BK: 2025 PG: 1493 Recorded: 6/12/2025 at 3:41:34.0 PM Pages 10 County Recording Fee: \$52.00 Iowa E-Filing Fee: \$3.00 Combined Fee: \$55.00 Revenue Tax: \$0.00 BRANDY L. MACUMBER, RECORDER Madison County, Iowa

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REAL ESTATE MORTGAGE Recorder's Cover Sheet

Preparer Information: Luke Markham, 400 N Ashley Dr, Suite 3100, Tampa, FL 33602, Tel: (813) 225-2500

Taxpayer Information:N/A

The Bedrock Mortgage Fund LLC Return Document To: 3235 Satellite Blvd, Suite 103, Duluth, GA 30096

Grantors: Rosa Properties LLC

Grantees: THE BEDROCK MORTGAGE FUND LLC

Legal Description:See Page 2 (Exhibit "A")

Document or instrument number of previously recorded documents:

REAL ESTATE MORTGAGE

THIS REAL ESTATE MORTGAGE ("Mortgage") is made this 9th day of June, 2025 between **Rosa Properties LLC**, whose address is 6 SW 42nd St, Des Moines, IA 50312 (the "Mortgagor") in favor of **THE BEDROCK MORTGAGE FUND LLC**, a Georgia limited liability company, whose address is 3235 Satellite Blvd., Suite 103, Duluth GA 30096 (the "Mortgagee").

WITNESSETH

This mortgage is a Purchase Money Mortgage, as defined by the Iowa Code.

Mortgagor, in consideration of the aggregate sum named in the Note bearing even date herewith, in the principal sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** lawful money of the United States of America, advanced or to be advanced by Mortgagee to Mortgagor according to the terms and conditions of the Note and which Note has a maturity date of the June 9, 2026, unless otherwise extended in accordance with the term of the Note ("Note"), and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Mortgagee, in fee simple, the real property located in Madison County, IA, described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the real property, or any part or parcel thereof; and

TOGETHER with all rights, title and interest of Mortgagor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the real property or under or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in any way appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, homestead, dower, right of dower, elective share, separate estate, property, possession, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the real property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under the real property or any part thereof and used or usable in connection with any present or future operation of the real property and now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the real property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof (Mortgagor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing); and

TOGETHER with all of the water, sanitary and storm sewer systems now or hereafter owned by Mortgagor which are now or hereafter located by, over, and upon the real property, or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances; and

TOGETHER with all paving for streets, roads, walkways or entrance ways now or hereafter owned by Mortgagor and which are now or hereafter located on the real property or any part or parcel thereof; and

TOGETHER with Mortgagor's interest as lessor in and to all leases of the real property, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Mortgagor during the life of this Mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including all present and future security deposits and advance rentals reserving to Mortgagor its equity of redemption rights herein provided and hereby intending that in case of foreclosure sale, the tenant's interest in any such leases then in force shall, upon expiration of Mortgagor's right of redemption, pass to the purchaser at such sale as a part of the mortgaged property; subject to election by the purchaser to terminate or enforce any of such leases hereafter made; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of condemnation or eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the mortgaged property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorney's fees (including paralegal's fees), costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment; and

TOGETHER with all of the right, title and interest of Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this Mortgage, and all proceeds or sums payable for the loss of or damage to (a) any property encumbered hereby, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the mortgaged property; and

TOGETHER with all development rights of Mortgagor with regard to the property legally described in Exhibit "A."

ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises."

AND Mortgagor hereby covenants with Mortgagee and with any purchaser at foreclosure sale hereunder that Mortgagor is indefeasibly seized of the Premises in fee simple and has full power and lawful right to convey the same as aforesaid and that it shall be lawful for Mortgagee at all times hereafter peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; and that the Premises and every part thereof is free from all encumbrances; and that Mortgagor will make such other and further assurances to perfect the fee simple title to the Premises, and any part thereof, in Mortgagee, or in any purchaser at foreclosure sale hereunder, as may hereafter reasonably be required; and that Mortgagor hereby fully warrants the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the Premises and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions herein;

CONDITIONED, HOWEVER, that if the maker of the Note shall pay or cause to be paid to Mortgagee, at its office and principal place of business or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest the principal sum stated in that certain Note, as well as all future advances and all other sums, indebtedness, obligations and liabilities for which this instrument is security, and if Mortgagor shall also fully perform all the covenants, conditions and terms of this Mortgage, then these presents shall be void, otherwise to remain in full force and effect.

