
\$20,000.00 to \$30,000.00	10	/ 120 = \$0
\$30,000.00 to \$40,000.00	15	/ 180 = \$0
Over \$40,000.00	20	/ 240 = \$0

**NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION ACT**

**USEFUL LIFE / USE RESTRICTION**

(Indian Housing on Fee Land with Pro-Rated Recovery Amount)

Address: \_\_\_\_\_

Located At: \_\_\_\_\_

Lot \_\_\_\_\_, in the subdivision known as \_\_\_\_\_ shown by map on file in Book No. \_\_\_\_\_ Pages \_\_\_\_\_ through \_\_\_\_\_ of Maps \_\_\_\_\_ Records of County of \_\_\_\_\_, and State of \_\_\_\_\_.

**OR**

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

This Affordable Native American Useful Life/Use Restriction, a covenant running with the land (hereinafter the **Land Restriction**), dated this \_\_\_ day of \_\_\_\_\_, 20\_\_, for good and valuable consideration, is hereby declared covenanted and made by \_\_\_\_\_ (hereinafter the **Owner**), who is the owner(s) of the property. The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the property have been granted or loaned by **Muscogee Creek Nation**, an Indian Tribe or an Indian or Alaska Native tribally designated housing entity (hereinafter the **Tribe**), to assist or facilitate low-income Indian Housing.

**1.0. DEED RESTRICTED**

1.1 Use Restriction. The property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are either members of, or are headed by a member of, a federally recognized tribe or an eligible state recognized tribe who are low-income. The terms “Federally Recognized Tribe”, “State Recognized Tribe” and “Low-Income” are as defined in the Native American Housing Assistance and Self-Determination act (hereinafter **NAHASDA**), 25 U.S.C. §§ 4101, et seq.

1.2 Subsequent Owners. Family or household members who take Subsequent Ownership will not be subject to the binding agreement. However the binding commitment will not terminate upon subsequent family/household ownership, the binding commitment will not apply to the family/household. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to the Land Restriction for the remaining affordability period.

1.3 Restricting Owners. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property; however, subsequent Owners that are family members or household members are not subject to this Land Restriction.

1.4 Covenant Running With the Land. The owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.

1.5 Term. This Land restriction, including all of its rights, restrictions, covenants and agreements shall expire ( ) year(s) from the date of this Land Restriction Agreement (hereinafter the **Term**), which shall be the \_ day of \_\_\_\_\_, **2017**. (hereinafter the **Termination Date**). As of the Termination Date, this Land



Restriction shall expire by its own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution of recording of any further documents.

## 2.0 ENFORCEMENT

### 2.1 Right to Enforce

The Tribe has all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but is not limited to enforcing compliance with the low-income and members of federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Land restriction, and levying upon the property to recover in full the money expended, advanced or loaned either on the property or to the Owner by the Tribe under its low-income Native American Housing programs.

### 2.2 Recovery of Amounts Contributed by the Tribe

The Tribe has contributed through loan(s) or grant(s) the sum of \$\_\_\_\_\_ Owner of Property and shall be entitled to recover some or all of this amount as follows:

(a) If the property consists of a single family unit, the tribe shall be entitled to recover the following declining amounts for any violation of the Land Restriction Agreement during the duration of this Land Restriction: 100% until expiration of seventy-five percent of the Term, then 75% until expiration of fifty percent of the Term, 50% until expiration of twenty-five percent of the Term and 25% until expiration of the term.

(b) If the property is not a single family unit, the tribe shall be entitled to recover the full amount contributed for any violation of the Land Restriction Agreement during the duration of the Land Restriction.

### 2.3 Rights to Recover Other Costs by the Tribe

The Owner, as well as subsequent owners of the property, shall also be liable to the Tribe for any and all reasonable attorney fee, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction Agreement.

## 3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE

### 3.1 Notice

The Owner, and any subsequent owner of this property, is obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: P.O. Box 297, Okmulgee, OK 74447, that they intend to change occupancy, lease, sell, or convey the property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).

### 3.2 Confirmation of Compliance with Land Restrictions

After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the property shall remain in compliance with the Land Restriction Agreement.

### 3.3 Assistance in conveying to Low-Income Native Americans

The Tribe may offer to assist the Owner and subsequent owners in finding individuals eligible under this Land Restriction Agreement to occupy, rent, lease, purchase, or obtain title to the property.

### 3.4. Delivery of Notice Has No Effect on Land Restriction

The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with the Land Restriction.

4.0 USEFUL LIFE

4.1 Term of Land Restriction Should Meet HUD Requirements

NAHASDA requires that the Secretary of the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to its Secretary, 25 U.S.C. § 4135 (a)(2). In section 1.4 of this Land Restriction Agreement, a Term has been set for this Land Restriction and that Term should not be less than what is acceptable to the Secretary of HUD based on the Nature and the amount of IHBG funds to this property. The Tribe should ensure that a Land Restriction has been obtained for a Term that meets HUD's standards.

5.0 MISCELLANEOUS

5.1 Amendment

Any amendment to this Land Restriction by and Owner of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction Agreement. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction Agreement.

5.2 Severability

If any provision of this Land Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.

5.3 Homestead Waiver

This Land Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Restriction.

OWNER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

Subscribed and sworn to, before me, this \_\_\_\_

Day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Secretary of Housing, MCN  
Department of Housing

Date

Subscribed and sworn to, before me, this \_\_\_\_

Day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_