



Mortgage Assistance Program Policy  
Date Approved: 2/25/2026  
Resolution# 2026-04

**MORTGAGE ASSISTANCE PROGRAM  
POLICY & PROCEDURES  
FOR ENROLLED ABSENTEE SHAWNEE TRIBAL MEMBERS**

**The Program is adopted by the Board of Commissioners of the Absentee Shawnee Housing Authority by Resolution# 2026-04, effective February 25, 2026.**

## SECTION 1 GENERAL PROVISIONS

A. **Introduction; Tribal Preference.** The mission of the Absentee Shawnee Housing Authority ("ASHA") is to provide decent, safe, sanitary and affordable housing to eligible Native Americans living or intending to live within its housing service area, as same may change from time to time. Only enrolled members of the Absentee Shawnee Tribe of Oklahoma ("Tribe") will receive consideration in the allocation of resources in compliance with the Mortgage Assistance Program Operating Policy and Procedure ("Policy"). The Program will be managed by the Absentee Shawnee Housing Authority program income.

B. **Purpose.** This Policy is designed to serve as:

1. A guide to use in determining eligibility, selection of applicants, and occupancy standards;
2. A document to provide consistent, equitable, and uniform treatment of clients and applicants; and
3. A basis for decision-making by officers and employees of the ASHA.

C. **Interpretation; Applicability.** This Policy supersedes any and all ordinances, policies, laws or resolutions regarding the operation of the Mortgage Assistance Program of the ASHA ("Program").

D. **Sovereign Immunity.** The ASHA specifically retains all governmental immunities associated with its sovereign status. The ASHA subsidiaries, employees, officers and agents shall share in its sovereign immunity from suit. The ASHA does not waive its sovereign immunity in any respect, and this Policy shall not be construed as such waiver.

E. **Notice.** All applicants for the Program shall receive a copy of this Policy, and shall acknowledge receipt in writing. The ASHA shall post a copy of this Policy in the lobby of its headquarters and ASHA website.

## SECTION 2

### CONDITIONS OF ELIGIBILITY

A. **Participant Eligibility Criteria.** The following criteria shall govern eligibility for Program participation.

1. The Applicant must qualify as a family (includes a family with or without children, an elderly family, a near-elderly family, a disabled family or a single person);
2. The Applicant Head of Household, Spouse, or Co-Applicant must be an enrolled member of the Absentee Shawnee Tribe of Oklahoma;
3. The Applicant must be at least eighteen (18) years of age;
4. The Applicant must be ready, willing and able to meet all obligations of participation in the Program, including but not limited to credit qualification and pre-homeownership counseling obligations.
5. Mortgage loans must be from qualified lenders who meet non-predatory criteria.
6. The dwelling unit must be located within the state of Oklahoma.
7. The Dwelling Unit must be free from defects, meet the definition of a standard home, and be structurally sound as attested by a State Certified Inspector.
8. The Dwelling Unit must be a single-family dwelling. Rental properties and cooperative units will not be eligible.
9. The Applicant who is applying for mortgage assistance for down payment and not refinancing must have not owned any real estate within the last three (3) years. Exceptions to the rule will be considered on a case-by-case basis and include:
  - a) An Applicant who already owns, as his/her principal residence, real estate that does not meet the definition of a standard home and is not in compliance with applicable building codes and

which cannot be brought into compliance for less than the cost of constructing or purchasing a code-compliant structure, provided that such home is sold and a bill of sale presented to the ASHA prior to the issuance of the assistance; and/or

- b) An Applicant who is recently divorced or legally-separated, where the previously-owned home was owned jointly by his/her spouse and the Applicant loses or relinquishes all ownership rights to said home.
- 10. The Applicant must intend to use the Dwelling Unit as his/her principal residence for a period of not less than the Binding Commitment period from the date the assistance is provided; and
  - 11. The Applicant must publicly disclose any conflicts of interest arising from immediate family ties to any employee of the ASHA, member of the Board of Commissioners and/or Executive Committee members.

