

**DELAWARE-MUNCIE METROPOLITAN PLAN COMMISSION
PROPOSED ZONING CHANGE APPLICATION**

Jurisdiction: (Check One)

Submitted: 12/18/2024

Delaware County

Case No.: MPC 03-257

City of Muncie

(1) Applicant: Mary Phillips Calvin Carroll Amy Spangler

Address: 2524 S Macedonia Ave Phone: 7652834299
Muncie, IN 47302

(2) Record of Applicant's Ownership:

A. By Deed:
Deed Book No. & Page No.: _____
Date of Deed: _____

B. By Recorded Contract:
Misc. Book No. & Page No.: 2022R18439
Date of Contract: 12-14-2022

C. By Unrecorded Contract:
Date of Contract: _____
Name of Contract Seller: _____
Book No. & Page No. Of Deed in Seller's Name: _____

(3) Legal Description of Property for which rezoning is requested: (From the Deed or Abstract).
**CARROLLS SUBDIVISION REPLAT OF S50FT LOTS 7 & 8 IN WALLS 1ST
EUREKA ALLOTMENT & PT S23 T20 R10 .45AC LOT 2**

(4) Common Address of Property Involved:
2524 S Macedonia Ave, Muncie, IN 47302

(5) Proposed zoning change: (Give exact zone classification.)

From the BV VARIETY BUSINESS ZONE Zone
To the R-3 RESIDENCE ZONE Zone

- (6) Intent and Purpose of Proposed Change: (Specify use contemplated on property.)
Selling Property as residential.
- (7) Will the Owner develop the property for the use specified in Item 6 or does owner intend to sell property for the purpose specified.
Property will be sold as a residence.
- (8) State how the proposed change will not adversely affect the surrounding area.
Area is primarily residential.
- (9) Will certain variances be requested if the proposed zoning change is granted?
(If yes, list the variances)
No.
- (10) Has the applicant provided stamped, addressed envelopes to send notices of this rezoning to all the property owners within 300 feet? Yes
Has the applicant discussed this rezoning with those owners personally? No
(If answer is yes, give their attitudes toward the rezoning.)
- (11) Are there any restrictions, easements, and/or covenants governing the property prohibiting its use for the purpose specified in this application?
(If answer is yes, attach copy of it and/or explain.)
No

AFFIDAVIT

(I or We) Calvin & Carol & Amy Spangler being duly sworn, depose and say that I/We am/are the owner(s)/contract owner(s) and contract seller(s) of property involved in this application and that the foregoing signatures, statements, and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my/our knowledge and belief.

SIGNATURES: [Signature] [Signature]

Subscribed and sworn to before me this 18 day of December, 20 24.

[Signature]
Notary Public

05/02/2031
My Commission Expires



Justin M Wallen, Notary Public
Delaware County, State of Indiana
Commission No: NP0748660
My Commission Expires 05/02/2031

DO NOT WRITE IN THIS SPACE

The foregoing application has been inspected by me and was submitted to the Delaware-Muncie Metropolitan Plan Commission Office in accordance with all the formal requirements. If properly advertised by the applicant, this application will be heard by the Plan Commission in Public hearing on the 9 day of January, 20 25.

Signed [Signature]

Date 12-31-24

Carroll's Subdivision
 Being a Replat of the South 50 feet of Lots 7 and 8 in Wall's First Eureka Allotment
 and a Part of Section 23, Township 20 North, Range 10 East

DELAWARE COUNTY, INDIANA
 A SUBDIVISION
 IN SECTION 23, TOWNSHIP 20 NORTH, RANGE 10 EAST,
 CENTER TOWNSHIP, DELAWARE COUNTY,
 INDIANA

Affiant, Colin Carroll, states he and Amy Sponglar were duly and legally married at the time they acquired title as husband and wife by Warranty Deed recorded June 29, 2022 recorded in instrument number 2022R09815 in the office of the Recorder of Delaware County, Indiana. That the marital relationship which existed between them at the time they acquired title to said real estate remained in effect until the date of their divorce, which was entered in the office of the Court of the State of Indiana on August 3, 2023, at which time this affidavit acquired title to the real estate as surviving tenant, and is one of same in fee simple.

OWNERS CERTIFICATE
 The undersigned owners, Colin Carroll and Amy Sponglar, of the real estate shown and reserved herein, do hereby certify that they, by oil, plat subdivision into lots, and dedicate the road to the public hereat in accordance with the plat herein. This subdivision shall be known as Carroll's Subdivision, a subdivision in Center Township, Delaware County, Indiana. Witness our hands this 21st day of October, 2024.

