

TITLE VIII

UNIFORM REAL PROPERTY CODE

CHAPTER 8.1

PURPOSE, AUTHORITY, APPLICATION AND SEVERABILITY

- 8.101 TITLE. This Title shall be known as the Uniform Real Property Code of the Saginaw Chippewa Indian Tribe of Michigan.
- 8.102 PURPOSE. The general purpose of this Title is to set forth rules and create uniformity in the acquisition, consolidation and appropriate use of Reservations Land, to protect the social and economic stability of the Reservations; to assure the orderly development of tribal lands; to minimize or prevent the damage to lands and the environment; and to otherwise promote the public health, safety, moral and general welfare of the Tribe.
- 8.103 AUTHORITY. The authority for this Title is found in Article VI Section 1 (c), (e), (f) and (i) of the Tribal Constitution and By-Laws.
- 8.104 APPLICATION. This Title shall apply to all real estate within the jurisdiction of the Saginaw Chippewa Indian Tribe of Michigan.
- 8.105 SEVERABILITY. Should any section or provision of this Title be declared by the Courts to be unconstitutional or otherwise invalid, such designation shall not effect the validity of the Title as a whole or invalid.

CHAPTER 8.2

TRIBAL LAND CONSOLIDATION PLANS

- 8.201 TERRITORIAL JURISDICTION OF THE SAGINAW CHIPPEWA INDIAN TRIBE. The territorial jurisdiction of the Saginaw Chippewa Tribe shall extend to:
- A. ISABELLA RESERVATION. The territorial jurisdiction of the Saginaw Chippewa Indian Tribe shall extend to all trust and restricted lands within the boundaries established by the Treaty of October 18, 1864 and subsequent agreements and federal acts.
 - B. SAGANING RESERVATION. The territorial jurisdiction shall extend to all trust and restricted lands within the Arenac County as established in Section 5 of the Indian Reorganization Act, for the purchase of property for landless Indians.
 - C. DEPENDENT INDIAN COMMUNITIES. The territorial jurisdiction of

the Saginaw Chippewa Indian Tribe of Michigan shall extend to all trust and restricted lands within any area considered dependent Indian Community of the Saginaw Chippewa Indian Tribe.

8.202 DEFINITIONS. For purposes of this chapter:

- A. "Land Acquisition" means purchase of real estate at no less than the fair market value or escheat of real estate, pursuant to 25 USC 2304.
- B. "Land Consolidation" means the elimination of individual fractional shares of Indian Trust or restricted lands in order to consolidate tribal landholdings.
- C. "Real Property" means land and generally whatever is erected or growing upon or affixed to land.
- D. "Restricted Lands" means lands, title to which is held by an Indian and an Indian Tribe subject to restrictions by the United States against alienation.
- E. "Trust Lands" means lands, title which is held by the United States in trust for an Indian or an Indian Tribe, which is subject to a restriction by the United States against alienation.
- F. "Tribe" means the Saginaw Chippewa Indian Tribe of Michigan.
- G. "Secretary" means the Secretary of Interior.

8.203 PURPOSE OF LAND CONSOLIDATION PLANS. The primary purpose of a Tribal land consolidation plan is to facilitate consolidation of Tribal land holdings and to reduce the number of small individual fractionated interests in Indian Trust or restricted fee lands by allowing for exchanges and/or sales of such lands to the Tribe and/or individuals in order to consolidate titles.

8.204 ADOPTION OF LAND CONSOLIDATION PLANS. Notwithstanding any provision of law to the contrary, The Saginaw Chippewa Tribal Council may from time to time adopt land, use plans providing for the sale and/or exchange of any Tribal Lands or interest in such lands for the stated purpose set out in Section 3.203 of this Title.

8.205 PROCEDURAL REQUIREMENTS FOR THE ADOPTION AND IMPLEMENTATION OF TRIBAL LAND CONSOLIDATION PLANS.

- A. Each plan must be adopted pursuant to a resolution approved by the Tribal Council in accordance with the Tribal Constitution as amended November 4, 1986.

- B. Upon Tribal approval and certification of a resolution for the Land Consolidation Plan, such resolution shall be submitted to the Secretary of Interior.
- C. Such a Plan shall set out how such an exchange or sale will be in the best interest of the Tribe and what will be achieved thereby.
- D. Such Plan shall provide:
 - (1) A complete legal description of the property;
 - (2) That the sale or exchange value received by the Tribe for land or interests in land shall not be less than 10% of the fair market value as may be determined by a Bureau of Indian Affairs real estate appraisal;
 - (3) That if the Tribal land involved in an exchange is of greater or lesser value than the land for which it is being exchanged, the Tribe may accept for give cash in such exchange in order to equalize the values of the property exchanged;
 - (4) All proceeds from the sale of land or interests or exchange thereof, shall be used exclusively for the purchase of other land or interests in land, such account shall be entitled the Land Consolidation Fund Account;
 - (5) The Tribe shall retain the mineral rights to such sold or exchanged lands; and
 - (6) A Title Examination of the land to be consolidated.
- E. All such exchanges or sales shall be executed by such instruments of conveyance as required to effectuate such a sale or exchange.