**B. Ineligible Applicants; Participant Exclusion Criteria.**

- 1. Ownership, use, or acquisition of an additional residence that is decent, safe, and sanitary before or during occupancy of a Dwelling Unit shall disqualify an Applicant from the Program.
- 2. Parties to land contracts, contracts for deed, lease-purchase agreements, or any other form of constructive mortgage specifically are excluded from participation in the Program.



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3. Previous tenants who owe a debt to the ASHA or to any public or Indian Housing Authority will not be eligible for Program participation until the owed monies are paid in full as evidenced by appropriate documentation.
4. Previous tenants who have been deeded real estate through the Mutual Help or NAHASDA Lease Purchase Program
5. The ASHA, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that the Applicant and/or any adult household member(s):
  - a. Have been evicted from any public or Indian Housing Authority;
  - b. Have been determined to be guilty of program abuse or fraud in any federal housing assistance program;
  - c. Have previously abandoned, relinquished and/or damaged a unit owned by this or another Indian housing authority;
  - d. Owe a debt to the ASHA or other Tribal programs for past-due rent or damages to a program unit.
6. Current participants in any homeownership program of the ASHA or other Tribal housing programs (including but not limited to the mutual-help and lease-purchase programs) and previous recipients of Down Payment and Closing Cost Assistance are ineligible to participate in the Program.

C. Limitations. The following additional limitations apply to the Program:

1. Each household is to receive assistance equal to 3% of the mortgage loan with a maximum of \$15,000. Program assistance is for purposes of closing and down payment cost or refinancing.
2. If a Participant sells or conveys the home within the Useful Life and Binding Agreement period following the date the assistance is provided, the grant is voided, and the amount must be repaid according to the repayment schedule provided by ASHA;



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3. Program assistance will be transferred to the company handling the real estate closing. No money will be granted, loaned or transferred directly to Program Participants.

### SECTION 3

#### APPLICATION PROCEDURES

A. **Application Requirement.** The application is the basic record of each family applying for admission to the Program. Each Applicant is required to provide any and all information requested and to sign the application and related forms. The form of application set to this Policy is hereby adopted and incorporated by reference. All information and statements made by the Applicant are subject to verification. **Providing false statements renders the Applicant ineligible.** If an Applicant fails to provide a complete application, including any and all required supporting documentation, within thirty (30) days of the date of receipt of the initial application, the application shall be denied without further notice by the TDHE and the Applicant must re- apply for assistance.

B. **Application Procedure.**

1. Applications are accepted at the Absentee Shawnee Housing Authority office or through the online application located on the website. Each application shall reflect the date and time received and shall bear the initial of the employee who accepted the application. Copies of the front page may be handed to the Applicant as receipt of application upon request.
2. All adult applicants must sign an authorization for release of information, which is required for third party verification.
3. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence.
4. If during the application intake and screening process it is determined that the Applicant is ineligible for program participation, the Applicant will be informed of such determination and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of services will be documented for the file. A letter will be mailed to the Applicant within thirty (30) days of the date of denial. The notice shall specify the grounds for the denial of service and notify the Applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the TDHE.
5. All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the



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correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.

### **C. Verification and Documentation of Application Information.**

Information submitted by each Applicant shall be verified to ensure that the information is true and correct. Complete and accurate verification records will be maintained. Each Applicant shall provide the following documents to substantiate his or her Indian status, identity, income and other conditions of eligibility. At a minimum, each Applicant shall provide copies of:

1. The tribal membership card of the Head of Household, Spouse or Co-Applicant;
2. Social Security cards and birth certificates for all household members;
3. Pre-qualification letters confirming you are working with a lender.

### **D. Waiting List.**

1. Waiting lists shall be maintained for the Program. All eligible applicants shall be placed on the waiting list according to the selection process set forth in Section 4(A) of this Policy.

2. The waiting list shall be updated on a regular basis. Any Applicant wishing to be removed for the list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update his or her application in accordance with Section 3(E), below.

E. **Application Updates.** Applicants shall update their applications and support documents and maintain current contact information on file no less frequently than every six (6) months. This is the responsibility of the Applicant and not the ASHA. Applicants who have not updated their applications within **thirty (30) days** of notification of the duty to update will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date. Inactive applications and supporting documents will be discarded after three (3) years.

