

ASSIGNMENT OF LOAN DOCUMENTS AND RELATED RIGHTS

_____ (“Lender”) hereby assigns to the Bureau of Indian Affairs (“BIA”) all rights the Lender has under the loan documents identified on the attached **Exhibit A**. The Lender makes this Assignment under the terms of BIA’s Loan Guaranty, Insurance, and Interest Subsidy Program, 25 U.S.C. §§ 1481 *et seq.*, 1511 *et seq.*, and 25 CFR Part 103 (the “Program”), upon final payment from BIA for the Lender’s Claim for Loss under the following instrument(s):

- BIA Loan Guaranty Certificate Number _____
- BIA Loan Insurance Agreement Number _____, with respect to the loan identified on **Exhibit A**.

The persons signing below represent to BIA that they have due authorization and power to sign this Assignment in the capacity stated and to bind the Lender. The Lender also represents to BIA that immediately prior to making this Assignment, it was the sole owner of the Lender’s interest in the documents and rights assigned hereby, or the duly authorized agent of all such parties.

This Assignment is binding on the Lender, as well as its officers, directors, employees, agents, heirs, executors, administrators, assigns, successors in interest, predecessors in interest, and anyone else claiming by, through or under the Lender. In the event any claim, demand, or action is brought or pursued by, through, or under the Lender in contradiction of this Assignment, the Lender agrees to indemnify BIA and hold it harmless with respect to the claim, demand or action.

Lender: _____

ABA No.: _____

By: _____

Its: _____

Paperwork Reduction Act Statement: This form is covered by the Paperwork Reduction Act. It is used to establish the respective rights and responsibilities of the respondent and the Federal government. The information is provided by respondents to obtain or retain a benefit. In compliance with the Paperwork Reduction Act of 1995, as amended, the collection has been reviewed by the Office of Management and Budget and assigned a number and an expiration date. The number and expiration date are at the top right corner of the form. An agency may not sponsor or conduct, and a person is not required to respond to, a request for information collection unless it displays a currently valid OMB Control Number.

Burden Estimate: The public reporting burden is estimated to average **2 hours per respondent**. This includes the time needed to understand the requirements, gather the information, complete the form, and submit it to BIA. Comments regarding the burden or other aspects of the form may be directed to the Information Collection Control Officer, Bureau of Indian Affairs, 1849 C Street NW, MS - 4603 MIB, Washington, DC 20240. Note: comments, names and addresses of commentators are available for public review during regular business hours. If you wish us to withhold this information, you must state that prominently at the beginning of your comment. We will honor your request to the extent allowable by law.

Privacy Act Statement (5 U.S.C. 552(a)): The authority for collecting this information is 25 U.S.C. 1511. The information will be used to administer the interest subsidy provisions relating to the Loan Guaranty and Insurance Program, 25 U.S.C. 1481 *et seq.* Disclosures of this information may be made to consumer reporting agencies; Federal, State, or local governments; law enforcement personnel responsible for investigating or prosecuting violations of, or for enforcing or implementing, statutes, rules, regulations, orders, or licenses; the U.S. Department of Justice; courts of law or adjudicative bodies; Members of Congress; the U.S. Department of the Treasury; and other Federal agencies responsible for collecting debts or detecting and eliminating fraud.

Exhibit A
Loan Documents

The following loan documents are all subject to the Assignment of Loan Documents and Related Rights, to which this Exhibit is attached. Except as otherwise noted, the loan documents are all dated _____, 20____:

- Note from Lender to _____
("Borrower") in the original principal amount of \$_____.

- Deed of Trust/Mortgage from Borrower to Lender, recorded on _____, 20____ at
Book _____, Page _____ in the _____ (Recorder's Office).

- Security Agreement from Borrower to Lender.

- Financing statement from Borrower to Lender, recorded on _____, 20____ at Book
_____, Page _____ in the _____ (Recorder's Office).

- Guarantee from _____ ("Guarantor") to Lender.

- Other (specify) _____
_____.

- Other (specify) _____
_____.

- Other (specify) _____
_____.

- Other (specify) _____
_____.