If any of the Premises is of a nature so that a security interest therein can be perfected under the Uniform Commercial

Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to join with Mortgagee in execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code. In regard thereto, Mortgagee shall have, as additional and cumulative rights and remedies all of the rights and remedies provided in said Uniform Commercial Code.

This Mortgage and the Premises are also given as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind now or hereafter, during the term hereof, owing and to become due from Mortgagor to Mortgagee or to the holder of the Note, or to the assignees thereof, howsoever created, incurred, evidenced, acquired or arising, whether under the Note, this Mortgage, or any other instrument, obligation, contract, or agreement or dealing of any and every kind now or hereafter existing or entered into between Mortgagor and Mortgagee, or otherwise, as amended or modified or supplemented from time to time, and whether direct, indirect, primary, secondary, fixed or contingent, and any and all renewals, modifications or extensions of any or all of the foregoing.

Any additional sum or sums advanced by the then holder of the Note secured hereby to or for the benefit of Mortgagor, whether such advances are obligatory or are made at the option of Mortgagee, or otherwise, at any time within twenty (20) years after the date of this Mortgage, with interest thereon at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of the borrowers and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding and so secured at any one time shall not exceed the sum equal to three (3) times the principal sum of the Note, plus interest and disbursements made for the payment of taxes, levies or insurance on the Premises with interest on such disbursements, and provided further that it is understood and agreed that this future advance provision shall not be construed to obligate Mortgage to make any such additional loans or advances. Any reference herein to the Note shall include any promissory note or other instrument evidencing such future advance.

It is the intent hereof to secure payment of the Note and obligations whether the entire amount shall have been advanced to Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts advanced at the date hereof.

AND Mortgagor covenants with Mortgagee as follows:

1. Mortgagor shall pay all and singular the principal and interest and other sums of money payable according to the tenor of the Note and this Mortgage, and of any other Secured Indebtedness according to its terms.

2. Mortgagors represent, warrant and covenant to Mortgagee that (i) Mortgagors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagors have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. (vi) Mortgagor not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

3. Mortgagor shall pay, before they become delinquent, all taxes and assessments of every nature affecting the Premises, and all other charges and encumbrances which now are, or hereafter shall be, or appear to be a lien upon the Premises or any part thereof. In default thereof, Mortgagee may (but shall not be obliged to) pay and discharge such taxes, assessments, charges and encumbrances, and pay such sums of money as it may deem necessary therefor, and shall be the sole judge of the validity, legality or priority thereof; and every payment so made shall bear interest at the maximum legal rate and be secured by the lien of this Mortgage.

4. Mortgagor will permit, commit or suffer no waste, impairment or deterioration of the Premises and will keep and maintain all improvements now or hereafter on the land in sound condition and good repair; and no building shall be removed, demolished or substantially altered nor shall any fixture or articles of personal property covered by this Mortgage be removed without written consent of Mortgagee. Should Mortgagor fail to make such necessary repairs, then Mortgagee may, at its option, make such repairs or remedy any waste, and any such sums expended by Mortgagee shall be immediately due and payable and shall bear interest at the maximum legal rate and shall be secured by the lien hereof.

5. Mortgagor shall take no action to amend the zoning or land use designation, or any approved master or site plan, for the Premises, without Mortgagee's prior written consent, which consent may be withheld in Mortgagee's sole and absolute discretion.

6. Mortgagor shall keep the buildings and improvements now or hereafter comprising part of the Premises and articles of personal property covered by this Mortgage insured against loss by fire and other losses normally covered by an extended coverage endorsement, and against flood loss and loss by such other hazards as may be from time to time required by Mortgagee, in such form and amounts and in such companies approved by Mortgagee and naming Mortgagee as an additional insured. All policies of insurance which insure against any loss or damage to the Premises shall provide for loss payable to Mortgagee, without contribution by Mortgagee, pursuant to New York Standard or other mortgagee clause satisfactory to Mortgagor from becoming a coinsurer under the terms of the applicable policy, or the amount of the Note, whichever is greater. Mortgagor agrees in the event of any loss under any policy of insurance, that the proceeds shall be paid directly to Mortgagee and Mortgagee may, in its sole discretion, apply the amount so collected, or any part thereof, on the Secured Indebtedness in whatever manner Mortgagor fails so to insure as herein agreed, Mortgagee is hereby authorized to (but is not obliged to) procure and pay for such fire or other insurance; and every payment shall bear interest from the date thereof at the maximum legal rate and shall be secured by the lien hereof.

