

3

After recording, return to:

Greg A. Bouwer

KORANSKY & BOUWER, P.C.

425 Joliet Street, Suite 425

Dyer, Indiana 46311

219.865.6700

2004 046581

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 JUN - 0 11 11 AM

MON

STATE OF INDIANA

COUNTY OF LAKE

**MEMORANDUM OF AGREEMENT OF  
PURCHASE AND SALE  
AND INTEREST IN REAL ESTATE**

THIS MEMORANDUM of Agreement of Purchase and Sale is made this 11 day of May, 2004, by **Timeless Management, Inc.**, a Texas corporation ("Timeless"), whose address is 13663 Jupiter Road, Suite 410, Dallas, Texas and **Mal Foods, Inc.**, a Texas corporation ("Mal Foods") whose address is 13663 Jupiter Road, Suite 410, Dallas, Texas 75238.

WITNESSETH:

That for and in consideration of the covenants and agreements contained in that certain Real Estate Purchase Agreement dated December 31, 2000, as amended, by and between Timeless, as Seller, and Mal Foods, as Purchaser ("Agreement"), Timeless has agreed to sell and Mal Foods has agreed to buy from Timeless, that certain real property located in the County of Lake, State of Indiana, as legally described on Exhibit A attached hereto and made a part hereof and incorporated by reference as if fully set forth herein (the "Property").

Pursuant to the terms of the Agreement, as amended, simultaneously with the execution of this Memorandum of Agreement of Purchase and Sale, Mal Foods has paid to Timeless, pursuant to the Real Estate Purchase Agreement, the necessary consideration to be used and applied pursuant to the terms of the Agreement, as amended.

Timeless hereby acknowledges that in the event of Timeless' breach and/or default under the Agreement, as amended, Mal Foods has the right to pursue any and all remedies provided for in the Agreement as amended, including but not limited to the remedy of specific performance.

It is understood and agreed that this Memorandum of Agreement of Purchase and Sale is executed solely for the purpose of giving notice to the public of the existence of the Agreement, as amended, the terms and conditions of which are expressly incorporated herein by reference for all purposes as though fully set forth herein and of Mal Foods interest in the Property. Should there be any inconsistency between the terms of this instrument and the Agreement, as amended and incorporated herein, the terms of said incorporated Agreement, as amended, shall prevail.

13-  
1543 DG



**EXHIBIT A**

PARCEL I: LOTS 1, 2, 3, 4, 5 AND THE NORTH HALF OF LOT 6, AND LOTS 25, 26 AND 27 IN BLOCK 4 IN GROSS PARK ADDITION TO GARY, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 59, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL II: THE EAST 243.63 FEET OF LOT 3 IN NORTH RIDGE CENTER, IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 65 PAGE 13, IN THE OFFICE OF THE LAKE COUNTY RECORDER OF LAKE COUNTY, INDIANA

