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Memorandum

Recorder's Stamp



After Recording Mail To:
Office of the General Counsel
Loyola University of Chicago
820 N. Michigan Ave. #715
Chicago, Illinois 60611

Doc#: 0619418000 **Fee:** \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/13/2006 09:37 AM Pg: 1 of 4

Name & Address of Preparer:
Margareth Schubert, Esq.
Office of the General Counsel
Loyola University of Chicago
820 N. Michigan Ave. #715
Chicago, Illinois 60611

MEMORANDUM OF FULFILLMENT OF CONDITIONS

WHEREAS, on May 30, 1974 the United States of America, Grantor, by Quit Claim Deed conveyed the premises legally described in Exhibit A (the "Property") to Loyola University of Chicago, Grantee, which Quit Claim Deed was recorded in the office of the Recorder of Deeds of Cook County, Illinois on July 24, 1974 as Document No. 22,792,397; and

WHEREAS, the Quit Claim Deed was subject to certain conditions, the first three of which provided that for a period of thirty (30) years from the date of the Quit Claim Deed: (1) the Property was to be utilized continuously for educational purposes; (2) the Grantee could only resell, lease, mortgage or otherwise dispose of the Property or any part thereof with the consent of the Grantor; and (3) commencing one year from the date of the Quit Claim Deed, and annually thereafter for the aforesaid period of thirty (30) years, the Grantee was to file reports on the operation and maintenance of the Property evidencing continuous use of the Property for the specified purpose.

NOW, THEREFORE, Grantee desires to memorialize its fulfillment of the three conditions described in the foregoing recitals, as follows:

1. On November 8, 2004, the Grantor, acting by and through its United States Department of Education, notified Grantee that Grantee has satisfactorily completed and is no longer bound by the first three conditions appearing in the Quit Claim Deed or the covenants that are directly related to those conditions.
2. A copy of the notification is attached hereto as Exhibit B.

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Exhibit A

THE FOLLOWING DESCRIBED REAL PROPERTY AND ALL IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN COOK COUNTY ILLINOIS, TO WIT:

Starting at a point on the boundary line between Veterans Administration property and property of Loyola University, as contained in existing deed, 36.29 feet North 89° 58' 20" East of the corner of said boundary located on the southeast corner of the intersection of West C Street and Fifth Avenue and proceeding North 89° 58' 20" East a distance of 254.89 feet to a point in a line 3 feet east of, and parallel with, the southerly prolongation of the east face of corridor A-3; thence North 00° 02' 00" East along said parallel line a distance 372.32 feet to a point in a line 3 feet north of, and parallel with, the north line of corridor A; thence South 89° 51' 20" West along said parallel line a distance of 254.89 feet to a point in a line 21.50 feet east of, and parallel with, the center line of the existing pavement in Fifth Avenue; thence South 00° 02' 00" West along the east side of existing pavement in Fifth Avenue a distance of 372.32 feet to the point of beginning, containing 2.179 acres, more or less.

ADDRESS:

Building 54

Loyola University Medical Center campus

2160 South First Avenue, Maywood IL 60153

PERMANENT INDEX NUMBER(S):

the Building 54 portion of

15-23-100-006-0000

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Exhibit B



UNITED STATES DEPARTMENT OF EDUCATION

WASHINGTON, D.C. 20202- _____

November 8, 2004

Anthony L. Barbato, M.D.
 Vice President for the Health
 Sciences of Loyola University
 Loyola University Medical Center
 2160 South First Avenue
 Maywood, IL 60153

Dear Dr. Barbato:

Thank you for your August 2, 2004 Utilization Report on Building 54 of the former Veterans Administration Reservation property in Maywood, Illinois.

The United States Department of Education is pleased to confirm that Loyola University has satisfactorily completed the thirty (30) year period of restrictions set forth in the May 30, 1974 Quitclaim Deed which conveyed the former Veterans Administration Reservation property at substantial public benefit allowance discount and is no longer bound by the first three conditions subsequent in that deed or the covenants that are directly related to those conditions.

As I trust that you understand, the non-discrimination condition and covenant in the 1974 deed will continue to run with the land but will only be binding upon educational titleholders or successors to Loyola University if the property is sold or otherwise transferred to other parties at some time in the future.

I wish to congratulate Loyola University on its accomplishments in satisfactorily fulfilling the obligations that were undertaken in the acquisition of this property and sincerely hope that we may be able to assist you again in the future.

Sincerely,

A handwritten signature in cursive script that reads "Mary E. Hughes".

Mary E. Hughes, Director
 Mid-Atlantic/Great Lakes Zone
 Federal Real Property Assistance Program

cc: Mr. Peter Wiczorek

www.ed.gov

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