Colin Carroll
 Amy Sponglar

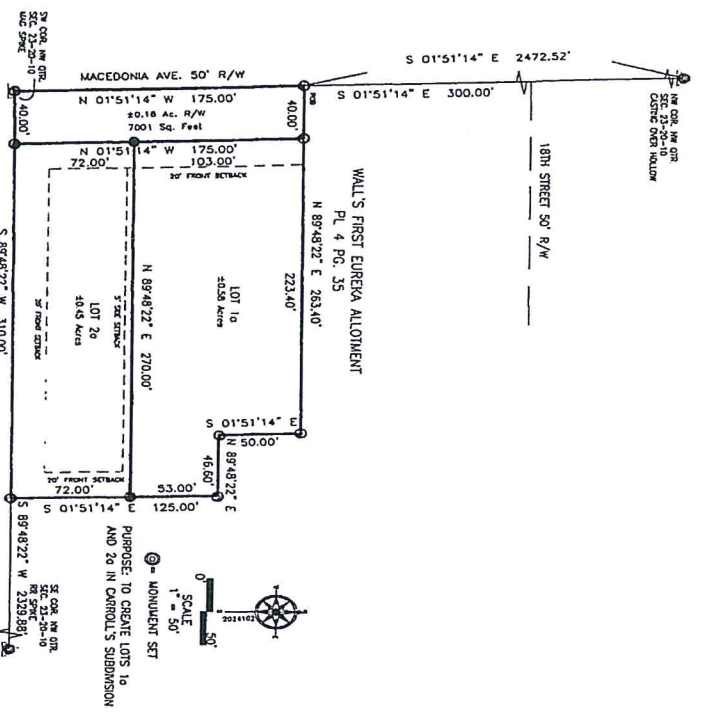


Before me, a Notary Public in and for said County and State, personally appeared Colin Carroll and Amy Sponglar, who acknowledged the execution of the foregoing plat, to be voluntary act and deed this 21st day of October, 2024.

By Commission expires: 5/21/2032 Resident of Henry County, IN

The undersigned contract purchaser, Sunset Property Management LLC, of the real estate shown and reserved herein, do hereby certify that they, by oil, plat subdivision into lots, and dedicate the road to the public hereat, in accordance with the plat herein. This subdivision shall be known as Carroll's Subdivision, a subdivision in Center Township, Delaware County, Indiana. Witness our hands this 21st day of October, 2024.

Notary Public
 Henry W. Smith
 Notary Public
 State of Indiana
 County of Delaware



Beginning of a point on the North line and the South Section line between Section 22 and Section 23, Township 20 North, Range 10 East, 300 feet South of the center line of 18th Street; thence East 51 minutes 14 seconds East 500 feet to a 3/8-inch rebar; thence North 89 degrees 48 minutes 22 seconds East 46.80 feet to a 5/8-inch rebar; thence South 01 degrees 51 minutes 14 seconds East 123.00 feet to a 5/8-inch rebar on the south line of the said Northwest Quarter; thence South 89 degrees 48 minutes 22 seconds West 310.00 feet along said line to a mag spike marking the Southwest Corner said Quarter Section; thence South 89 degrees 48 minutes 22 seconds West 175.00 feet along the West line of said Quarter Section to a mag nail being the point of beginning and containing 1:18 acres more or less.



I hereby certify that to the best of my information, knowledge and belief the within plat represent a survey, executed according to survey requirements in 88S No. 1-12-7 made under my suspension and completed on March 21, 2024.

Registered Land Surveyor
 Hudson L. Ashlin
 License No. CSB0040149

BOARD OF WORKS: THIS IS TO CERTIFY that the Board of Public Works and Safety for the City of Muncie, Indiana, hereby approves and accepts the dedication of public lands and public improvements within the foregoing plat of Carroll's Subdivision.

DATED this 21st day of October, 2024.

[Signature]
 Member

Duly Entered for Registration
 Transfer Fees \$ 500.00

Recorder of Delaware County
 OCT 22 2024

COUNTY RECORDER
 Received for record and recorded this 22nd day of October, 2024.

