

RETURN TO  
SOUTHWEST FINANCIAL  
1671 PARK RD. #2  
FT. WRIGHT, KY 41011-9901

Prepared By: *AMBER HEUDLEY*  
Southwest Financial Services, Ltd.  
537 E Pete Rose Way, STE 300  
Cincinnati, OH 45202

2017 004726

FILED FOR RECORD

2017 JAN 20 AM 10:25

MICHAEL B. BROWN  
RECORDER



Return To (name and address):  
Indecomm Global Services  
2925 Country Drive  
Little Canada, MN 55117

State of Indiana

Space Above This Line For Recording Data

**MORTGAGE**

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is .....12/28/2016.....  
The parties and their addresses are as follows:

MORTGAGOR:

ERIC J. JOHNSON AND DEANNA K. JOHNSON LIVING TRUST DATED 10/6/16

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:  
U.S. Bank National Association  
a national banking association organized under the laws of the United States  
425 Walnut Street  
Cincinnati, OH 45202



2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender the following described property:  
See attached Exhibit "A"

The property is located in ..LAKE COUNTY..... at .....

..412 DEERE WAY, LOWELL....., Indiana ..46356-1697.....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

*EJF* (page 1 of 6)  
*DEJ*

40-  
000817112  
BME

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 65,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

Borrower(s): ERIC JOHNSON  
Principal/Maximum Line Amount: 65,000.00  
Maturity Date: 12/27/2031  
Note Date: 12/28/2016

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, or not to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.



- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
- 11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument. Mortgagor acknowledges that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives notice of default, Mortgagor agrees that either Lender or Mortgagor may notify the tenants and demand that all future Rents be paid directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 14. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.



19. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property. In addition, Lender may file a financing statement signed by the Lender instead of Mortgagor with the appropriate public officials.
22. **JOINT AND INDIVIDUAL LIABILITY, CO-SIGNERS, SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to redemption, reinstatement, and the marshalling of liens and assets. Mortgagor waives all rights of valuation and appraisalment.





A...

2016 071027

2016 OCT 21 PM 12:30

MICHAEL J. GORDON  
RECORDER

MAIL TAX BILLS TO:  
412 Deere Way  
Lowell, Indiana 46356  
Grantors Address

Parcel No.: 45-19-22-276-009.000-038

**DEED IN TRUST**

THIS INDENTURE WITNESSETH, that the Grantor, **Eric J. Johnson**, Individually, of Lake County, Indiana, for and in consideration of the sum of Ten (\$10.00) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants an undivided interest to the **ERIC J. JOHNSON AND DEANNA K. JOHNSON LIVING TRUST, DATED OCTOBER 6, 2016**, the following described real estate in Lake County, Indiana, to-wit:

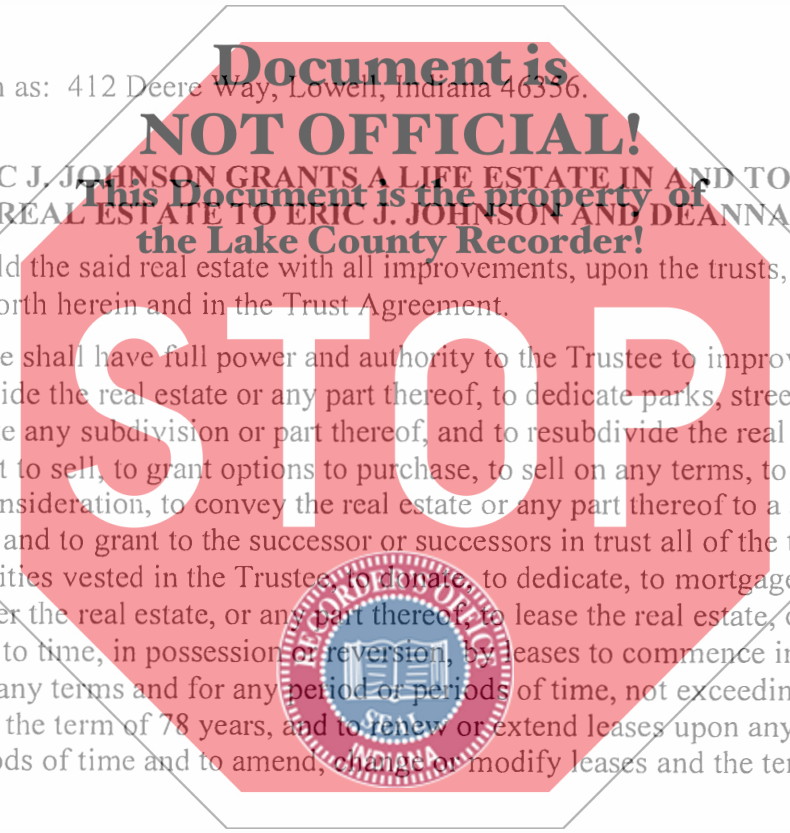
Lot 4 in Deere Acres Subdivision, an Addition to the Town of Lowell, as per plat thereof, recorded in Plat book 84, page 15, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 412 Deere Way, Lowell, Indiana 46356.