F. **Suspension of New Applications.** The ASHA reserves the right to close the waiting list and to suspend the intake of new applications when the need of selected participants exceeds available resources under the Program.

## **SECTION 4**

### **Selection of Participants**

A. **Preference.** The ASHA reserves the right to reconfigure the rank order when an Applicant's living environment presents an imminent health or safety risk. In all other cases and subject to the availability of funds, the ASHA shall allocate Program assistance to qualifying Applicant(s) on a first-come, first-serve basis.

B. **Notification of Selected Applicants.** The ASHA shall notify applicants who are selected for Program participation in writing. The notification shall include, at a minimum, the following information:

1. A statement that the Participant has been selected for participation in the Program;
2. A brief description of the Program and summary of the Participant's responsibilities;
3. If applicable, the time and place for training/counseling activities; and
4. Notification that the Participant has thirty (30) days in which to respond to the notice, either by accepting or rejecting the assistance offered. Failure to respond shall be regarded as a rejection of the offer.

C. **Refusal of Services; Failure to Respond.** If a Participant refuses or fails to respond to the offer of assistance under the Program, the Participant will be removed from the waiting list and must re-apply for services under the Program.

## SECTION 5

### Implementation

A. **Pre-homeownership Counseling.** The Participant must sign a counseling agreement that will require the Participant and any co-borrower to attend a series of one- on-one counseling sessions prior to the purchase of the Dwelling Unit. The counseling sessions may include credit establishment and rehabilitation, maintenance obligations, goal identification, and the mortgage loan process. The form of Agreement attached as Appendix "A" to this Policy is adopted and incorporated by reference.

B. **Mortgage Loan Qualification.** The Participant must qualify for a first mortgage loan administered by a local lending institution in the amount of the total purchase price of the Dwelling Unit within ninety (90) days of the date of the notice of selection provided by the TDHE pursuant to Section 4(B) of this Policy. The mortgage must have commercially reasonable terms, including a term of at least fifteen (15) years at a fixed, reasonable interest rate. The ASHA will not provide assistance in connection with any land contracts, contracts for deed, lease-purchase agreements, or any other form of constructive mortgage. The Participant must submit a Request for Loan Approval within the ninety (90) day period, unless the ASHA grants an extension in writing. The ASHA may extend this period of time in one or more increments, not to exceed an additional sixty (60) days, provided that the Participant is actively seeking a mortgage loan and remains qualified for Program participation in all respects. If the Participant fails to secure a suitable mortgage loan within the applicable time frame, the ASHA shall notify the Participant in writing that he/she is ineligible for continued participation and must re-apply for assistance under the Program.

C. **Refinancing.** The Participant is to only refinance a qualified mortgage, including a Section 184 Guaranteed Loan, so long as the Participant meets all program requirements. The refinancing of an existing mortgage for the purpose of changing the interest rate or term, or both, of a loan without advancing new funds on the loan, with the exception of allowable closing costs is acceptable for the program. The term of refinancing may not exceed thirty (30) years, Participant must have an acceptable payment history on the existing mortgage, the prequalification must include a maximum loan to value ratio, and the lender may not require a minimum principal amount to be outstanding on the loan secured by the existing mortgage.

D. **Request for Loan Approval.** Participant(s) shall turn in a Request for Loan Approval at least forty-five (45) days prior to the anticipated closing date for the real estate transaction. The Participant shall identify the Dwelling Unit to the ASHA and provide verification by the lender as to the Participant's qualification for the loan, the terms of the loan, and the purchase price and closing costs associated with the loan.

E. **Appraisal.** The Participant must obtain a certified appraisal of the Dwelling Unit at his/her own expense. The total value of the Dwelling Unit as determined by the appraisal shall not be less than the purchase price negotiated by the Participant. If the Dwelling Unit is owned by a member of the immediate family of the Participant or an immediate family member of any member of the Participant's household, two (2) appraisals shall be performed and the assistance must be approved in advance by the Board of Commissioners. For purposes of this Policy, an immediate family member includes a parent, child, step-parent, spouse, son-in-law, daughter-in-law, step-child, uncle, aunt, sibling, and/or grandparent.