7. The Secured Indebtedness shall become due and payable, at the option of Mortgagee, without notice or demand, after default in the payment of any installment of principal or interest on the Note, or after default in the payment of any tax, assessment or insurance premium, or after default in the performance of any covenant herein or in any other Loan Document delivered to Mortgagee in connection with the Note or other Secured Indebtedness, and the Mortgage be foreclosed, and all costs and expenses of collection of said monies by foreclosure or otherwise, including attorney's fees (as defined in the Note) and costs of abstract of title, title insurance policy, or other title expense, shall be paid by Mortgagor and secured hereby. For purposes hereof, "Loan Document" shall mean the Note, this Mortgage and any other documents between Mortgagor and Mortgagee related to the Secured Indebtedness.

8. If suit is instituted to foreclose this Mortgage or to enforce payment of any Secured Indebtedness, or the performance of any covenant or obligation hereunder, Mortgagee shall be entitled to the appointment of a receiver to take charge of the Premises, to collect the rents, issues and profits therefrom, and to complete any construction and care for the Premises, without proving insolvency, or any other grounds for extraordinary relief, and Mortgagor hereby consents to such appointment ex parte without notice, and such appointment shall be made by the court having jurisdiction thereof to the full extent permitted by law and without reference to the adequacy of the security, or to the solvency or insolvency of Mortgagor; and all rents, profits, incomes, issues and revenues of the Premises are hereby assigned and pledged as further security for payment of the Secured Indebtedness with the right on the part of Mortgagee at any time after default hereunder to demand and receive the same and apply the same to the Secured Indebtedness.

9. If foreclosure proceedings of any other mortgage, security agreement, or any other lien of any kind shall be instituted in regard to the Premises, or should Mortgagor default in any other loan from Mortgagee to Mortgagor, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the Secured Indebtedness due and payable.

10. If the Premises, or any part thereof, shall be condemned or taken for public use under powers of eminent domain, Mortgagee shall have the right to demand that all money awarded for the appropriation thereof, or damage to the Premises, shall be paid to Mortgagee up to the amount of the outstanding Secured Indebtedness and may be applied upon the payment last payable under this Mortgage and the obligation secured hereby. Such condemnation or application shall not otherwise affect or vary the obligation of Mortgagor to pay the Secured Indebtedness.

11. Mortgagee may, from time to time, extend the time of payment of the Note to subsequent owners of the Premises, without notice to or request from the makers of the Note, and any such extension of time of payment shall not release the makers from liability on the Note.

12. If, after this date there is enacted any law deducting from the value of the Premises for the purpose of taxation the amount of any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the property, or the manner thereof, then, and in any such event, Mortgagor upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to become due and payable sixty (60) days from the giving of such notice.

13. Mortgagee and any persons authorized shall have the right to enter and inspect the Premises at all reasonable times.

14. All covenants and stipulations herein shall bind the heirs, executors and administrators, successors and assigns of Mortgagor and shall inure to the benefit of and be available to the successors and assigns of Mortgagee.

15. The word "Mortgagor," if it appears hereby that there is more than one, shall, wherever herein used, be construed in the plural; and all the covenants, agreements and undertakings, herein set forth, shall be joint and several. If any provision of this Mortgage or any other Loan Document, or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

16. If conveyance or lease of any interest in the Premises or any portion thereof or further encumbrance thereof should be made by Mortgagor without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole and absolute discretion, and at the option of Mortgagee and without notice to Mortgagor, the Secured Indebtedness shall immediately become due and payable in full whether the same is so due and payable and otherwise in default by the specific terms hereof or not.

17. To the extent permitted by law, Mortgagor hereby waives all right of homestead and exemption granted by the Constitution and laws of Iowa. It is specifically agreed that time is of the essence of this Mortgage.

