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EXHIBIT D

MEMORANDUM OF AGREEMENT

2/5 This MEMORANDUM OF AGREEMENT ("Memorandum") is made this day of November, 1994, by and between ATG CORPORATION, an Indiana corporation, whose address is One Professional Center, Suite 304, Crown Point, IN 46307 (hereinafter referred to as "ATG"), and LORIN BROWN, M.D. and HELEN BROWN, whose address is 10140 Cherrywood Ln. Munster, IN 46321 (hereinafter collectively referred to as "Brown").

Document is  
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the Lake County Recorder!

WITNESSETH.

WHEREAS, ATG is the owner of that certain real property located in the Town of Munster, County of Lake, State of Indiana, as more particularly described as follows (hereinafter referred to as "White Oak Estates"):

Block One Legal Description:

White Oak Estates, Block One, in the Town of Munster, as shown in Plat Book 74, page 65, and amended by Plat of Correction recorded in Plat Book 74, page 81, Lake County, Indiana.

Block Two Legal Description:

White Oak Estates, Block Two, in the Town of Munster, as shown in Plat Book 76, page 60, in Lake County, Indiana.

Block Three Legal Description:

White Oak Estates, Block Three, as shown in Plat Book 77, page 51, in Lake County, Indiana; and

WHEREAS, Brown is the owner of that certain real property located in the Town of Munster, County of Lake, State of Indiana, and commonly known as Lot 15 in White Oak Estates, as more particularly described as follows (hereinafter referred to as "Lot 15"):

19.00

59197  
LAWYERS TITLE INS. CORP.  
ONE PROFESSIONAL CENTER  
SUITE 215  
CROWN POINT, IN 46307

Lot 15, White Oak Estates, Block One, in the Town of Munster, as shown in Plat Book 74, page 65, and amended by Plat of Correction recorded in Plat Book 74, page 81, Lake County, Indiana; and

WHEREAS, Brown is the owner of that certian real property located in the Town of Munster, County of Lake, State of Indiana, and commonly known as Lot 16 in White Oak Estates, as more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Lot 16"); and

WHEREAS, the Developer has established certain rules and regulations governing residential construction and other matters in White Oak Estates as set forth in that certain Declaration of Covenants, Conditions and Restrictions for White Oak Estates in The Town of Munster, Lake County, Indiana, recorded in the Office of the Recorder of Lake County, Indiana on July 20, 1993 as Document No. 93046903, as supplemented by that certain First Supplemental Declaration of Covenants, Conditions and Restrictions for White Oak Estates in the Town of Munster, Lake County, Indiana, recorded in the Office of the Recorder of Lake County, Indiana on June 5, 1994 as Document No. 94042067, as further supplemented by that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for White Oak Estates in the Town of Munster, Lake County, Indiana, recorded in the Office of the Recorder of Lake County, Indiana on October 14, 1994 as Document No. 94070885 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, ATG and Brown executed that certain Agreement (the "Agreement"), dated November 19, 1994, which sets forth the terms and provisions governing the perpetual waiver of the requirement in Article II, Seciton B of the Declaration that Brown construct a "Residential Unit" (as that term is defined in the Declaration) on Lot 16; and

WHEREAS, the Agreement contemplates that the parties shall record a memorandum of the Agreement in the Office of the Recorder of Lake County, Indiana.

NOW, THEREFORE, in consideration of the execution of the Agreement, the recitals above, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency for which is acknowledged by the parties hereto, the parties hereto set forth the following with respect to the Agreement:

1. Incorporation of Agreement by Reference. The terms and conditions contained in the Agreement are incorporated into this Memorandum

by reference thereto and shall be deemed to be a part of this Memorandum as though fully set forth herein.

2. Waiver of Requirement that Brown Construct a Residential Unit on Lot 16. Subject to the satisfaction of the terms and provisions set forth in the Agreement, ATG hereby perpetually waives the requirement set forth in Article II, Section B of the Declaration that Brown construct a Residential Unit on Lot 16.

3. Governing Law. This Memorandum of Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

4. Purpose of this Memorandum of Agreement. This Memorandum of Agreement has been prepared for the sole purpose of recordation and it in no way modifies or alters any of the terms and conditions contained in the Agreement. In the event of a conflict between the terms and conditions of this Memorandum of Agreement and the Agreement, the Agreement shall govern.

5. Run With the Land. The terms and provisions of the Agreement and this Memorandum shall be deemed to be covenants that run with and bind the land as to Lot 16 and shall be and remain in effect perpetually to the extent permitted by Indiana law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the date first written above.

ATG:

ATG Corporation,  
an Indiana corporation

By: \_\_\_\_\_

Its: President

Attest: \_\_\_\_\_

Its: Secretary

BROWN:

Lorin Brown, M.D.  
Lorin Brown, M.D.

Helen Brown  
Helen Brown



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared Eric T. Gastevich and Janelle W. Kloke, the President and Secretary of ATG Corporation, organized and existing under the laws of the State of Indiana, and acknowledged the execution of the foregoing instrument for and on behalf of ATG Corporation and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 21st day of November, 1994.

Patty L. Betske  
Notary Public

My Commission Expires:

10-24-97

PATTY L. BETSKE  
NOTARY PUBLIC STATE OF INDIANA  
NEWTON COUNTY  
MY COMMISSION EXPIRES OCT 24, 1997



STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS:

I, STEPHEN M. BRENNAN, a notary public in and for said county, in the state aforesaid, do hereby certify that Lorin Brown, M.D., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 21<sup>st</sup> day of November, 1994.



STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS:

I, Stephen M. Brennan, a notary public in and for said county, in the state aforesaid, do hereby certify that Helen Brown, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 21<sup>st</sup> day of November, 1994.

Stephen M. Brennan  
Notary Public  
My Commission Expires: 9/11/95  
County of Residence: LAKE

**EXHIBIT A**

Lot 16, White Oak Estates, Block One, in the Town of Munster, as shown in Plat Book 74, page 65, and amended by Plat of Correction recorded in Plat Book 74, page 81, Lake County, Indiana.

