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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Do Not write above this line

EW Return to Preparer: Bruce Westin, 1142 110th Ave., Dundee, Iowa 52038

2014-2835

Real Estate Mortgage

This Mortgage is made by Bruce Westin an individual with an address of 1142 110th Ave., Dundee, Iowa, 52038, (Mortgagor) and Diane Westin an individual with an address of 1612 Hanover Ct. Fort Collins, CO 80526, ("Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of (1) First Mortgage made on October 31st 2014 in the sum of $25,000 with interest at the rate of 5 percent per year. (2) Second Mortgage for improvements completed on April 1st 2015 in the sum of $30,000 with interest at the rate of 5 percent per year.

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

All that certain parcel of land situate in the county of Delaware, State of Iowa, being known and designated as follows:

Parcel "A" being part of the Southeast Quarter of the Northeast Quarter (SE ¼ - NE ¼) of section 7 and Parcel "B" being part of the Southwest Quarter of the Northwest Quarter (SW ¼ - NW ¼) of section 8; both in Township 90 North, Range 6 West of the fifth principle meridian, Delaware County Iowa, according to the plat recorded in book 2007 page 3548; also Parcel "A" being part of the Southwest quarter of the northwest quarter (SW ¼ - NW ¼) of Section 8, Township 90 North, Range 6 west of the fifth principle meridian, Delaware county, Iowa, according to the plat recorded in book 2007, Page 3549.

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;

2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;

3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;

4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;

5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;

6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;

7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;

8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and

9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such [e.g. promissory note or bond] is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such [e.g. promissory note or bond], Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

Signed, sealed and delivered

Mortgagor: Bruce Westin _____ Date 6-5-15

Mortgagee: Diane Westin Diane Westin 5-29-15 Date
Diane Westin, 5-29-15

STATE OF Iowa

COUNTY OF Delaware

In Manchester, on the 5th day of June, 2015, before me, a Notary Public in and for the above state and county, personally appeared [Bruce Westin], known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed

JoAnn Heffernan
NOTARY PUBLIC

JOANN HEFFERNAN
Notarial Seal - Iowa
Commission # 221059
My Commission Expires 2-19-2017

My Commission Expires: 2-19-2017

Notary in and for said county and state

F LEANN PAYTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19894002188
MY COMMISSION EXPIRES MARCH 3, 2017

State of Colorado
County of Jefferson
Acknowledged before me this 29TH day of May, 2015 by
Diane Westin
Witness My Hand and Official Seal
My Commission expires 3.3.2017

F. LeAnn Payton
Notary Public