CHAPTER 8.3
TRIBAL LAND ACQUISITION PLANS

- 8.301 PURPOSE AND SCOPE. The Saginaw Chippewa Tribal Council shall have the authority to adopt a land acquisition plan for the stated purpose of allowing the Tribe to purchase interests in parcels of trust allotted or restricted lands.
- 8.302 POLICY AND AUTHORITY. Any land acquisition plan adopted shall provide that the purchase price thereon shall be at no less than the fair market value of the part of the real estate pursuant to the authority provided under 25 USC 2204.

8.303 ADOPTION OF LAND ACQUISITION PLANS. The Saginaw Chippewa Tribal Council may purchase at no less than the fair market value as determined by a Bureau of Indian Affairs Real Estate Appraisal a part of or all of the interests in any tract of trust or restricted fee land within the Tribes territorial jurisdiction as set out in Section 8.201 of this Title, with the consent of at least 50% of the owners of such interests.

8.304 PROCEDURAL REQUIREMENTS FOR THE ADOPTION AND IMPLEMENTATION OF TRIBAL LAND ACQUISITION PLANS.

- A. Each plan must be adopted pursuant to a resolution approved by the Tribal Council in accordance with the Amended Tribal Constitution.
- B. Upon Tribal approval and certification of a resolution for a land acquisition plan, such resolution shall be submitted to the Secretary of Interior for approval pursuant to 25 USC 2204.
- C. Such a plan shall set out how such land acquisition shall be in the best interests of the Tribe and what will be achieved thereby.
- D. Such plan shall provide:
 - (1) A complete legal description of the property to be acquired;
 - (2) Whether the property to be purchased is trust, restricted fee or fee lands;
 - (3) A request for a Bureau of Indian Affairs appraised to determine the fair market value of the property to be acquired;
 - (4) An agreement signed by the owners of such interest agreeing to the purchase;
 - (5) If an agreement cannot be obtained for purchase at the fair market value from all of the owners, then an agreement may be drafted to purchase all the interest in such tract with the consent of the owners of over 50% of the individual interests in such tract, such an agreement shall include among it clauses:
 - (a) That any Indian owning an individual interest, and in actual use and possession of such tract for at least three years immediately proceeding Tribal initiatives, shall have the right to purchase such tract by matching the Tribe's offer; and

(b) If, at any time within five years following the date of the acquisition of such land by an individual pursuant to Section 8.302 D (5) (a), such property is offered for sale or a petition is filed with the Secretary of Interior for removal of the property for its Trust or restricted fee status, the Tribe shall have 180 days from the date it is notified of such offer or petition to acquire such property by paying to the owner the fair market value as determined by the Secretary of Interior.

(6) A title examination of the land to be acquired.

E. All acquisition purchases shall be executed by such instruments of conveyance as required to effectuate such a sale.

CHAPTER 8.4

PROCEEDINGS TO RECOVER THE POSSESSION OF LAND LEASED PURSUANT TO 25 USC 415 AND REVISED TRIBAL ORDINANCE NO. 2 [ADDED BY AMENDMENT MARCH 1, 1988]

8.401 RECOVERY OF POSSESSION OF LEASED TRUST LAND.

The Tribe may bring a civil action in the Community Court to recover the possession of any Tribally owned land leased pursuant to 25 USC 415 and Revised Tribal Ordinance No. 2. So long as a lease is subject to a valid outstanding Leasehold Mortgage, pursuant to chapter 8.5 of this title, no such action may be brought for any reason without the written consent of the holder of the mortgage.

8.402 GROUNDS FOR RECOVERY OF POSSESSION.

The Tribe may recover possession of any leased premise in any of the following cases:

- A. The property is not used within one year after signing of the lease, or if, pursuant to Section 6 of Revised Tribal Ordinance No. 2, the Tribal Council has determined that the lease has been abandoned by the Lessee.
- B. The lessee is found not to be eligible pursuant to Section 3 of Revised Tribal Ordinance No. 2.
- C. The lessee fails to follow the prescribed provisions of Section 5 of Revised Tribal Ordinance No. 2.

- D. Lessee is in default of a mortgage
- E. Lessee willfully or negligently causes a serious and continuous health hazard to exist on the premises, or causes extensive and continuous physical injury to the premises, which was discovered by the Tribe not earlier than 90 days before institution of proceedings under this chapter and when lessee neglects or refuses for 15 days after service of demand for possession substantially restore or repair the premises.
- F. Lessee has otherwise breached the written lease.
- G. The property is condemned by the Tribe.