Recorder of Delaware County



2024R14456
 JAN SMOOT
 DELAWARE COUNTY RECORDER
 RECORDED ON
 10/22/2024 03:21 PM
 REC FEE 25.00
 PAGES: 1
 RECORDED AS PRESENTED

TX: 4229910
 DCCID: 0399827

DULY ENTERED FOR TAXATION
TRANSFER FEES \$ 20.00
Jun 29 2022 - ER
Kevin J. Cuyper NC/ND
DELAWARE COUNTY AUDITOR

2022R09815
MELANIE MARSHALL
DELAWARE COUNTY RECORDER
RECORDED ON
06/29/2022 01:54 PM
REC FEE 25.00
PAGES: 3
RECORDED AS PRESENTED

~~DULY ENTERED FOR TAXATION
TRANSFER FEES \$ 20.00
Jun 24 2022 - ER
Kevin J. Cuyper
DELAWARE COUNTY AUDITOR~~

~~2022R09567
MELANIE MARSHALL
DELAWARE COUNTY RECORDER
RECORDED ON
06/24/2022 11:04 AM
REC FEE 25.00
PAGES: 3
RECORDED AS PRESENTED~~

NOTE: This document is being re-recorded
to correct grantor names.

7180 S CR 300W, Muncie, IN 47302
Mail Tax Statements To Grantee At: 2506 South Macedonia Avenue, Muncie, IN 47302

CO-PERSONAL REPRESENTATIVES' DEED

THIS INDENTURE WITNESSETH, that Robert W. Marshall and Brian L. Marshall are the co-personal representatives of the estate of Lela Christine Marshall a/k/a Lela C. Marshall, deceased. This estate is pending as Cause Number 18C01-2203-EU-55 in Delaware County, Indiana. These co-personal representatives, by virtue of the power given a personal representative under Indiana Law, HEREBY DISTRIBUTE to Calvin Carroll and Judy Carroll, as husband and wife, and Amy Spangler, as joint tenants with right of survivorship the following real estate in Delaware County, Indiana;

SEE ATTACHED LEGAL DESCRIPTION.
Parcel Numbers: 18-11-23-153-025.000-003 and 18-11-23-153-005.000-003. Commonly known as 2506 South Macedonia Avenue, Muncie, IN 47302 and 2522-2524 South Macedonia Avenue, Muncie, IN 47302.

IN WITNESS WHEREOF, the undersigned Robert W. Marshall and Brian L. Marshall, as co-personal representatives of the estate of Lela Christine Marshall a/k/a Lela C. Marshall, have executed this Co-Personal Representatives' Deed this 22nd day of June, 2022.

*Grantor represents that Lela Christine Marshall acquired title to said real estate with Walter C. Marshall as husband and wife and they remained married until his death on 1/3/1998.

Robert W. Marshall

(Robert W. Marshall) Co-Personal Representative

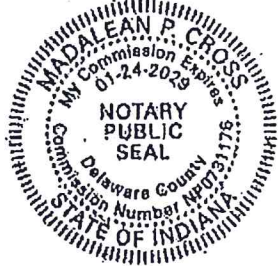
Brian L. Marshall

(Brian L. Marshall) Co-Personal Representative

STATE OF INDIANA, DELAWARE COUNTY, SS:

Before me, the undersigned notary public, personally appeared Robert W. Marshall and Brian L. Marshall, Co-Personal Representatives of the Estate of Lela Christino Marshall a/k/a Lela C. Marshall, and each acknowledged the execution of the foregoing Co-Personal Representatives' Deed.

WITNESS my hand and notarial seal this 22nd day of June, 2022.



Madalean P. Cross
_____) Printed Name
Notary Public

This instrument prepared by Chip A. Alexander, Attorney at Law. "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Chip A. Alexander."