**GRANTOR ERIC J. JOHNSON GRANTS A LIFE ESTATE IN AND TO THE ABOVE REFERENCED REAL ESTATE TO ERIC J. JOHNSON AND DEANNA K. JOHNSON.**

To have and to hold the said real estate with all improvements, upon the trusts, and for the uses and purposes set forth herein and in the Trust Agreement.

The Trustee shall have full power and authority to the Trustee to improve, manage, protect and subdivide the real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide the real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the real estate or any part thereof to a successor or successors in trust and to grant to the successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the real estate, or any part thereof, to lease the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in prassenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise, the term of 78 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and



NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: JB

006166

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

OCT 21 2016

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

# 7891  
\$ 22.00  
Z.M.E.

provisions thereof at any time or times hereafter, to contract to make leases and to grant options to renew leases and options to purchase the whole or any part of the reversion, to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof, and to deal with the real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee or any successor in trust, in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, or any successor in trust, be obligated to see to the application of any purchase money, rent or money borrowed or advanced on the real estate, or be obliged to see that the terms of this Trust have been compiled with, or be obliged to inquire into the authority, necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee, or any successor in trust in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof, the Trust created by this Indenture and the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement or all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) that the Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, them or their predecessors in trust.

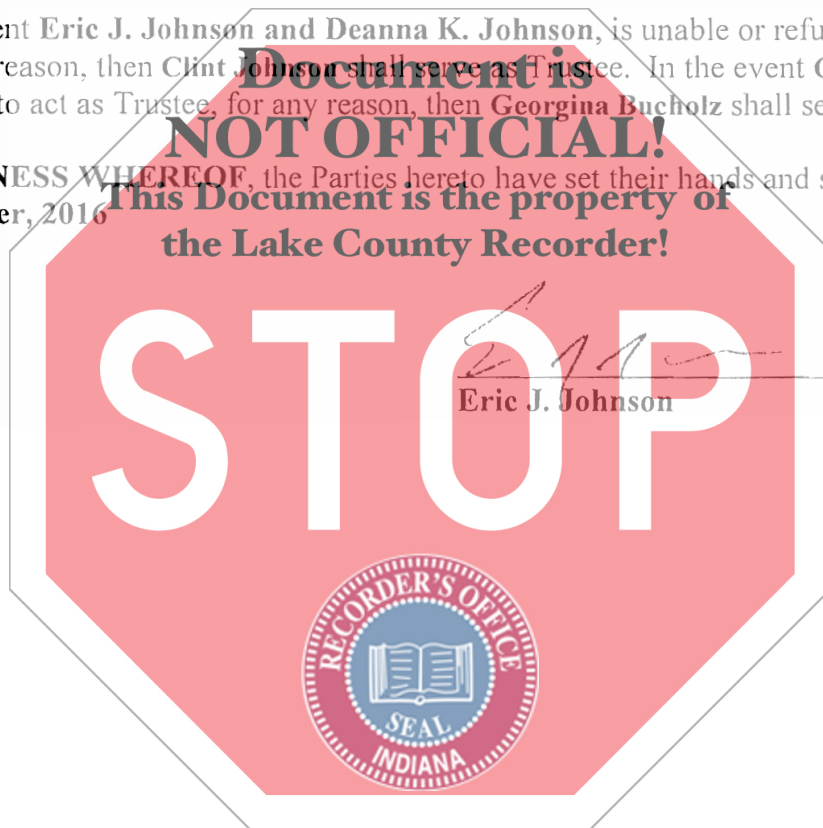
The conveyance is made upon the express understanding and condition that **Eric J. Johnson and Deanna K. Johnson** and as Trustees, their Successor and Successors in Trust shall not incur any personal liability or be subjected to any claim, judgment or decree for anything they or their agents or attorneys may do or omit to do in or about the real estate or under the provisions of this deed or the Trust Agreement or any amendment thereto, or for injury to person or property happening in or about the real estate, any and all such liability being hereby expressly waived and released. Any contract obligation or indebtedness incurred or entered into



