**BUREAU OF INDIAN AFFAIRS- FOREST PRODUCT SALE**

**PERFORMANCE BOND**

**SAVINGS ACCOUNT ASSIGNMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SALE AREA**

THE CONDITION OF THIS OBLIGATION IN SUCH THAT:

1. WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the "Assignor,” has entered into an Agreement with the Bureau of Indian Affairs, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, under Contract No. \_\_\_\_\_\_\_\_\_\_\_\_ for the purchase and removal of forest products from the following described land situated in the County of \_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_, described as:

*Unit Description.*

AND WHEREAS, the Assignor does hereby assign, transfer, and set over to Bureau of Indian Affairs, hereinafter called the "BIA" all right, title, and interest in the Assignor's Saving Account No. \_\_\_\_\_\_\_\_\_\_\_\_\_, deposited in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Branch of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a financial institution authorized to do business in the State of \_\_\_\_\_\_\_\_\_\_ hereinafter called the "Bank,” which bank is a member of the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation or the National Credit Union Administration, in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_\_.00), to guarantee payment of forest products cut and/or removed from Timber Sale Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sale Area.

2. The Assignor relinquishes all authority and power to withdraw, and the Assignor directs the Bank that it shall not permit Assignor to withdraw, any amount of this assignment until all contract provisions have been compiled with, a Statement of Completion has been signed by all parties, and the attached RELEASE has been signed by all parties.

3. The BIA may at any time after giving written notice to the Assignor, demand payment from the Bank holding the above savings account of an amount not to exceed $\_\_\_\_\_\_\_\_\_\_\_ dollars.

4. Any penalty suffered which results from a demand for payment by the BIA from the Bank shall be assessed against the Assignor.

5. The Assignor hereby authorizes and directs the Bank to pay all or any part of the above described deposit account as instructed by the BIA until such time as the Bank shall receive the Release provided for on page three of this Agreement. The Bank shall not be liable to inquire whether there has been performance by Assignor or notice has been given Assignor or to see to the application of monies paid on the instruction from the BIA and in such matters the Bank may rely upon the instructions of the BIA executed over the signature of the person, or his designee, appearing under the Acceptance on page two of this agreement without need to verify the authority of such person. Nothing herein shall prevent the BIA from designating a person authorized to act for it in another lawful manner.

6. It is agreed, as between the Bank and the Assignor, that in the event the Bank closes or goes into receivership any Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation, or National Credit Union Administration Insurance proceeds paid on, to or as a result of the Assignor deposits with said Banks, shall first be applied to cover this assignment.

Signed and dated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignor's Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CORPORATE ACKNOWLEDGMENT:

State of )

County of ) (Corporate Seal)

On this\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the

State of \_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCEPTANCE

BANK ACCEPTANCE

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank, as witnessed below by the signature of a duly authorized officer, hereby recognizes the foregoing assignment of Savings Account No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of $\_\_\_\_\_\_\_\_\_\_.00 this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUREAU OF INDIAN AFFAIRS ACCEPTANCE:

Bureau of Indian Affairs hereby accepts the foregoing assignment of Savings Account No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ held by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank\_ in the amount of $\_\_\_\_\_\_\_\_\_\_.00 this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency Superintendent

Approved by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_

RELEASE

BUREAU OF INDIAN AFFAIRS RELEASE

The foregoing assignment of Savings Account No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank\_ in the amount of $\_\_\_\_\_\_\_\_\_\_.00 is hereby released. The authorized signature and seal, below, shall witness the termination of the Bureau of Indian Affairs in this assignment.

BUREAU OF INDIAN AFFAIRS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_

ASSIGNORS RELEASE

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Assignor in the above Agreement recognize by my signature below, the release of the assignment as carried out in the reference above. Signed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignor's Signature

CORPORATE ACKNOWLEDGMENT FOR RELEASE

State of )

County of ) (Corporate Seal)

On this\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she) was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_\_\_\_, residing at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_