8.403. NOTICE OF DEFAULT

In the event that it is determined that lessee is in default for any of the grounds set out in Section 8.702, the injured party or the Tribe shall send a notice of default (retaining a copy for court purposes) in writing, addressed to the lessee. Said notice shall set forth the reasons for the default, and provide a time limit for curing of the default. The notice of default shall also set forth the remedies that exist if the default is not cured. Such notice shall be sent via mail return receipt requested or shall be served by a Tribal police officer.

8.404. DEMAND FOR POSSESSION OR CURE.

In the event that lessee fails to cure or give up possession voluntarily after the requisite period set out in the notice of default, the Tribe via the Tribal Chief or his appointed delegate shall cause a notice for demand of possession (retaining a copy for court purposes) to be served upon the lessee by delivering it personally to lessee, or by sending it by mail return receipt requested, or by having it served by a Tribal police officer. If the notice for demand of possession is sent by mail the date of delivery shall be on the date the lessee signed the return receipt. Said notice for demand of possession shall provide that lessee has 15 days to cure the default, and shall set forth the methods to allow such cures.

8.405. COURT PROCEDURE.

The applicable General Court Procedures are set out in the Title III of the Tribal Code.

8.406. COMPLAINT FOR RECOVERY OF POSSESSION.

If the lessee fails to cure pursuant to 8.404 the Tribal Chief or his appointed delegate shall prepare a complaint setting forth:

- A. The lessee as the defendant;

- B. That attached to the complaint as exhibits are:
 - (1) a copy of the lease;
 - (2) a copy of the mortgage if applicable;
 - (3) a copy of the notice of default;
 - (4) a copy of the notice for demand of possession and the matter in which it was served;
 - (5) other pertinent data as exhibits.
- C. That the owner of the leased premises is the Saginaw Chippewa Indian Tribe of Michigan.
- D. That defendant (lessee) is in possession of the premises.
- E. The ground upon which the plaintiff (Tribe) has the right to possession.
- F. That defendant (lessee) has not complied with demands made.
- G. That plaintiff asks for judgment of possession and costs and asks the court for a writ of restitution for the premises.
- H. If applicable plaintiff (Tribe) must set forth that a judgment for money damages is also sought against defendant (lessee) by stating the amount owed prior to the date of the complaint and the rental value per day after the complaint is executed.
- I. Said complaint must be signed and dated with a declaration that plaintiff is signing the complaint to the best of his/her knowledge, information and belief that there is good ground to support the contents of the complaint.

8.407

SUMMONS.

- A. Upon receipt of the complaint the court shall issue a summons, which shall be served upon the defendant (lessee) by a Tribal police officer or person authorized to serve process of the Court. The summons shall command the defendant (lessee) to appear for trial in accordance with the provisions of Subsection B of this Section.
- B. That trial shall be held within 15 days from the date of the complaint and that the summons shall be served more than 10 days nor less than 3 days before the date set for the trial.

- C. If the summons is not served pursuant to Subsection B of this Section, the court must issue a new summons following the same time segments set out in Subsection B of this Section.

8.408. TRIAL.

The general rules of evidence for civil trials set forth in Title V of the Tribal Code.

8.409 JUDGMENT FOR POSSESSION, ENTRY, ENFORCEMENT BY WRIT OF RESTITUTION: DETERMINATION OF AMOUNT PAYABLE TO PRECLUDE ISSUANCE OF WRIT: COSTS.

If the judge finds that the plaintiff is entitled to possession of the premises, judgment may be entered in accordance with the finding and may be enforced by a writ of restitution as provided in Chapter 8.410. If it is found that the plaintiff is entitled to possession of the premises, in consequence of the nonpayment of any money due under a mortgage the judge making the finding shall determine the amount due or in arrears at the time of trial which amount shall be stated in the judgment for possession. In determining the amount due the judge shall deduct any portion which the judge finds to be excused by the plaintiff's breach of the lease. The statement in the judgment for possession shall be only for the purpose of prescribing the amount which, together with taxed costs, shall be paid to preclude issuance of the writ of restitution. The judgment may include an award of costs, enforceable in the same manner as other civil judgments for money in the same court.

8.410 ISSUANCE OF WRIT OF RESTITUTION, CONDITIONS.

- A. Subject to the time restrictions of this section, the court entering a judgment for possession shall issue a writ commanding the Tribal police or any other officer authorized to serve the process, to cause the plaintiff to be restored and put in full possession of the premises.
- B. On conditions determined by the Court, the writ of restitution may be issued forthwith upon the entry of judgment for possession when any of the following is pleaded and proved, with notice, to the satisfaction of the Court:
 - (1) The defendant came into possession by trespass without color of title or other possessory interest.
 - (2) The lessee, willfully or negligently, is causing a serious and continuing health hazard to exist on the premises or is causing extensive and continuing injury to the premises and is neglecting or refusing either to deliver up possession after demand or to substantially restore or repair premises.