by the then beneficiaries under the Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in his own name, as Trustee of an express trust and not individually, and the Trustee shall have no obligation whatsoever, with respect to any such contract, obligation or indebtedness, except only so far as the Trust Property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of filing for record of this deed. The interest of each and every beneficiary hereunder and under the Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of the real estate and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in **Eric J. Johnson and Deanna K. Johnson**, all as Trustees, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event **Eric J. Johnson and Deanna K. Johnson**, is unable or refuse to act as Trustee, for any reason, then **Clint Johnson** shall serve as Trustee. In the event **Clint Johnson**, is unable or refuse to act as Trustee, for any reason, then **Georgina Bucholz** shall serve as Trustee.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the 6<sup>th</sup> day of **October**, 2016



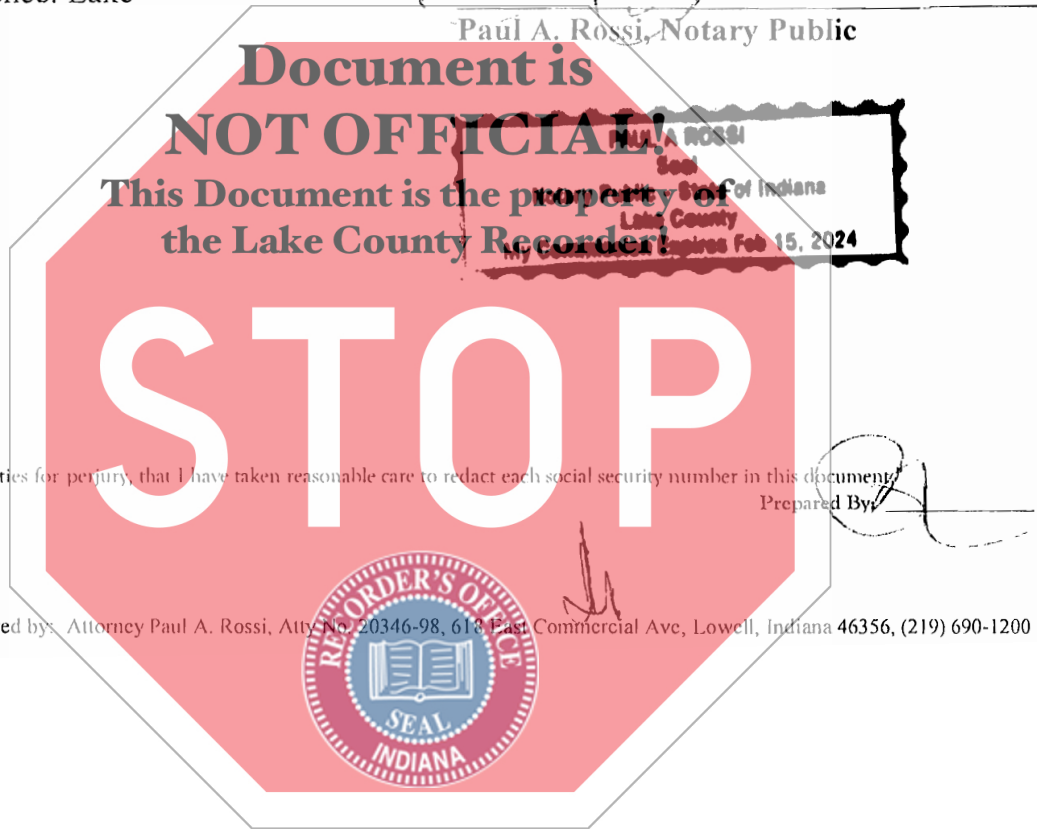
STATE OF INDIANA     )  
  ) ss:  
COUNTY OF LAKE     )

I, Paul A. Rossi, a Notary Public in and for said County and State do hereby certify that **Eric J. Johnson and Deanna K. Johnson** personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes set forth therein.

