

The Tulalip Tribes
Installment Note
6406 Marine Drive
Tulalip, WA 98271

Borrower's Tribal ID No. _____

For value received, I _____ (Borrower) promise to pay to The Tulalip Tribes, located at 6406 Marine Drive, Tulalip, WA 98271, (Holder) the sum of \$ _____, with interest thereon at the rate of 9% per annum from the date hereof (\$1.00 minimum) in the following manner, until the principal, interest and any applicable fees under this Installment Note are fully paid.

- I will make voluntary monthly payments in the amount of \$ _____ to the Tulalip Tribes at the above address (minimum payment \$130.00.)
- I wish to have payroll deductions from a) my payroll ____, or b) my Co-signer's payroll ____ in the amount of \$ _____ each pay period (Minimum \$65.00) to equal the \$ _____ monthly (Minimum \$130.00) from Tulalip Tribes/Casino/QCV/TGA. As signed below the Co-signer agrees that upon default by the Borrower the Co-signer will be responsible for payment of the loan in full.
- I wish to have \$1,500.00 of a) my quarterly per capita ____ or b) my co-signer's quarterly per capita ____, taken to make my loan payments until paid in Full _____ (initials.)
- I wish to have deductions from my monthly Elder /Disabled distribution in the amount of \$ _____ to make my loan payments. (Minimum payment of \$130.00) _____ (initials.)

You must understand that it is YOUR responsibility to make sure payments are taken out of your check. If payments are not taken out, then you must come in and make a payment. If no payments are made and you are over 45 days late for your *first* installment (only) you will be considered defaulted. Thereafter you will be considered in default if you are over 30 days late for your installment, according to your original payment schedule. Please initial that you understand this statement. _____ (initials.)

- 1) If any installment is not so paid, when the installment becomes due, the whole sum of both principal and interest are due and payable at once without further notice.
- 2) Borrower shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Borrower or Holder sues to enforce this Note or to obtain a declaration of its rights, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
- 3) All disputes shall be resolved exclusively in Tulalip Tribal Court. Nothing in this agreement shall constitute a waiver of sovereign immunity of the Tulalip Tribes.
- 4) If this loan is defaulted in accordance to the terms specified above The Tulalip Tribes will impound \$1500.00 Of the Borrower's Quarterly Per Capita until all outstanding principal and interest are fully repaid. _____ (initials.) If no payments are made by original Borrower, it will become the sole responsibility of the Co-Signer.

By signing this agreement I agree to all conditions mentioned above and I understand that Tulalip Tribes Finance reserves the right to garnish up to the full loan amount to pay off any outstanding Tribal debts.

Borrower's Signature

Date

Co-Signer's Signature (if applicable)

Date

AUTHORIZATION

Loan Officer

Date