

LAKE COUNTY INDIANA, 2021-580199, P 1

2021-580199  
03/19/2021 12:13PM  
Total Fees: \$5.00  
By: KMK  
Pg #: 12  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIRENTEL  
RECORDER

APR 19 2021 10:41 AM  
RECORDING RETURN TO:  
BENEFITAN MORTGAGE LLC D/B/A MR. COOPER  
4000 WISCONSIN WAY  
EVANSTON, IL 60120  
(888) 480-2412

(Please Allow This Line For Recording Date)

## MORTGAGE

FORM  
LMP# 048210647  
MFI 201103420194471  
MERS Form 1-888-478-8117  
MFI #s: 01-1156-088, 001-024  
Case # 104-493424-703

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 1, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated **MARCH 11, 2021**, together with all Riders to this document.
- (B) "Borrower" is **BENJAMIN LOPEZ AND TERESA LOPEZ**. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Film, MI 48101-2026 and a street address of 1901 E. Yonkers Street, Suite C, Channahon, IL 61610. The MERS telephone number is (888) 679-MERS.
- (D) "Lender" is **BENEFITAN MORTGAGE LLC D/B/A MR. COOPER**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DELAWARE**. Lender's address is **8901 CYPRESS WATERS BLVD., DALLAS, TX 75219**.
- (E) "Note" means the promissory note signed by Borrower and dated **MARCH 11, 2021**. The Note states that Borrower owes Lender **ONE HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED FORTY-EIGHT AND 00/100 Dollars (U.S. \$127,448.00)** plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than **APRIL 1, 2031**.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all other charges under this

FILE Indiana Mortgage - 0915  
03 19 2021

Page 1 of 11

Security Instrument, plus Interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Condominium Rider
- Panned Unit Development Rider
- Other(s) (specify)

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Homeowners Association, Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are levied on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, cash, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape as to a credit, interest, or other financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds) paid under the coverages described in Section 2) for: (i) damage to, or destruction of, the Property; (ii) conversion; (iii) other taking of all or any part of the Property; (iv) conversion in line of condemnation; or (v) misrepresentation of, or concealment of, the value and/or condition of the Property.

(N) "Mortgage Insurance" means any insurance policy covering lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, plus interest, extension and modification of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (as agent for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY OF LAKE:

088 LINDA HENNINGER ATTACHED HERETO AND MORE A PART HEREOF AS BEHOLD: "A",

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FILE Indiana Mortgage - 0815  
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LAKE COUNTY INSTRUMENT, 2021-580199, P 3

04/23/2021

record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is insufficient to pay when due, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check; (d) bank check; (e) cashier's check; (f) check, provided any such check is drawn upon an institution whose deposits are insured by a FDIC-insured agency, instrumentally, or entity; or (g) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment of the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are received. If each Periodic Payment is applied as of the scheduled due date, then Lender need not pay interest on unapplied funds; Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making any sums due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the Day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for (a) taxes and assessments and other items which can attach priority over the Security Instrument as a lien or encumbrance on the Property; (b) household payments or ground rents on the Property; if any; (c) premiums for any and all insurance required by Lender under Section 1; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At expiration of any term during the term of the Loan, Lender may require the Community Association Dues, Fees, and Assessments (if any, be accepted by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender sufficient Escrow Items to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay a 1200% Funds for any or all Escrow Items at any time. Any such waiver may only be in writing, in the event of such waiver, Lender shall pay directly, when and where payable, the amounts due for any Escrow Items for which payments of Funds have been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within each time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 1. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 1 to repay to Lender any such amount. Lender may waive the waiver as to any or all Escrow Items at any time by a

File Indiana Mortgage - 0815  
08 10/02/21

Page 3 of 11

LAKE COUNTY INDEMN., 2021-580199, p 4

8/23/2014

notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amount, that are then required under this Section.)

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays the reasonable interest on the Funds and Applicable Law permits Lender to make such a charge. Lender's agreement to make or verify or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds. Borrower shall reimburse Lender. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but not more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, not in more than 12 monthly payments.

Upon payment in full of all debts incurred by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges.** Lender, Borrower and pay of taxes, assessments, charges, fees, and impositions attributable to the Property which can attain priority over this Security Instrument, household payments or ground rents on the Property, if any, and Community Association Dues, Futility Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 15.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only as long as Borrower is performing such agreement; (b) corrects the lien pursuant to, or defends against, enforcement of the lien in, legal proceedings which is Lender's opinion appear to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) receives from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy that lien or file one or more of the actions set forth above in this Section 4.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained at the amount, (including deductible levels) and for the periods that Lender requires. What policy proceeds pursuant to the preceding sentence can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised arbitrarily. Borrower may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood risk determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services; and subsequent charges each time reappraisals or similar changes occur which reasonably might affect such determination/certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, if consistent with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or better coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly outweigh the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall be due additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to

LAKE COUNTY INSTRUMENT, 2021-580199, P 5

04/23/2021

disappear such policies, shall include a standard mortgage clause and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender recovers, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not impaired, Duffing shall repair and restoration period. Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to verify that Borrower has been compensated to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. For public adjusters, or other third parties, (including) Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the debts secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquiesces the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts paid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts owed under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy the Property, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument (and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cease to apply) for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property.** Inspection. Borrower shall not remove, damage or impair the Property, cause the Property to deteriorate or contribute to the deterioration of the Property. Borrower shall maintain the Property in order to protect the Property from deteriorating or decreasing in value due to the conditions. Unless it is determined pursuant to Section 1 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property, only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not released of Borrower's obligation for the completion of such repair or restoration. If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the date of the next payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice of the date or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any person or entity acting at the direction of Borrower or with Borrower's knowledge or consent gave (intentionally, knowingly, misleadingly, or innocently) information or statements to Lender (or failed to provide to Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in