- C. When the judgment for possession is based upon the breach of a contract for the purchase of a home and related improvements on the premises, the writ of restitution shall not be issued until the expiration of 45 days after the entry of judgment for possession if less than 50% of the purchase price has been paid or until the expiration of 90 days after the entry of judgment for possession if 50% or more of the purchase price has been paid. This provision shall not apply to writs of restitution issued as part of a judgment of foreclosure issued pursuant to section 8.810 of this title.
- D. Except as provided in paragraph C of this section, the writ of restitution shall not be issued until the expiration of 10 days after the entry of the judgment for possession.
- E. If an appeal is taken or a motion for new trial is filed before the expiration of the period during which the writ of restitution shall not be issued and if a bond to stay proceedings is filed, the period during which the writ shall not be issued shall be tolled until the disposition of the appeal or motion for new trial is final.
- F. When the judgment for possession is for nonpayment of money due or for nonpayment of moneys required to be paid under or any material breach of a contract for the purchase of a home, other than the default of a mortgage, the writ of restitution shall not issue if, within the time provided, the amount as stated in the judgment, together with the taxed costs, is paid to the plaintiff and other material breaches for purchase of the name are cured.

8.411. FILING FEE.

When the complaint is filed for recovery of possession, the fee for filing a proceeding under this Chapter shall be \$15.00 per complaint.

8.412. COSTS.

- A. In proceedings under this chapter, costs may be allowed by the court and taxable to defendant as follows:
 - (1) For a motion that results in a judgment, \$20.00.
 - (2) For a judgment taken by default, \$30.00.
 - (3) For a judgment upon trial, \$50.00.
- B. In determining taxable costs, the court may increase the costs to \$60.00 for default and \$100.00 for trial if a jury trial is held.

CHAPTER 8.5

MORTGAGES AND MORTGAGE FORECLOSURE

8.501. PURPOSE AND AUTHORITY.

The purpose of the sections in Chapter 8.5 is to permit the members of the Saginaw Chippewa Indian Tribe to avail themselves of leasehold and manufactured home mortgage financing for the construction, purchase, and/or improvement of residential housing on Trust Land. This ordinance is adopted by the Saginaw Chippewa Tribal Council pursuant to Article VI, Sections 1, 2 and 3, including paragraphs (j) and (o) of Section 1. This Ordinance prescribes the procedures under which leasehold mortgages on Tribal Trust Land may be approved, recorded, enforced, and foreclosed.

8.502. DEFINITIONS.

A. The following are definitions for Chapter 8.5:

1. Affidavit of Title. "Affidavit of Title" shall mean an affidavit in the form prescribed in section 8.510(C)(2) of this Ordinance.
2. Community Court. "Community Court" shall mean the Court of the Saginaw Chippewa Indian Tribe of Michigan.
3. Foreign Jurisdiction Title Document. "Foreign Jurisdiction Title Document" means an original, or state-issued replacement, instrument constituting *prima facie* proof of ownership of a Manufactured Home under the laws of one of the fifty states of the United States of America. A duly issued manufacturer's certificate of origin or certificate of title to a Manufactured Home is a form of a Foreign Jurisdiction Title Document.
4. Indian Land. "Indian Land" shall have the same meaning as set forth at 25 CFR § 150.2(h), but shall be limited to real property held in trust by the United States Government on behalf of the Tribe.
5. Land Titles and Records Offices. "Land Titles and Records Offices" means those offices within the Bureau of Indian Affairs charged with the Federal responsibility to record, provide custody, and maintain records that affect titles to Indian Land, to examine titles, and to provide title status reports for such land, all as provided in 25 CFR Part 150, as it may from time to time be amended.
6. Lease. "Lease" shall mean the lease of Trust Land.

7. Leasehold Mortgage. "Leasehold Mortgage" shall mean the mortgage of a Lease, given to secure a loan for the construction, purchase, or improvement of residential housing on Trust Land.
8. Leasehold Mortgage Foreclosure Proceeding. "Leasehold Mortgage Foreclosure Proceeding" shall mean a proceeding in the Tribal Court of the Saginaw Chippewa Indian Tribe that:
 - (a) forecloses the interest of a Mortgagor, and all persons or entities claiming title to a Lease through the Mortgagor, in a Lease which has been the subject of a Leasehold Mortgage, and
 - (b) assigns the Lease to the Mortgagee or the Mortgagee's assignee.
9. Lender. "Lender" means the person who extends credit secured by a Mortgage and/or a security interest in a Manufactured Home.
10. Lessee. "Lessee" shall mean a person who has leased land from the Tribe or the Tribal Housing Authority under Revised Ordinance No. 2, as amended, and the heir(s), successor(s), executor(s), administrator(s), or assign(s) of the Lessee.
11. Lessor. "Lessor" shall mean the Tribe or the Tribal Housing Authority.
12. Manufactured Home. "Manufactured Home" means a structure manufactured in compliance with the federal Mobile Home Construction and Safety Standards Act of 1974 [42 U.S.C. § 5402(b)] and the regulations thereunder [24 CFR § 3280.2(a)(16)], as that statute and that regulation may from time to time be amended.
13. Manufactured Home Land. "Manufactured Home Land" means the real property, which is held in trust by the United States Government on behalf of the Tribe and on which a Manufactured Home is, or is to be, affixed to a permanent foundation in accordance with guidelines for such affixation as issued by the United States Department of Housing and Urban Development for use in its Section 184 Indian Loan Guarantee Program, as the same may be amended from time to time.
14. Manufacturer's Certificate of Origin. "Manufacturer's Certificate of Origin" means an instrument issued by the manufacturer of a Manufactured Home which recites the make, model, model year,