F. **Inspection.** The Dwelling Unit and grounds must be inspected by a qualified licensed inspector in order to verify that the unit meets the definition of a standard home and complies with all applicable building and occupancy codes. This inspection will be at the Participants own expense. Depending upon the age of the Dwelling Unit, a lead-based paint inspection may also be required. If for any reason the inspection report notates any deficiency the Participant must notify the seller within a 30-day period; however the ASHA may extend the period on a case-by-case basis. If the thirty (30) day period and any approved extensions have elapsed or the unit has failed following two (2) re-inspections, the Participant must select another Dwelling Unit to be eligible for Program participation. A Participant refinancing will not be required to do a home inspection for the program.

G. **Closing of Real Estate Loan.** The lender and/or closing company will provide standard real estate forms, will set closing dates and times and will ensure that all paperwork is complete prior to closing. **It is the responsibility of the Participant to notify the ASHA of the closing date at least ten (10) business days prior to the closing.**

H. **Restriction against Alienation.** The ASHA will file a lien reflecting the amount of the assistance in the land records office of the County where the real property is located. The lien will be released after a period determined by the Useful Life & Binding Commitment Policy for Non-IHBG Programs, which is based on the amount of assistance received. The lien shall be subject to earlier release in accordance with the Useful Life & Binding Commitment Policy for Non-IHBG Programs of thh ASHA, which hereby is adopted and incorporated by reference.

## SECTION 6

### ASSISTANCE CALCULATION AND PAYMENT

A. **Subsidy Calculation.** Each household is limited to a maximum of \$15,000 in Program assistance.

B. **Issuance of Assistance.** After issuance of a loan commitment to the Participant, a check in the amount of the eligible down payment assistance

will be sent to the lender or closing agent through certified mail and/or hand-delivery. The check shall be made payable to the closing agent. No moneys will be granted, loaned or transferred directly to Program Participant(s).

## SECTION 7

### RULES AND CONDITION OF CONTINUED PARTICIPATION

A. **Principal Residency Requirement.** The Participant(s) must take possession of the Dwelling Unit within thirty (30) days of the closing date and continue to occupy the Dwelling Unit as their principal place of residence for no less than the Binding Commitment Agreement Period. Participant(s) shall not sell, sub-lease or convey the Dwelling Unit during the Binding Commitment Agreement Period. A Dwelling Unit which has been unoccupied for a period of **thirty (30) days** or more may be determined to be abandoned and a violation of this Policy.

B. **Counseling/Continuing Education.** Participants may be required to participate in ongoing educational programs regarding maintenance obligations, financial responsibility and other aspects of Program participation or preparation for homeownership. Attendance is mandatory for all counseling sessions scheduled by the ASHA and participation in such programs is a condition of continued participation in the Program.

## SECTION 9

### TERMINATION OF PROGRAM PARTICIPATION

A. **Grounds.** Participant(s) may be subject to termination of Program participation for reasons including, but not limited to, the following:

1. The acquisition or occupancy of another home or failure to continue to use the Dwelling Unit as the family's principal residence;
2. Misrepresentation of any material fact(s), regardless of whether the Participant is or is not eligible to participate at the time the misrepresentation is discovered;
3. More than three (3) unexcused absences from scheduled appointments with ASHA staff for inspections, counseling, or any other purpose;
4. Failure to supply any requested certification, release, information, or documentation as the ASHA determines to be necessary;
5. Selling, sub-leasing, conveying or abandoning the Dwelling Unit;

6. Other material violation of any term or provision of this Policy or other tribal and state regulation.

B. **Procedure.** In the event of non-compliance with any of the provisions set forth in this Policy, the ASHA may terminate the Participant's participation in the Program, according to the following procedure:

1. The ASHA shall send a letter stating that the household is not in compliance with a specific provision of the Policy, describing the satisfactory means of resolving the violation, if any, and providing that such violation must be cured within thirty (30) calendar days of the date of the notice.
2. If the Participant(s) does not cure the violation within the timeframe specified, the ASHA shall issue a notice to terminate his/her participation in the Program. The notice shall advise the Participant of his/her right to appeal the decision to terminate services pursuant to the Grievance Policy of the ASHA.
3. Participant(s) whose conduct constitutes fraud or presents an imminent threat to the continuation of the Program or the health, safety and/or welfare of others shall not be entitled to the thirty (30) day notice period and opportunity to cure set forth in this Section.