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bankruptcy, pendency, for condemnation or forfeiture, for enforcement of a lien which may attach prior to this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities tested on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender accepts no liability for not taking any of all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall incur additional fees of Borrower incurred by this Security Instrument. These amounts shall bear interest at the Prime rate from the date of disbursement and shall be payable, with such interest, plus fees from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not encumber the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the explicit written consent of Lender, alter or amend the ground lease. If Borrower acquires title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, the Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to halt any Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to assure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made regarding the Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay (including any interest or earnings on such Miscellaneous Proceeds). If the restoration or repair is not economically feasible, Lender's security would be impaired, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, when/whenever then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order specified in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument ~~whenever~~ the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Obligating Party (as defined in the next sentence) offers to make an award to settle a claim for damage, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds (either in restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due) "Obligating Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default of any action or proceeding, whether civil or criminal, it brings that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if accreditation has occurred, restore as provided in Section 11. By causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property, or other material impairment of Lender's interest in the Property or rights under this Security Instrument, the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and

LAKE COUNTY DEEDBOOK, 2021-500199, p 7

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shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by means of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy (including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower) amounts only to the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note is "co-signer". (a) In signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successors in Interest of Borrower who assume Borrower's obligations under this Security Instrument in writing, and as approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) any Successors in Interest of Borrower and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note after making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if one by other means. Notices to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender, if any notice required by this Security Instrument is also received under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Venue; Rules of Construction.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. All rights and obligations created by this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might require a party to allow the parties to agree by contract or if it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the

LAKE COUNTY INDEMN., 2021-540199, P. 8

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word "may" when sole discretion without any obligation to take any action.

**16. Borrower's Cops.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the terms of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies provided by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstatement After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstate this mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument if the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights within this Security Instrument, and (d) takes such action as Lender may reasonably require to ensure that Lender's interest in the Property, including rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall remain unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosures on different parcels in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement obligations in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a Federal agency, state membership or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument's obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Note of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity known as the "Loan Servicer" that collects periodic payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer controlling the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will include the name and address of the new Loan Servicer, the address to which payments should be made and any other information required in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a different servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by applicable law.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (whether an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of or any duty owed by reason of, this Security Instrument (until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period shall be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given in this paragraph pursuant to Section 12 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimbursement (Lender or for any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed (including acknowledgment and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Servicer and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Servicer, unless explicitly authorized to do so by Applicable Law.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as



LAKE COUNTY INSTRUMENT, 2021-580199, P. 9

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toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Change" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Change.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or attempt to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which causes an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of any quantity of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Dorpcourt shall promptly give Lender within notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spill, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Such actions shall create any obligation on Lender for an Environmental Change.

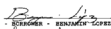
**NONLINEAR COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration.** Herein, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that set prior to acceleration under Section 17 unless Applicable Law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) it is due, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after completion and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower in acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
BORROWER - BENJAMIN COPPE  
TERESSA LOPET

# NOT AN OFFICIAL DOCUMENT

LAKE COUNTY INDEANS, 2021-500199, P 10

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State of INDIANA  
County of LAKE

Witness, a notary public, this 11<sup>th</sup> day of March, 2021,  
Benjamin Lopez Yvona Lopez

acknowledged the execution of this instrument.



Maurice C. Watson  
Notary Public  
Commissioned in LAKE County  
My Commission Expires: 3-22-2026

Individual Loan Originator: ALEX GARCIA, NMLS ID: 1457479  
Loan Originator Organization: NATIONALIA MORTGAGE LLC D/B/A BR. COOPER, NMLS ID: 2119

# NOT AN OFFICIAL DOCUMENT

LAKE COUNTY INDIANA, 2021-500199, P 11

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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

  
Signature of Mortgagor  
Britini Stoken  
Printed Name of Mortgagor

This instrument was prepared by:  
ERLENA FACTING  
MULTISTEPAN MORTGAGE LLC D/B/A MG - COOPER  
4000 BOWLING WAY  
LEWISVILLE, OH 44641  
(972) 216-8459

2021 Indiana Mortgage - 0915  
ISE 10/21/21

Page 11 of 11

Property of Lake County Recorder

LAKE COUNTY INDIANA, 2021-500199, P 12

## Exhibit A

File No. 03489

The land referred to herein below is situated in the County of LAKE,  
State of IN, and is described as follows:

Lot 23, Block 519, Franklin Park Unit 1, in the City of East Chicago, as per  
plat thereof registered in Plat Book 35 page 7, and as corrected by  
Certificate of Correction issued October 11, 1981 and recorded October  
14, 1981 in Miscellaneous Record #16 Page 8 as Document No. 360054  
in the Office of the Recorder of Lake County, Indiana.

Being the same property now conveyed from Benjamin Lopez to Benjamin  
Lopez and Teresa Lopez as set forth in Deed Instrument #2005 08812,  
dated 10/07/2009, recorded 10/07/2009, LAKE County, INDIANA.

Tax ID: 45-03-27-176-008.000-024