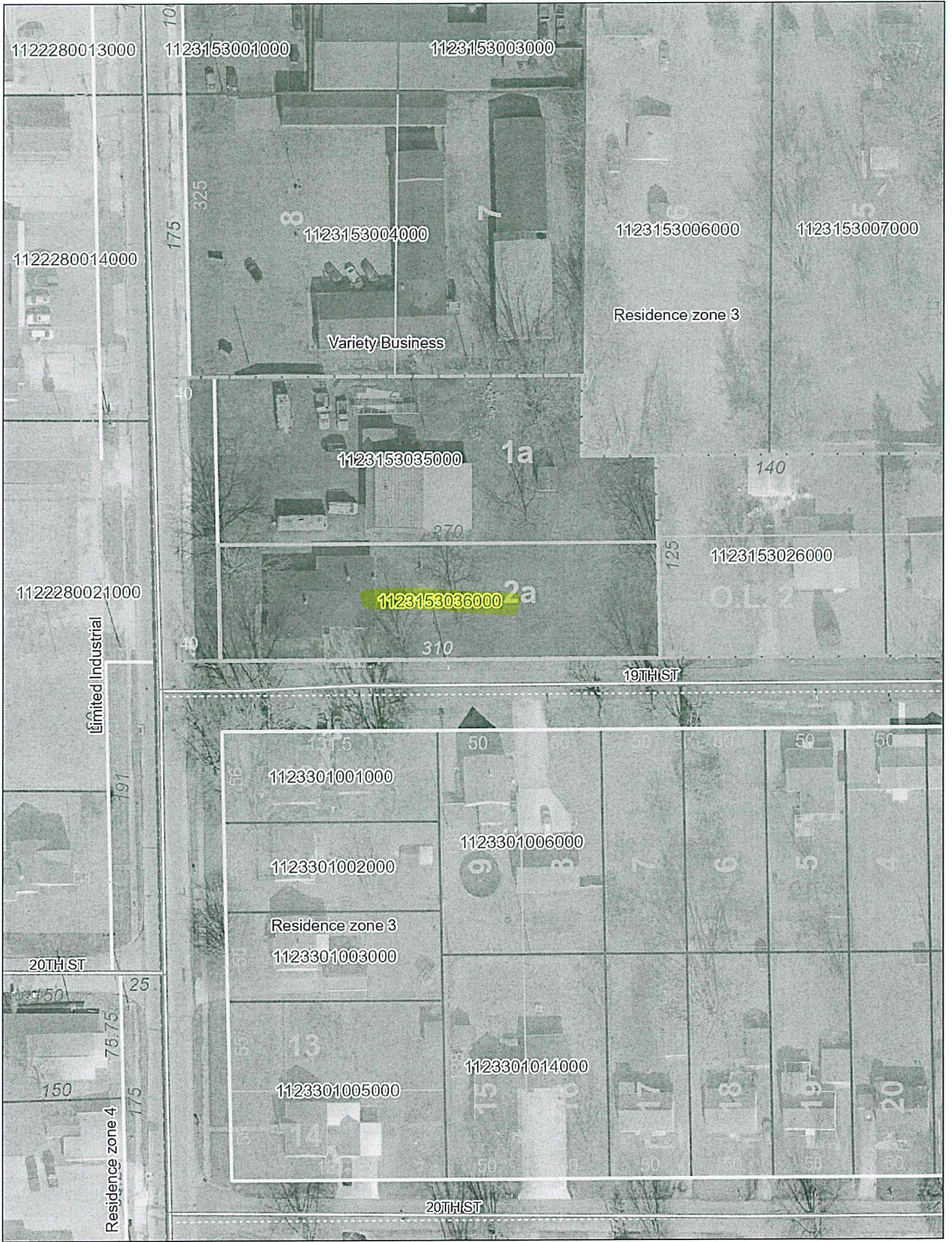
EXHIBIT "A"
LEGAL DESCRIPTION

Tract 1: A part of the Northwest Quarter of Section 23, Township 20 North, Range 10 East, more particularly described as follows: Beginning at a point on the North and South Section line between Section 22 and Section 23, Township 20 North, Range 10 East, 125 feet South of the center line of 18th Street; thence in a Southerly direction along and parallel to the above said North and South Section line a distance of 225 feet; thence in an Easterly direction parallel to the center line of 18th Street, 263.4 feet; thence in Northerly direction parallel to the above said East line, 225 feet; thence in a Westerly direction parallel to the said center line of 18th Street, 263.4 feet to the place of beginning. 25.0 feet North and South off of the entire West end to be left open for a public street, (Macardonia Avenue). The above described real estate is also described 225 feet of equal width off the entire South ends of Lots numbered 7 and 8 in Wall's First Eureka Allotment of Center Township, Delaware County, Indiana, as recorded on page 35, of Plat Book 4, of the record of plats of Delaware County, Indiana.

Excepting: A part of the Northwest Quarter of Section 23, Township 20 North, Range 10 East, more particularly described as follows, to-wit: Beginning at a point in the West line of said Northwest Quarter, 125.0 feet South of the center line of 18th Street and running thence South on said West line 175.0 feet; thence East parallel with the center line of said 18th Street 263.4 feet; thence North parallel with said West line 175.0 feet; thence West parallel with the center line of said 18th Street 263.4 feet to the point of beginning. 25.0 feet of equal width off of the entire West side of the above described tract is reserved for right-of-way of Macardonia Avenue.

