

# Discretionary Loan Application

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Are you at least 20 years of age? \_\_\_\_\_

Enrollment Number: 410B- \_\_\_\_\_ Social Security # \_\_\_\_\_

Amount Requesting: \_\_\_\_\_ District: \_\_\_\_\_

**A COPY OF VALID PHOTO ID MUST BE SUBMITTED WITH APPLICATION  
BEFORE LOAN CAN BE PROCESSED**

1. **Parties.** The Parties to this agreement are the Mille Lacs Band of Ojibwe, 43408 Oodena Drive, Onamia, MN 56359 ("Lender") and \_\_\_\_\_ whose address \_\_\_\_\_ ("Borrower"). Borrower's Band I.D. Number is \_\_\_\_\_

2. **Amount and Repayment Terms.** Borrower understands and agrees that the amount of \_\_\_\_\_ (\_\_\_\_\_), which will be deducted from his/her next per capita payment immediately following the date of this loan.

3. **Default.** Borrower will be considered to be in default if he/she fails to repay the loan according to the terms of this Agreement or in the full amount as due. If Borrower is in default, Lender may, in its sole discretion, demand immediate payment in full, set off this debt against any sums owed to Borrower by Lender, or avail itself of any other remedies available under law. Lender's refusal to take any of these actions shall not be deemed an acceptance of Borrower's default and shall not prevent Lender from taking any such authorized action at a later date.

4. **Modifications.** This Note contains the entire agreement between the Lender and the Borrower, and any modification to this agreement must be in writing and evidenced by signature of both parties.

5. **Disputes.** Any disputes or enforcement actions, which arise under this Note, shall be governed by the laws of the Mille Lacs Band of Ojibwe and shall be heard in the Court of Central Jurisdiction. If any term of this Agreement is found to be contrary to law, that term shall be severed and shall not affect the remainder of the Agreement.

6. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver of Lender's sovereign immunity.

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

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Commission Expires

\_\_\_\_\_  
Printed Name

**\*Only have notarized if loan is going to be mailed.**

OMB Fax: 320-532-5402