dimensions, and identifying number of the Home, and which may be used to document transfer of ownership of the Home.

15. Memorandum of Understanding. "Memorandum of Understanding " means that certain agreement between Fannie Mae and the Saginaw Chippewa Indian Tribe of Michigan governing the rights and responsibilities of the parties in connection with the mortgage financing of Manufactured Home Land and leasehold interests, and the minimum legal requirements established by the Saginaw Chippewa Indian Tribe of Michigan in connection with the conveyancing of interests in Manufactured Home Land and Leasehold interests, including foreclosure, eviction and resale.
16. Mortgage. "Mortgage" means an instrument legally sufficient to create a security interest in Manufactured Home Land or a Lease on such land.
17. Mortgagee. "Mortgagee" shall mean the mortgagee under a Leasehold Mortgage or the successor(s) in interest of the mortgagee.
18. Mortgagor. "Mortgagor" shall mean the person who has executed a Leasehold Mortgage, and the heir(s), successor(s), executor(s), personal representative(s) administrator(s), or assign(s) of the Mortgagor.
19. Recording Clerk. "Recording Clerk" shall mean the employee of the Tribal Housing Authority who is delegated responsibility and authority by the Director of the Authority for maintaining records of leases, leasehold mortgages and such other documents as the Tribal Council may designate by resolution or ordinance.
20. Relocation. "Relocation" means the act of physically removing a Manufactured Home from the permanent foundation to which it is affixed, moving the Manufactured Home to a new location, and re-affixing the Manufactured Home to a new permanent foundation in accordance with guidelines for such affixation as issued by the United States Department of Housing and Urban Development for use in its Section 184 Indian Loan Guarantee Program, as the same may be amended from time to time.
21. Subordinate Lienholder. "Subordinate Lienholder" shall mean the holder of any lien, including the lien of a subsequent mortgage, perfected subsequent to the recording of a Leasehold Mortgage.
22. Titled Manufactured Home. "Titled Manufactured Home" means a Manufactured Home title to which has been established under this Ordinance.

23. Tribal Council. “Tribal Council” shall mean the Saginaw Chippewa Indian tribal Council, elected and acting under the Constitution and Bylaws of the Saginaw Chippewa Indian Tribe of Michigan.
24. Tribal Housing Authority. “Tribal Housing Authority” means the entity created by Tribal Ordinance No. 10, as amended.
25. Tribal Lands. “Tribal Lands” means all real property within in the territory or jurisdiction of the Saginaw Chippewa Indian Tribe of Michigan, whether trust land or fee land, including any interests, benefits and rights inherent in the ownership of real property.
26. Tribal Trust Land. “Tribal Trust Land” means any land held in trust for the Tribe by the United States of America.
27. Tribe. “Tribe” means the Saginaw Chippewa Indian Tribe of Michigan.
28. Writ of Restitution. “Writ of Restitution” shall mean an order of the Community Court which:
 - (a) restores the Lessor or a Mortgagor to possession of real property that has been the subject of a Lease, and
 - (b) evicts a Lessee or other occupant from such property.

8.503. LEASEHOLD MORTGAGES.

Any Tribal Trust Land leased pursuant to 25 U.S.C. section 415 and Revised Tribal Ordinance No. 2 may be subjected to a Leasehold Mortgage. A Leasehold Mortgage may include, in addition to the lease, any improvements placed upon the leased premises.

8.504. PRIORITY.

A Leasehold Mortgage recorded in accordance with the recording procedures of Section 8.505 of this chapter shall have priority over any lien not perfected at the time of such recording and over any subsequent lien or claim.

8.505. RECORDING.

- A. Location of Records. The Director of the Housing Authority shall establish a system for recording Leases, Leasehold Mortgages and such other documents as the Tribal Council may designate by resolution or ordinance. In order to implement this recording system, the Director of the Tribal Housing Authority shall appoint a Recording Clerk who shall report directly to the

Director.

