

2011 073676

2011 DEC 20 AM 9:35

MICHAEL T. O'DONNELL
RECORDER

MEMORANDUM OF AGREEMENT UPON REAL ESTATE

THIS MEMORANDUM is made this 14th day of December, 2011, to preserve and record certain rights of the parties created by an Escrow Agreement for Deed, executed of even date herewith, by and between WATERFORD INFRASTRUCTURE, LLC (Grantor) and O'DONNELL HOMES, LTD, (Grantee), relating to the following described real estate, to wit:

Parcel 1:

Lots 31, 32, 38 and 39 in The Waterford, a Planned Unit Development in the Town of Merrillville, as per plat thereof, recorded in Plat Book 98 page 62, and amended by a Certificate of Correction recorded August 24, 2007 as Document No. 2007 068641, in the Office of the Recorder of Lake County, Indiana.

Parcel 2:

Non-exclusive easement for ingress and egress as created in 86th Avenue Easement Agreement between Lake County Trust Company as Trustee under Trust No. 1954 and Burnside Construction Company, an Illinois corporation, dated March 13, 1992 and recorded March 16, 1992 as Document No. 92015446, over the following described land: Part of the North 1/2 of the Northwest 1/4 of Section 29, Township 35 North, Range 8 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of the Northwest 1/4 of said Section 29; thence South 0 degrees 36 minutes 05 seconds East along the East line of said Northwest 1/4, a distance of 729.60 feet to the point of beginning; thence South 89 degrees 44 minutes 10 seconds West, parallel to the North line of said Section 29, a distance of 369.40 feet; thence South 0 degrees 30 minutes 24 seconds East, a distance of 10.00 feet; thence South 89 degrees 44 minutes 10 seconds West, parallel to the North line of said Section 29, a distance of 150 feet; thence South 0 degrees 30 minutes 24 seconds East, a distance of 80.00 feet; thence North 89 degrees 44 minutes 10 seconds East, 519.55 feet to the East line of the Northwest 1/4 of said Section 29; thence North 0 degrees 36 minutes 05 seconds West, a distance of 90 feet to the point of beginning, all in the Town of Merrillville, Lake County, Indiana.

WHEREAS, the Escrow Agreement for Deed provides for the delivery to Grantee and recording of an executed Real Estate Mortgage and Deed for the real estate which is being held in escrow for delivery to Grantee in the event certain conditions are not met by Grantor concerning the installation of an asphalt binder within the Waterford Subdivision of which the real estate is a part;

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants set forth in said Escrow Agreement, the parties sign and record this Memorandum of Agreement evidencing the existence thereof and certain rights of the Grantee, O'Donnell Homes, Ltd., P.O. Box 712, St. John, IN 46373, therein.

Dated this 14th day of December, 2011.

Waterford Infrastructure, LLC

O'Donnell Homes, Ltd

By: *Michael P. Richer*
Michael P. Richer, Member



By: _____
Michael T. O'Donnell, President

Fidelity National Title recorded this document as an accommodation. Fidelity did not examine the document or the title of the real estate affected.

FT 2011 172

FILED
DEC 20 2011
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

030104

17.00
FN
LR

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Michael P. Richer, who, after having been duly sworn, acknowledged the execution of the foregoing Memorandum of Agreement.
Dated this 14th day of December, 2011.



David K. Ranich

DAVID K. RANICH, Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Michael T. O'Donnell, who, after having been duly sworn, acknowledged the execution of the foregoing Memorandum of Agreement.
Dated this ___ day of December, 2011.

Document is _____, Notary Public
NOT OFFICIAL!

I affirm that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

This Document is the property of
the Lake County Recorder!

STOP

This instrument prepared by: Patrick A. Schuster, Attorney at Law, 1201 N. Main St., Crown Point, IN 46307



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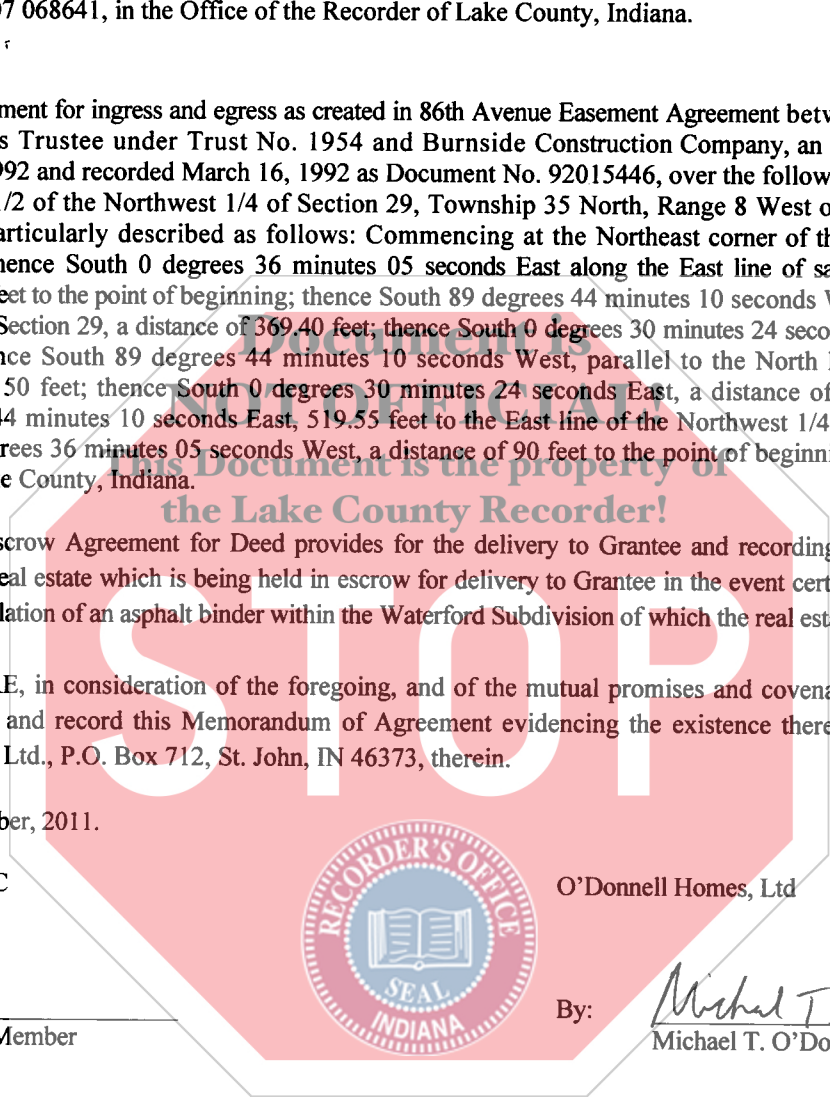
Dated this ___ day of December, 2011.

Waterford Infrastructure, LLC

O'Donnell Homes, Ltd

By: Michael P. Richer, Member

By: Michael T. O'Donnell
Michael T. O'Donnell, President



STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Michael P. Richer, who, after having been duly sworn, acknowledged the execution of the foregoing Memorandum of Agreement.
Dated this ___ day of December, 2011.

_____, Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

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Dated this 14th day of December, 2011.



_____, Notary Public

I affirm that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

This instrument prepared by: Patrick A. Schuster, Attorney at Law, 1201 N. Main St., Crown Point, IN 46307