The above described real estate is also described as 225.0 feet of equal width off of the entire South ends of Lots numbered 7 and 8 in Wall's First Eureka Allotment of Center Township, Delaware County, Indiana as recorded on page 35 of Plat Book 4 of the record of Plats of Delaware County, Indiana. Except 50.0 feet of equal width off of the entire South ends of said Lots Numbered 7 and 8.

Tract 2: A part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 20 North, Range 10 East, described as follows: Beginning at the Southwest corner of the said Southwest Quarter of the Northwest Quarter Section and running thence East on the South line thereof 450 feet; thence North parallel with the West line of said Northwest Quarter Section 25, 125 feet; thence West parallel with the South line of the said Northwest Quarter Section 450 feet to the West line of the said Northwest Quarter Section, thence South on the said West line of said Northwest Quarter Section 125 feet to the Southwest corner of the Southwest Quarter of the said Northwest Quarter Section and the place of beginning, containing therein 1.291 acres, more or less. Excepting therefrom the following described real estate: A part of the Southwest Quarter of the Northwest Quarter of section 23, Township 20 North, Range 10 East, described as follows: Beginning at a point 310.8 feet East of the Southwest corner of said Quarter Quarter and running thence East on the South line thereof 140 feet; thence North parallel with the West line of said Quarter Quarter 125 feet; thence West parallel with said South line 140 feet; thence South parallel with the West line of said Quarter Quarter 125 feet to the place of beginning, containing .40 acres, more or less.



1122280013000

1123153001000

1123153003000

1122280014000

1123153004000

1123153006000

1123153007000

Residence zone 3

Variety Business

1123153035000

1a

140

1122280021000

1123153036000

2a

1123153026000

Limited Industrial

19TH ST

1123301001000

1123301006000

1123301002000

Residence zone 3

1123301003000

20TH ST

1123301005000

1123301014000

Residence zone 4

20TH ST

25 pay 26

Log In: pmorrison (0)

eAssessor eAuditor eTreasurer eOffice

Quick Search

11-23-153-036.000-003 2025 CARROLL CALVIN & AMY SPANGLER — AS OF 10/22/24 2522 S MACEDONIA AVE COMMER

- Parcel Search
- Parcel Info
- Owners
- Sales
- Deductions
- Tax Display
- Error Correction
- Judgment Info
- Property Listing
- Surplus
- AV Change

i PLAT/REPLAT FOR 25/26

Current Tax Season 2025 Payable 2026



Parcel and Map Information

Parcel and Map Information

Parcel Number: 11-23-153-036.000-003 Plat Bk Page:

Property Class: COMMERCIAL Status: Active

Sub Class: OTHER COMMERCIAL STRUCTURES-499

Legal: CARROLLS SUBDIVISION REPLAT OF S50FT LOTS 7 & 8 IN WALLS 1ST EUREKA ALLOTMENT & PT S23 T20 R10 LOT 2

Notes



Note: SPLIT NEW#181123153036000003 FROM 181123153025000003 FOR 25/26. ASHTON PLAT (OR#2024102/SI R2024R14455)

PRC Note Public

Created By: epickett

Created On: 11/4/2024

Parcel Location

Full Address 1: 2522 S MACEDONIA AVE

Full Address 2:

City: MUNCIE State: Indiana

Zip: 47302 - Address Form: Full

Secondary

Tax District

Name: 003 MUNCIE Description: MUNCIE

CAMA Neighborhood

Name:

Description:

CAMA Neighborhood Values

Tax Information

Tax Summary

Type	Unpaid
Current Due:	\$0.00
Total Due:	\$0.00

Tran Hist

Tax Sum

Payment History

Type	Charge	Paid	AC	Unpaid
Total:	\$0.00	\$0.00	\$0.00	\$0.00

Penalty Option

E-RECORDED simplified
ID: 2022R18439
County: Delaware
Date: 12-14-22 Time: 10:21

LAND CONTRACT

THIS LAND CONTRACT ("Contract") has been executed this 12th day of December, 2022, by Calvin Carroll and Judy Carroll, husband and wife, and Amy Spangler, as joint tenants with right of survivorship, ("Vendor") and Sunset Property Management LLC ("Purchaser"):

WITNESSETH that the parties agree as follows:

Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the following described real estate, together with all improvements and personal property and equipment thereon or belonging thereto, located in DELAWARE COUNTY, INDIANA ("Real Estate"), being more particularly described as follows:

See attached Exhibit "A",

Parcel No.: 18-11-23-153-025.000-003, 18-11-23-153-005.000-003

commonly known as 2506, 2522-2524 S. Macedonia Ave., Muncie, IN 47302, all upon the following covenants, terms and conditions:

1. PURCHASE PRICE AND MANNER OF PAYMENT

- (a) PURCHASE PRICE. The Purchase Price for the Real Estate shall be the sum of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) ("Purchase Price"), which Purchaser agrees to pay Vendor in accordance with the terms and conditions of this Contract, without relief from valuation and appraisal laws and with reasonable attorneys' fees after default and referral to an attorney for collection.
- (b) MANNER OF PAYMENT: THE PURCHASE PRICE SHALL BE PAID IN THE FOLLOWING MANNER:
- (1) The down payment sum of Forty Thousand and 00/100 (\$40,000.00) shall be paid at Contract execution, the receipt of which is hereby acknowledged.
 - (2) The remaining unpaid balance of the Purchase Price ("Contract Balance") shall be paid to Vendor by Purchaser, together with interest at the rate of Ten Percent (10.0%) per annum ("Per Annum Rate"), as follows:

- (i) In equal monthly installments of One Thousand Two Hundred Thirteen and 95/100 Dollars (\$1,213.95), which installment payments shall commence on the 1st day of October, 2022, and shall continue thereafter on the 1st day of each successive month until the entire Contract Balance is paid in full; the monthly payment provided above is due and payable on the date specified and in the event it shall not be made within 10 days of said specified date, there shall be a late penalty of \$60.00 for each monthly payment not timely made. Notwithstanding anything to the contrary contained in this contract, the entire balance shall be due and payable on or before September 1, 2030.
- (3) Purchaser may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall relieve Purchaser from continuing to make scheduled payments as they become due and payable.
- (4) All payments shall be made to Vendor at 7280 S. CR 300 West, Muncie, IN 47302, or at such other place or person as Vendor may direct by written notice to Purchaser.

2. TAXES AND INSURANCE

- (a) Taxes. Purchaser shall assume real estate property taxes for the first half of the year 2022 due and payable May 10, 2023 and thereafter. Vendor covenants and agrees to pay, prior to delinquency, all prior taxes on the Real Estate. Purchaser, upon written notice to Vendor and at Purchaser's expense may contest on Vendor's and Purchaser's behalf, any changes of the assessed valuation of the Real Estate. Vendor shall forward or cause to be forwarded to Purchaser a copy of all statements for real estate taxes on the Real Estate payable by Purchaser, as received, and Purchaser shall provide to Vendor, upon request, evidence of payment of such taxes.
- (b) Assessments. Purchaser shall pay all assessments for municipal and other improvements becoming a lien after day of closing.
- (c) Insurance. Purchaser agrees to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Real Estate, in an amount not less than full replacement cost with Vendor listed as an additional insured and loss payee ("Required Insurance"). The Required Insurance shall be issued in the names of Purchaser with Vendor listed as loss payee and shall provide that the insurer may not cancel or materially change coverage without ten (10) days prior written notice to Vendor. Purchaser shall provide Vendor with such proof of insurance coverage as Vendor from time to time shall reasonably request. Except as otherwise may be agreed in writing any insurance proceeds received as payment for any loss or damage to the Real Estate covered by Required Insurance shall be applied to restoration

and repair of the loss or damage in such fashion as Vendor reasonably may require, unless such restoration and repair is not economically feasible or there exists an uncured Event of Default by Purchaser under this Contract on the date of receipt of such proceeds, in either of which events, the proceeds may be applied, at Vendor's option, toward prepayment of the Contract Balance, with any excess to be paid to Purchaser.

Payment by Vendor. Upon failure of Purchaser to pay taxes or assessments on the Real Estate or to provide insurance as required under this Contract, Vendor, upon written notice to Purchaser, may pay such taxes or assessments or obtain and maintain such insurance and add the costs thereof to the Contract Balance.

3. POSSESSION.

Vendor shall give Purchaser full and complete possession of the Real Estate on the day of closing.

4. EVIDENCE OF TITLE.

Vendor shall provide purchaser a warranty deed to said real estate at Vendor's expense upon payment in full of the Purchase Price. Any title work required by Purchaser shall be at the expense of the Purchaser.