B. Recording Identification Provided by Recording Clerk. The Recording Clerk shall endorse upon any Leasehold Mortgage or other document received for recording:

- (1) the date and time of receipt of the Leasehold Mortgage or other document;
- (2) the filing number, as assigned by the Recording Clerk, which shall be a unique number for each Leasehold Mortgage or other document received; and
- (3) the name of the Recording Clerk who received the document for recording.

C. Recording Identification Provided by Recording Clerk. The Recording Clerk shall endorse upon any Leasehold Mortgage or other document received for recording:

- (1) the date and time of receipt of the Leasehold Mortgage or other document;
- (2) the filing number, as assigned by the Recording Clerk, which shall be a unique number for each Leasehold Mortgage or other document received; and
- (3) the name of the Recording Clerk who received the document for recording.

D. Certification of Record by Recording Clerk. Upon completion of the endorsements specified in section 8.705B of this chapter, the Recording Clerk shall make a true and correct copy of the Leasehold Mortgage or other document and shall certify the copy as follows:

Saginaw Chippewa Indian Tribe)
of Michigan) ss:
State of Michigan)

I certify that this is a true and correct copy of a document received for recording on this date. Given under my hand and seal this _____ day of _____, 2 ____.

(SEAL)

(signature)

(title)

- E. Copy of Recorded Document. The Recording Clerk shall maintain a copy of each document recorded under this chapter in the records of the recording system, and shall return the original of each recorded document to the person or entity that presented it for recording.
- F. Log of Recorded Documents. The Recording Clerk shall maintain a log of each document recorded under this chapter, in which log shall be entered --
- (1) the name(s) of the Mortgagor(s) for each Leasehold Mortgage, identified as such;
 - (2) the name(s) of the Mortgagee(s) of each Leasehold Mortgage, identified as such;
 - (3) the name(s) of the grantor(s), grantee(s), or other designation of each party named in any other documents recorded under this ordinance;
 - (4) the date and time of the receipt by the Recording Clerk of each document recorded under this ordinance;
 - (5) the filing number assigned by the Recording Clerk to each document recorded under this ordinance; and
 - (6) the name of the Recording Clerk receiving each document recorded under this ordinance.
- G. Public Inspection of Records. The certified copies of documents recorded under this ordinance, and the Log of Recorded Documents, shall be available for public inspection and copying.

8.506. LEASEHOLD MORTGAGE FORECLOSURE PROCEEDINGS.

- A. Upon default by a Mortgagor under a Leasehold Mortgage, a Mortgagee may commence a Leasehold Mortgage Foreclosure Proceeding in the Community Court by filing the following documents with the Clerk of Court:
- (1) A verified complaint which:
 - (a) name(s) of the Mortgagor(s) and each Subordinate Lienholder

as defendants;

- (b) describes the property which is subject to the Leasehold Mortgage;
- (c) states the facts concerning the execution of the Lease and the Leasehold Mortgage which is the subject of the foreclosure proceeding, and concerning the default(s) by the Mortgagor(s);
- (d) attaches as exhibits true and correct copies of the Lease, the Leasehold Mortgage, any promissory note given by the Mortgagor to the Mortgagee, together with any assignments of the foregoing documents; and
- (e) contains a statement that all relevant requirements and conditions prescribed in federal law and implementing regulations, and all provisions in the Lease, have been complied with by the Mortgagee(s) prior to the commencement of the foreclosure proceedings.

2. A summons, issued as in other cases before the Community Court, requiring the Mortgagor(s) and each other named defendant to responsively plead to the complaint on a date and time specified in the summons, in accordance with the rules of the Community Court.

- B. The general rules of civil procedure and rules of evidence of the Community Court shall govern the service of process and the conduct of proceedings in any foreclosure proceedings brought under this ordinance.
- C. The Tribe shall be given notice of the commencement of any foreclosure proceeding brought under this chapter by mailing a copy of the summons and complaint to Saginaw Housing, Attention Loan Officer.

8.507. FORECLOSURES OF SECTION 184 LOANS.

The following standards and procedures shall apply to all foreclosure actions relating loans guaranteed by the United States Department of Housing and Urban Development (HUD) pursuant to Section 184 of the Housing and Community Development Act of 1992 (“Section 184 Loans”):

- A. Priority of Tribal Leasehold Taxes. Notwithstanding the provisions of section 8.804, all debts to the Tribe for taxes assessed against a leasehold by the Tribe shall be satisfied prior to all other debts or obligations owed by the recipient of a Section 184 Loan to other parties, private or public, regardless of whether

such other debts or obligations are secured or perfected and regardless of any state or local laws establishing priorities for the rights and interests of creditors

- B. All Other Debts. The obligations of a recipient of a Section 184 Loan to the lender shall be given priority over all other debts of such recipient to the extent not inconsistent with federal law; provided that lender records the Leasehold Mortgage in the manner described in section 8.805 of this chapter.

