Recorded: 4/26/2021 at 10:42:12.0 AM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 1500

MORTGAGE DEED COVER SHEET

Preparer information: *CREST CAPITAL ADVISORS*
ASHLEY AGAUYO
12680 HIGH BLUFF DR
SUITE 450
SAN DIEGO, CA 92130

Taxpayer information: *JUSTIN LINCOLN*
1716 FIREFLY ROAD
MACHESTER, IA 92007

Return Document to: *CREST CAPITAL ADVISORS*
ASHLEY AGUAYO
12680 HIGH BLUFF DR
SUITE 450
SAN DIEGO, CA 92130

Mortgagor:
JUSTIN LINCOLN
1716 FIREFLY ROAD
MACHESTER, IA 92007

Mortgagee:
COAKLEY 2006 TRUST
PETER & GAIL COAKLEY, TRUSTEE
1226 SEA VILLAGE DR
CARDIFF, CA 92007

Legal Description is located on page: 2

Document or instrument number of previously recorded documents:

MORTGAGE DEED

THIS MORTGAGE DEED (the "Mortgage") is made and entered on April 01, 2021 by and between Justin Lincoln, of 1716 Firefly Road, Manchester, Iowa 52057 (the "Mortgagor") and Coakley 2006 Trust, of 1226 Sea Village Dr, Cardiff, California 92007 (the "Mortgagee") which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of $150,000.00 together with interest thereon of 2% computed on the outstanding balance of the total purchase price of $150,000.00, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with MORTGAGE COVENANTS, the following described property (the "Property") situated at 1716 Firefly Road, in the City of Manchester, IA 52027, County of Delaware, in the State of Iowa, with the following legal description:

PARCEL A - PART OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION (7), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FIVE WEST (R5W) OF THE FIFTH P.M., DELAWARE COUNTY, IOWA ACCORDING TO PLAT RECORDED IN BOOK 6 PLATS, PAGE 158.

PAYMENT OF SUMS SECURED.

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

WHEN THIS MORTGAGE BECOMES VOID.

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
c. Mortgagor will make with each periodic payment secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein,

the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.

e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.

g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.

h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.

i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

Mortgagor Signature:

DATED: March 30 2021

Justin Lincoln

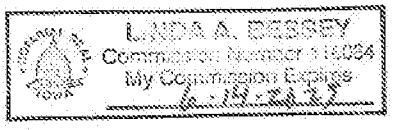
STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 30th day of March, 2021, before me personally appeared Justin Lincoln, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

Notary Public

Notary Public

Title (and Rank)



My commission expires 6-14-2023

Mortgagee Signature(s):

DATED: 27 March 2021

Peter Coakley , Trustee on behalf of Coakley 2006 Trust

Gail Coakley, Trustee on behalf of Coakley 2006 Trust

STATE OF WASHINGTON, COUNTY OF KING, ss:

On this 27th day of March, 2021, before me personally appeared Peter Coakley and Gail Coakley on behalf of Coakley 2006 Trust, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

ALEJANDRO MANTECA
Notary Public
State of Washington
Commission Expires 05/19/2022

Notary Public

Notary Public
Title (and Rank)

My commission expires 05/14/2022

Notary Address:

10002 Aurora Ave N #36
Seattle WA 98133
206-527-5065