C. **Additional Remedies of the ASHA.** In addition to terminating the Participant's participation in the Program as outlined above, the ASHA may pursue any and all legal remedies to collect such amounts as are determined by the ASHA to be due and owed by the Participant. The District Court of the County where the Dwelling Unit is located, the District Court of the Absentee Shawnee Tribe of Oklahoma ("Tribal Court") and/or such other tribal court as may hereinafter be established by the Absentee Shawnee Tribe of Oklahoma shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy. The Participant irrevocably consents to the jurisdiction of the above-referenced courts as a condition of participation in the Program.

D. **Additional Payments Due to the ASHA.** Additional charges to the Participant may include, but are not limited to:

1. Attorney's fees and court costs; and/or
2. Other charges specified under any applicable tribal, state, or federal law or regulation.

E. **Enforcement Subsequent to Court Action.** The following provisions apply to the collection of any court-ordered payments due to the ASHA:

1. Repayment of delinquent amounts subsequent to a court order shall

- be in full.
2. The ASHA may collect judgment debts from previous or current Participant(s) by:
    - a. Garnishing wages; and/or
    - b. Placing liens on property.
  3. Should written arrangements be made and the provisions thereof breached, the account may be referred to an attorney without further notice or action on the part of the ASHA.

## **SECTION 10**

### **MISCELLANEOUS PROVISIONS**

A. **Confidentiality.** All information obtained by the ASHA in order to establish suitability for Program participation shall be kept strictly confidential. Permissible disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Tribe or its funding agencies.

B. **Recordings Disclaimer.** The ASHA reserves the right to record any or all meetings, phone calls, and any conversations between applicants, residents, and household members for various legitimate purposes, including but not limited to documentation, record keeping, training and educational purposes and possibly for legal purposes, if admissible. Any recordings will be kept and stored according to the ASHA Privacy Policy, and all other regulatory policies.

C. **Limitation of Liability; Indemnification.** The ASHA and/or the Tribe shall not be liable to the Participant for any damages arising from participation in or implementation of the Program. Further, the Participant(s) agree to hold the ASHA and the Tribe harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature -- known or unknown -- affecting the Dwelling Unit.

D. **Appeals.** Participants may appeal a denial of service or any other qualifying decision or action relating to implementation of this Policy pursuant to the Grievance Policy and Procedure of the ASHA.

**APPENDIX "A"**

**HOMEOWNERSHIP COUNSELING AGREEMENT**

This Agreement certifies that \_\_\_\_\_ and the Absentee Shawnee Housing Authority ("ASHA") pledge cooperation in the process of attaining housing goals as determined by the Participant with the assistance of the counselor.

The Participant recognizes the need for counseling and pledges full cooperation with the counselor. The Participant will provide to the counselor any and all information that is required relating to pre-qualification for a mortgage loan or other housing-related goal. The Participant recognizes that it may become necessary to obtain information from outside sources, including but not limited to credit reports, employment and household verifications and other financial information. The Participant therefore authorizes the counselor to obtain additional information from outside sources when necessary to fulfill the obligations of this Agreement. The Participant acknowledges that participation in this counseling program does not guarantee loan approval or receipt of a mortgage assistance subsidy from the ASHA.

The Participant also agrees to participate in a pre-homeownership counseling program as prescribed by the ASHA. The program will require the Participant to attend one-on-one and/or group counseling sessions as recommended or required by the Housing Authority. Failure to complete this program will result in the Participant becoming ineligible to receive assistance under the Mortgage Assistance Program.

\_\_\_\_\_  
Applicant/Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant/Co-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
ASHA Representative

\_\_\_\_\_  
Date