5. WARRANTIES OF VENDOR.

Vendor hereby warrants that Vendor has good and merchantable title to Real Estate free and clear of any and all liens, leases, restrictions, and encumbrances, except as follows:

- (i) Easements and restrictions of record.
- (ii) Current real estate taxes not yet delinquent.
- (iii) Matters which would be disclosed by an accurate title search or survey.

Vendor further represents and warrants the following as of the date hereof:

Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser; Vendor has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed; the improvements upon the real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon; there are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate; there is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate; and Seller is neither principal nor surety on any bond payable to the State of Indiana.

6. VENDOR'S RIGHT TO MORTGAGE REAL ESTATE.

Vendor shall have the right, without Purchaser's consent but after providing purchaser written notice, to further encumber the Real Estate with a mortgage or place a lien on the title. In all events, the balance due in respect of any such mortgage at no time shall exceed the unpaid balance of the Purchase Price, and the monthly mortgage payment shall not exceed the payment provided for under the terms of this Contract. If Vendor encumbers the Real Estate by a mortgage, or the Real Estate is on the date of this Contract so encumbered, and Vendor defaults thereunder, Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this Contract. Vendor shall pay all amounts due under any such mortgage when due and shall pay, discharge and obtain the release of any such mortgage upon Purchaser's payment in full of the Contract Balance and all interest accrued thereon.

7. TRANSFER OF PURCHASER'S INTEREST - COMDEMNATION.

Purchaser's interest in this Contract and Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered, or transferred by Purchaser without the written consent of Vendor. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable with respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Vendor. Such proceeds shall be applied, at Vendor's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if by electing to apply part of any such award or compensation against the Contract Balance, The Contract Balance is paid in full, then Vendor shall pay the balance to Purchaser.

8. MECHANIC'S LIENS.

Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Purchaser. If such a Statement of Intention to hold a Mechanic's Lien shall be filed, Vendor, at Vendor's option, may compel the prosecution of an action for the foreclosure of such a Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Vendor, shall cause the lien to be released at Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for, the performance of any labor or services of the furnishing of materials for the improvement, alteration or repairing of the Real Estate; nor as giving the Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

9. INDEMNIFICATION AND RELEASE.

Regardless of whether or not separate, joint or concurrent liability may be imposed upon Vendor, Purchaser shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected against by insurance. If Vendor, without fault, shall become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Vendor harmless. The indemnification provided by this paragraph shall include all legal costs and attorney's fees incurred by Vendor in connection with any such claims, actions of proceedings. Purchaser hereby releases Vendor from all liability for any accident, damage or injury caused to person or property on or about the Real Estate (excepting liability of Vendor for Vendor's negligence) and notwithstanding whether such acts or omissions be active or passive.

10. USE OF THE REAL ESTATE BY PURCHASER; VENDOR'S RIGHT OF INSPECTION; PURCHASER'S RESPONSIBILITY FOR ACCIDENTS.

- (a) Use. None of the improvements now or hereafter located on the Real Estate shall be materially changed, remodeled, or altered without the prior written consent of the Vendor. No additional improvements shall be placed on the Real Estate without the prior written consent of Vendor. Purchaser, at Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. Purchaser shall not commit waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof. Vendor's consent under this section shall not be unreasonably withheld.
- (b) Vendor's Right of Inspection. Until the Purchase Price and all interest thereon is paid in full, Vendor from time to time and at reasonable times, peaceably may enter and inspect the Real Estate.
- (c) Purchaser's Responsibility for Accidents. Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from Purchaser's use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying standard liability insurance, in an amount not less than \$1,000,000.00 combined single limit, insuring Vendor's liability as well as the Purchaser's.

11. DEFAULT AND ACCELERATION.

It is expressly agreed by Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter, the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of Vendor, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by Purchaser, and Vendor shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Land

Contract, and as may be necessary or appropriate to protect Vendor's interest under this Contract and in and to the Real Estate. The following shall constitute an "Event of Default" for purposes of this Contract.