8.508. _____ JUDGMENTS OF FORECLOSURE.

- A. Contents of Judgment. If, in a foreclosure proceeding, the Community Court finds that a Mortgagor has defaulted under the terms of a Leasehold Mortgage, the Court shall enter judgment (subject to the right of redemption established pursuant to paragraph B of this section):
- (1) foreclosing the interest of the Mortgagor, and each other defendant named in the complaint upon whom proper and timely service has been made, in the Lease;
 - (2) assigning the Lease to the Mortgagee or the Mortgagee's assignee subject to the provisions of Section 5 of Revised Ordinance No. 2; and
 - (3) issuing a Writ of Restitution to the leased premises; and
 - (4) granting any other or further relief allowed in law or equity.
- B. Right of Redemption. In the judgment of foreclosure the court shall fix a period for redemption of not to exceed 90 days. During the specified period Mortgagor may redeem the Leasehold Mortgage by paying Mortgagee all amounts then due and owing on the Leasehold Mortgage plus any penalties, interest and late fees required by said mortgage and other loan documents, and the reasonable foreclosure expenses of the Mortgagee, all as determined by the court. The Mortgagor shall notify the Court, including evidence of such payment, and shall serve copies of the notice of redemption and all supporting documentation on the Mortgagee. Unless the Mortgagee files and serves a motion objecting to redemption within 5 days of service of the notice of redemption, the court shall issue an amended judgment confirming the redemption. If the Mortgagor fails to redeem as provided in this section, the court shall, promptly after the expiration of the redemption period specified in the judgment of foreclosure, issue an order confirming said judgment. Issuance of the order confirming the judgment of foreclosure shall foreclose any equitable right of redemption that the Mortgagor might have or claim to the leased land or improvements thereon that are subject to the Leasehold Mortgage.

8.509. ENFORCEMENT OF WRIT OF RESTITUTION BY TRIBAL POLICE.

The tribal police shall have the authority and the duty to serve and enforce a writ of restitution issued as part of a judgment of foreclosure pursuant to section 8.509 upon the request of the Mortgagor.

8.510. MANUFACTURED HOME TITLING ACT

- A. Short Title. This subsection of 8.5 of Title VIII shall be known as the "Saginaw Chippewa Indian Tribe of Michigan Manufactured Home Titling Act."
- B. Purpose. The purpose of the Act is to facilitate the financing of Manufactured Housing by providing remedies for manufactured housing creditors.
- C. Application of Real Property Laws.
 - (1) Manufactured Homes Are Real Property. A Manufactured Home (a) which is affixed or to be affixed to a permanent foundation on Tribal Lands in accordance with guidelines for such affixation as issued by the United States Department of Housing and Urban Development for use in its Section 184 Indian Loan Guarantee Program, as the same may be amended from time to time; and (b) as to which a duly completed Affidavit of Title has been recorded, shall be deemed real property for all purposes, including transfer, whether voluntary or involuntary, and shall be subjected to attachment, other liens, foreclosure and execution, in the same manner and with the same formality as all other real property, in accordance with applicable laws of the Saginaw Chippewa Indian Tribe of Michigan, and as more particularly provided in this Act.
 - (2) Affidavit of Title.
 - (a) Official Form of Affidavit of Title. The form of Affidavit of Title shall be created by the Housing Department and approved by Tribal Council, and such affidavit is the exclusive means of establishing and amending title to a Manufactured Home which is or will be located on Tribal Lands.
 - (b) Legal Effect. An Affidavit of Title, when duly completed, acknowledged and recorded in compliance with this Act, shall
 - 1. establish title under this Act to a Manufactured Home not previously titled under this Act, and

2. establish the Manufactured Home as part and parcel of the Manufactured Home Land to which it is, or is to be, affixed to a permanent foundation.
- (c) Title Company Certification. An Affidavit of Title must contain a certification from a title insurance company authorized to do business on Tribal Lands that no liens exist on the Manufactured Home or on the Manufactured Home Land on which the Manufactured Home has been permanently affixed, other than liens that are specifically notated on the Affidavit of Title.
- (d) Recording Procedures.
1. Foreign Jurisdiction Title Document. Prior to recordation, the Foreign Jurisdiction Title Document must be annexed to the Affidavit of Title.
 2. Title Company Certification. If the owner of the Manufactured Home cannot obtain a Foreign Jurisdiction Title Document suitable for recordation, the Affidavit of Title to the Manufactured Home must contain a certification from a title insurance company authorized to do business on Tribal Lands that the affiant is the owner of the Manufactured Home and that no liens exist on the Manufactured Home other than liens specifically notated on the Affidavit of Title.
 3. Recording. An Affidavit of Title shall be duly acknowledged, notarized or proved in such manner as to entitle a conveyance of real estate to be recorded in accordance with applicable law. When so acknowledged, notarized or proved, upon payment of any lawful fees therefore, the recording officer shall immediately cause the Affidavit of Title and any attachments thereto to be duly recorded and indexed in the Land Titles and Records Office.
- (e) Recording Location. All Affidavits of Title, and all other instruments creating, perfecting, modifying, assigning, releasing and discharging voluntary and involuntary liens upon Manufactured Homes and the Manufactured Home Land upon which Manufactured Homes are or will be affixed to a permanent foundation shall be recorded in the applicable Land

Titles and Records Office in accordance with the provisions of 25 CFR Part 150.