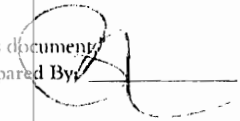
**GIVEN** under my hand and Notarial seal on the **6<sup>th</sup>** day of **October, 2016**.

My Commission Expires: 02/15/2024  
County of Residence: Lake

  
Paul A. Rossi, Notary Public



"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document"

Prepared By: 

This document was prepared by: Attorney Paul A. Rossi, Atty No. 20346-98, 618 East Commercial Ave, Lowell, Indiana 46356, (219) 690-1200



# Affidavit of Identity

I, Eric J Johnson, being first duly sworn on oath, hereby state as follows:

1. For the past 12 years, I have personally resided at only the following address(es):

11304 W 206<sup>th</sup> Ave, Lowell, IN 46356 and 412 Deere Way, Lowell, IN 46356

2. For the past \_\_\_ years, I have been associated with only the following business address(es):

N/A

3. I am not the same party as Eric Johnson, who is subject to the following lien(s) as listed in public record:

Lien Type (select one):  Judgment Lien  Mechanic's Lien

Volume: 45D090707SC02089

Page: n/a

Date: 08/13/2007(E) 08/13/2007(R)

Amount: \$2,774.23

In favor of: PORTFOLIO RECOVERY ASSOCIATES LLC

Lien Type (select one):  Judgment Lien  Mechanic's Lien

Volume: 2011-030094

Page: n/a

Date: 05/17/2011(E) 06/01/2011(R)

Amount: \$17,111

In favor of: THE METHODIST HOSPITALS INC

Lien Type (select one):  Judgment Lien  Mechanic's Lien

Volume: 45D121206SC535

Page: n/a

Date: 08/29/2012(E) 08/29/2012(R)

Amount: \$2,690

In favor of: THERESA ROSALES

Lien Type (select one):  Judgment Lien  Mechanic's Lien

Volume: 45D031308CC1012

Page: n/a

Date: 09/18/2013(E) 09/18/2013(R)

Amount: \$7,802.67

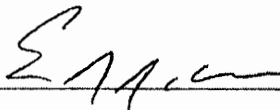
In favor of: CREDIT ACCEPTANCE CORP



Lien Type (select one):  Judgment Lien     Mechanic's Lien  
Volume: 45H051507OV197-FJ \_\_\_\_\_  
Page: n/a \_\_\_\_\_  
Date: 10/14/2015(E) 11/24/2015(R)  
Amount: \$208 \_\_\_\_\_  
In favor of: CITY OF HOBART

Lien Type (select one):  Judgment Lien     Mechanic's Lien  
Volume: 45D071602SC184 \_\_\_\_\_  
Page: n/a \_\_\_\_\_  
Date: 03/15/2016(E) 03/15/2016(R)  
Amount: \$613 \_\_\_\_\_  
In favor of: SCHOOL CITY OF HOBART

4. I understand that U.S. Bank is relying on the truthfulness of my statements in this Affidavit in connection with a proposed credit transaction I have requested. I hereby agree to indemnify U.S. Bank for any losses sustained as a result of any misrepresentation or omission made by me in this Affidavit.

Signature of Affiant: 

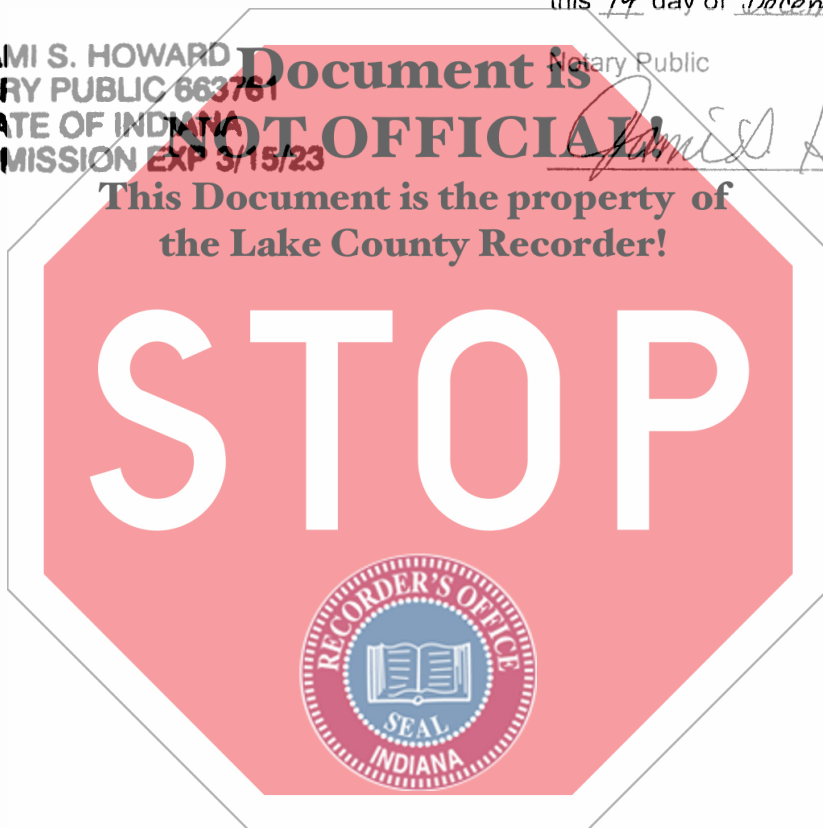
Subscribed and sworn to before me  
this 14<sup>th</sup> day of December, 2016.