- (a) Default by Purchaser for a period of 30 days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Contract are payable by Purchaser, or (iii) any premium for insurance required by the terms of this Contract to be maintained by the Purchaser;
- (b) Default, for a period of 30 days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this Contract.
- (c) Lease or encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate;
- (d) Purchaser (i) institutes or consents to any proceedings in insolvency, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any insolvency law or laws relating to the relief or reorganization of debtors, (ii) files an answer admitting bankruptcy or insolvency or in any manner is adjudged insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due; provided however, this paragraph (d) shall not apply to any proceedings in bankruptcy.
- (e) Any part of Real Estate or all or a substantial part of the property or assets of Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee;
- (f) Desertion or abandonment of the Real Estate, or any part thereof, by Purchaser;
- (g) Actual or threatened alteration, demolition or removal of any improvements which are part of the Real Estate, except as expressly allowed by the terms of this Contract.
- (h) Sale, transfer, conveyance or other disposition of Purchaser's interest in this Contract or Purchaser's interest in the Real Estate, or any part thereof, without Vendor's prior written consent.

In the event Purchaser deserts or abandons the Real Estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to Vendor under and by virtue of this Contract, then, it is expressly agreed by Purchaser, that unless Purchaser shall have paid more than Twenty-five per cent (25.0%) of the Purchase Price, Vendor may, at

Vendor's option, cancel this Contract and take possession of the Real Estate and remove Purchaser therefrom, or those holding or claiming under Purchaser without any demand and to the full extent permitted by applicable law. In the event of Vendor's cancellation upon such default by Purchaser, all rights and demands of Purchaser under this Contract and in and to the Real Estate shall cease and terminate and Purchaser shall have no further right, title or interest, legal or equitable, in and to the Real Estate and Vendor shall have the right to retain all amounts paid by Purchaser toward the Purchase Price as an agreed payment for Purchaser's possession of the Real Estate prior to such default. Such retention shall not bar Vendor's right to recover damages for unlawful detention of the Real Estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by Vendor, including reasonable attorney's fees incurred by Vendor in enforcing any right hereunder or in removing any encumbrances on the Real Estate made or suffered by Purchaser.

All of Vendor's remedies shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy at any time shall not operate as a waiver of the right of Vendor to exercise any remedy for the same or any subsequent default at any time thereafter.

12. ADDITIONAL COVENANTS AND REPRESENTATIONS OF VENDOR.

Upon Payment by the Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by Purchaser of all covenants and conditions which by the terms of this Contract are to be performed by Purchaser, Vendor agrees and covenants to convey the Real Estate to Purchaser by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by Purchaser hereunder; and to any other encumbrance which, by terms of this Contract, are to be paid by Purchaser.

13. GENERAL AGREEMENT OF PARTIES.

This Contract shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the parties. This Contract shall be governed and construed and enforced under the laws of the State of Indiana and the venue for any legal action concerning said Contract shall be Delaware County, Indiana. Any party who is the prevailing party against the other party in any legal or equitable proceeding relating to this Contract shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when:

- (a) actually served on the person to be notified, or
- (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mail by certified or registered mail, postage prepaid.
 - (1) If to Vendor, at the address at which payments to Vendor are to be made. If to Purchaser, at 2524 S. Macedonia Ave., Muncie, IN 47302. Such addresses may be changed by either

party by written advice as to the new address delivered to the other party as above provided.

IN WITNESS WHEREOF, Vendor and Purchaser have executed this instrument on this 12th day of December, 2022.

Calvin Carroll
Calvin Carroll

Judy Carroll
Judy Carroll

Amy Spangler
Amy Spangler

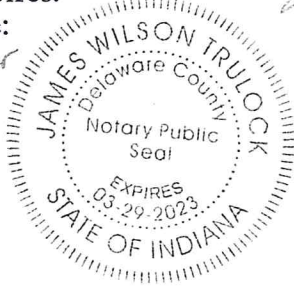
STATE OF INDIANA, COUNTY OF DELAWARE SS;

Before me, a Notary Public in and for said County and State, personally appeared Calvin Carroll and Judy Carroll, husband and wife, and Amy Spangler, as joint tenants with right of survivorship, ("Vendor") who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notary Seal this 12th day of December, 2022.

James Wilson Trulock
Notary Public

My Commission Expires: 3/29/2023
County of Residence: December



Sunset Property Management LLC

[Signature]
BY: Randy Phillips, Member

STATE OF INDIANA, COUNTY OF DELAWARE, SS;

Before me, a Notary Public in and for said County and State, personally appeared Randy Phillips, Member of Sunset Property Management LLC, ("Purchaser") who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notary Seal this 12th day of December, 2022.

[Signature]
My Commission Expires: 3/29/2023 James W. Trulock, Notary Public
County of Residence: Delaware

This instrument prepared by James W. Trulock, Attorney-at-Law.

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. James W. Trulock