D. Changes to Title to Manufactured Homes.

- (1) Severance. If a Titled Manufactured Home is to be severed from the Manufactured Home Land to which it is affixed, the owner of the Manufactured Home shall record in the Land Titles and Records Office a Notice of Severance, acknowledged by any holder of a lien on the Manufactured Home. Upon recordation of such a Notice of Severance, the Manufactured Home referenced therein shall be deemed the personal property of the owner of the Manufactured Home for all purposes under Tribal Law.
- (2) Relocation.
 - (a) Within Indian Land. If the Manufactured Home is to be subject to Relocation within any Indian Land, an Amendment to the Affidavit of Title describing said Relocation shall be recorded in the Land Titles and Records Office with jurisdiction for Tribal Lands, in accordance with Section 8.510(C)(2) of this Act. Said Amendment to the Affidavit of Title shall also be recorded in the Land Titles and Records Office with jurisdiction for the new location of the Manufactured Home.
 - (b) Outside Indian Land. If the Manufactured Home is to be subject to Relocation to non-Indian Land, an Amendment to the Affidavit of Title reflecting said Relocation shall be recorded only in the Land titles and Records Office of the location of the Manufactured Home prior to such Relocation.
 - (c) Effect of Relocation. The Relocation of any Manufactured Home in compliance with the provisions of this Act shall not affect the character of the Manufactured Home as real property for all purposes.
- (3) Conveyance and other Transfer. Title to a Titled Manufactured Home shall be transferred or conveyed (a) by recording in the Land Titles and Records Office with jurisdiction for Tribal Lands a Deed of Conveyance (or other instrument of transfer) to the transferee, and (b) by delivery by the transferor of the Manufactured Home to the transferee of the Manufactured Home the Foreign Jurisdiction Title Document reflecting said transfer. A transferor of a Manufactured Home may add to any such Foreign Jurisdiction Title Document such

warranties of title as may be agreed upon by the parties to the transaction.

- (4) Foreclosure of Manufactured Homes. Foreclosures of Manufactured Homes affixed to a permanent foundation and recognized as real property in accordance with tribal law shall be conducted in accordance with tribal foreclosure laws applicable to real property and in accordance with the Memorandum of Understanding, as it may be amended from time to time. Foreclosure sales for Manufactured Homes shall be conducted in accordance with the provisions of 25 CFR 152.26-152.31.
 - (5) Required Consents. No severance, relocation or conveyance of a Manufactured Home shall be effective without the written consent of any governmental authority, including but not limited to the Bureau of Indian Affairs and/or the Tribe, as required under applicable law.
- E. Perfection of Security Interest. A security interest in a Manufactured Home affixed to a permanent foundation and recognized as real property in accordance with tribal law shall be recorded and perfected in accordance with tribal laws applicable to real property, and by notation on the Foreign Jurisdiction Title Document in accordance with State Law. Tribal laws applicable to security interests in real property shall govern the priority of liens on such Manufactured Homes.
- F. Exclusiveness of Procedure. The methods provided in this Act of (a) perfecting security interests in Manufactured Homes affixed to a permanent foundation and recognized as real property under tribal law, (b) establishing Manufactured Homes as real property, (c) severing Manufactured Homes from Manufactured Home Land; (d) conveying title to Manufactured Homes; and (e) relocating Manufactured Homes, are exclusive.
- G. Effective Date. This Act shall take effect on January 1, 2006, and shall apply to all transactions governed by this Act closed thereafter.

Legislative History

Enacted November 10, 1986, Revises. No. L&O-14-86 (app'd by BIA December 5, 1986); Chapter 8.7 added by amendment March 1, 1988; amended March 7, 1988, Res. No. 88-028; and amended July 12, 2000, Res No. 00-080; amended November 18, 2005 by Resolution No. 06-016; Chapter 8.4 Land Use Zoning, Chapter 8.5 Planning Commission and Chapter 8.6 Zoning removed from Title VIII, subsequent remaining chapters renumbered by Resolution 11-093 approved July 6, 2011. Amendments made by Resolution 11-093 rescinded. Chapter 8.4 Land Use Zoning, Chapter 8.5 Planning Commission and Chapter 8.6 Zoning removed from Title VIII, subsequent remaining chapters renumbered by Resolution 11-125 approved August 31, 2011