

RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION

WHEREAS, a commitment has been made to the White Mountain Apache Tribe by the United States for a loan of \$500,000.00 under Contract 14-20-450-3804, and

WHEREAS, the White Mountain Apache Tribe is in need of an advance of funds in the amount of \$100,000.00 in order to commence the building of the road to the millsite and to do the engineering and paving of the log deck area, and

WHEREAS, the United States has forwarded to the Tribe a General Assignment and Assignment of Income together with a promissory note payable to the order of United States in the amount of \$1,000.00.

BE IT RESOLVED that the United States is hereby requested to advance to the Superintendent of the Fort Apache Agency the sum of \$100,000.00 to be disbursed by said Superintendent to the Fort Apache Timber Company of the White Mountain Apache Tribe as same is needed by said Company.

BE IT FURTHER RESOLVED that the Chairman and the Secretary of the Tribal Council are hereby authorized and directed to sign the General Assignment and Assignment of Income as security for advances of said funds totaling \$500,000.00 under Contract 14-20-450-3804, a copy of said assignment being attached hereto, marked "Exhibit A" and by reference made a part hereof.

BE IT FURTHER RESOLVED that the Chairman and the Secretary are authorized and directed to sign a certain promissory note for a loan from the said revolving credit fund, said note being dated November 1, 1961 in the principal sum of \$100,000.00 bearing interest at the rate of $4\frac{1}{2}$ per cent per annum payable \$10,000.00 plus interest annually. First payment due and payable July 11, 1965 and the last payment being due and payable July 11, 1974.

The foregoing resolution was on November 1, 1961 duly adopted by a vote of 8 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (b) and (i) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

Lester Olivier
Chairman of the Tribal Council

Walter B. Goodfield
Secretary of the Tribal Council

Received in Superintendent's Office

NOV 13 1961

(Date)

NOV 17 1961

Mr. F. M. Haverland

Area Director, Phoenix, Arizona

Dear Mr. Haverland:

Resolution No. 61-99 was adopted on November 1, 1961 by the Council of the White Mountain Apache Tribe pursuant to authority vested in Article V, Section 1 (1) of the Tribe's Constitution. Under this authority the resolution is not subject to review or approval by the Secretary of the Interior.

The resolution authorizes the Chairman and Secretary of the Tribal Council to sign the General Assignment and Assignment of Income and Promissory Note for an advance of \$100,000 under Contract No. 14-20-450-3804. The sum of \$100,000 will be disbursed to the Fort Apache Timber Company as needed. The Promissory Note and Assignment along with a copy of Resolution No. 61-99 were forwarded to the Area Office November 13.

Sincerely yours,

7S7 Albert M. Hawley

Superintendent

WHITE MOUNTAIN APACHE TRIBE ASSOCIATION OF BOONVILLE

As security for advances of funds totaling \$500,000 on Contract 14-20-450-3804 between the White Mountain Apache Tribe and the United States, the undersigned hereby assigns to the United States:

- (1) All agreements, notes, rights and securities, other than mortgages of trust or restricted lands, which it has received or shall acquire in connection with loans to its members or associations of its members, including loans made from tribal funds. The undersigned grants to the United States full right, power and authority in its own name, or in the name of the undersigned to demand, collect, sue or receipt for the same. Upon written request of the Area Director, the undersigned agrees to execute specific assignments of each and every note, right and security in terms similar to this assignment. Failure of the undersigned to execute such specific assignments upon written request of the Area Director within 90 days of the date of his request shall automatically prevent further loans being made by the undersigned, and shall subject the undersigned to the default penalties provided by 25 CFR 91.10 and 91.12 (d) unless otherwise authorized by the Commissioner.
- (2) All net assets of any enterprise operated by the undersigned, and all income which is now or may in the future become due to the undersigned from any source in which it now has or may in the future acquire an interest; provided, that assignment to the United States of income payable under Contract No. I-30-ind-2481 between the Tribe and the Southwest Lumber Mills, Inc., is subordinate to the assignment of income given to secure a loan of \$250,000 to the Tribe by The Arizona Bank. The undersigned hereby grants to the United States full right, power and authority in its own name, or in the name of the undersigned, to demand, collect, sue or receipt for the same. The undersigned agrees to execute such specific assignment of said income as may be requested from time to time by the United States at terms similar to this assignment; provided, that this assignment of income shall be effective only upon default of said loan agreement or agreements.

WHITE MOUNTAIN APACHE TRIBE

Date: NOV 13 1961

By: *Stotes Oliver*
Chairman, Tribal Council

ATTEST:

Mary C. Bridgfield
Mary C. Bridgfield, Council Secretary