18. Any indulgence or departure at any time by Mortgagor, its successors or assigns, from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Mortgagor. No act of omission or commission of Mortgagee, including, without limitation, any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver, release or modification of the same, any such waiver, release or modification to be effected only through a written document executed by Mortgagee and then only to the extent specifically

recited therein.

19. In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

If Mortgagor (or the then fee owner of the Premises) should become a debtor under any bankruptcy law, either voluntary or involuntary, or should a receiver be appointed for Mortgagor or should Mortgagor become subject to a plan or arrangement under the Bankruptcy Code, or should Mortgagor commit an act of bankruptcy, then and in any one of such events, this Mortgage and the Note for which the same is given to secure and all other Secured Indebtedness shall become immediately due and payable and Mortgagee shall have the right at its option to immediately foreclose this Mortgage without notice.

Mortgagor will defend, at its own cost and expense, and indemnify and hold Mortgagee harmless from, any action, proceeding or claim affecting the Premises, the Note, Mortgage or any other Loan Document. Costs and expenses will include all reasonable attorney's fees (as defined in the Note).

If Mortgagor neglects or refuses to act pursuant to this Section, Mortgagee, at its option (whether electing to declare the entire Secured Indebtedness due and collectible or not, or to pursue other remedies for an Event of Default), may pay for all reasonable attorney's fees (as defined in the Note), costs and expenses incurred in any such action. All such payments, bearing interest thereon from the time of payment at the maximum rate of interest permitted by law, shall be deemed a part of the Secured Indebtedness and shall be immediately due and payable by Mortgagor to Mortgagee.

20. Mortgagor warrants and represents that Mortgagor has complied, and shall hereafter comply, with all valid laws, rules, ordinances and regulations of the federal, state and local governments, and all agencies and subdivisions thereof, which laws, rules, ordinances and regulations apply or relate to the Premises, the development, construction and improvements existing or contemplated thereon or as a part thereof, and the use, lease, sale or other disposition of the Premises, or parts thereof, or the improvements now or hereafter located thereon or a part thereof, including, but not limited to all such laws, rules, ordinances, and regulations regarding land use, zoning, building, subdivision, environment, OSHA, pollution and sales practices.

21. In no event shall the amount of interest due or payments in the nature of interest payable in regard to the Note, other Secured Indebtedness or hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by Mortgagor or received by Mortgagee, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify Mortgagee, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

22. If there is a default hereunder or under the Note or any other Loan Document, Mortgagee shall have, in addition to the rights and remedies specified herein, all other rights and remedies provided by law, in the Note or in any other Loan Document. The remedies of Mortgagee, as provided herein or in the Note, or any other Loan Document, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor may arise. A waiver or release with reference to any one event shall not be construed as continuing as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event.

Homestead Exemption Waiver. I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this security instrument, I voluntarily gives up my right to this protection for this mortgaged property with respect to any claims based upon this security instrument.

Date May 17, 2025

Gregory Rosa-Member/Manager By:

[Remainder of Page Left Intentionally Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, Mortgagor has duly signed, sealed and executed this instrument in the presence of the subscribing witnesses the day and year first aforesaid.

Signed, Sealed & Delivered in the Presence of:

MORTGAGOR:

Signature

Print Name

Rosa Properties LLC

m, manager By: Name: Gregory Rosa

Title: Member/Manager

Signature

Print Name

STATE OF <u>IOWA</u> COUNTY OF <u>POLK</u>

I, the undersigned Notary Public for the State of <u>Iowa</u>, do hereby certify that <u>Gregory Rosa</u>, as <u>Manager</u> of Rosa Properties LLC, BY Gregory Rosa a [STATE][ENTITY], personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this <u>9th</u> day of <u>June</u>, 2025.

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RIAL	ANTHONY D. DAVIS
i AF	Commission Number 792835 My Commission Expires
4WO	October 22, 2027

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Notary Public, State of <u>Iowa</u> Notary Name Printed: <u>Anthony D. Davis</u> My commission expires: <u>10/22/27</u>

Exhibit "A"

The North Half (1/2) of Lot Four (4) in Block Twenty-seven (27) of the Original Town of Winterset, Madison County, Iowa Property more commonly known as: 103 S 3rd St, Winterset, IA, 50273

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