**TAMI S. HOWARD**  
**NOTARY PUBLIC 663761**  
**STATE OF INDIANA**  
**MY COMMISSION EXP 3/15/23**

Notary Public



**This Document is the property of  
the Lake County Recorder!**





# Affidavit of Identity

I, Deanna K Johnson, being first duly sworn on oath, hereby state as follows:

1. For the past 6 years, I have personally resided at only the following address(es):

11304 W 206<sup>th</sup> Ave, Lowell, IN 46356 and 412 Deere Way, Lowell, IN 46356

2. For the past \_\_\_ years, I have been associated with only the following business address(es):

N/A \_\_\_\_\_

3. I am not the same party as Deanna Johnson, who is subject to the following lien(s) as listed in public record:

Lien Type (select one):  Judgment Lien  Mechanic's Lien

Volume: 45D091006SC1701 \_\_\_\_\_

Page: n/a \_\_\_\_\_

Date: 10/25/2010(E) 10/25/2010(R)

Amount: \$6,089

In favor of: NORTHERN INDIANA PUBLIC SERVICE CO

Lien Type (select one):  Judgment Lien  Mechanic's Lien

Volume: 45D051111CC129 \_\_\_\_\_

Page: n/a \_\_\_\_\_

Date: 03/28/2012(E) 03/28/2012(R)

Amount: \$7,242.65

In favor of: COMMUNITY HEALTHCARE SYSTEM

Lien Type (select one):  Judgment Lien  Mechanic's Lien

Volume: 10484704 \_\_\_\_\_

Page: n/a \_\_\_\_\_

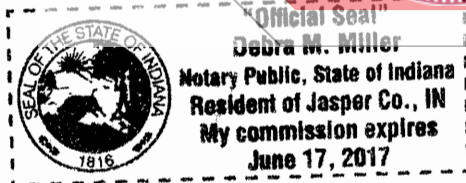
Date: 05/18/2015(E) 05/18/2015(R)

Amount: \$69.28

In favor of: INDIANA DEPT OF REVENUE (STL)

4. I understand that U.S. Bank is relying on the truthfulness of my statements in this Affidavit in connection with a proposed credit transaction I have requested. I hereby agree to indemnify U.S. Bank for any losses sustained as a result of any misrepresentation or omission made by me in this Affidavit.

Signature of Affiant: Deanna K Johnson



Subscribed and sworn to before me  
this 15<sup>th</sup> day of December, 2014

Notary Public

Debra M. Miller

**EXHIBIT "A" LEGAL DESCRIPTION**

Account #: 25024017  
Order Date : 12/07/2016  
Reference : 20163379220320  
Name : ERIC JOHNSON  
Deed Ref : 2016-071027

Index #:  
Registered Land:  
Parcel #: 451922276009000038

SITUATED IN LAKE COUNTY IN THE STATE OF INDIANA , TO WIT:  
LOT 4 IN DEERE ACRES SUBDIVISION, AN ADDITION TO THE TOWN OF LOWELL, AS PER PLAT  
THEREOF, RECORDED IN PLAT BOOK 84, PAGE 15, IN THE OFFICE OF THE RECORDER OF  
LAKE COUNTY, INDIANA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND  
RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING,  
BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN  
POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2016-071027,  
OF THE LAKE COUNTY, INDIANA RECORDS.

