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U372837PH
PREPARED BY AND
AFTER RECORDING,
RETURN TO:

Daniel R. Bronson, Esq.
Bronson & Kahn, LLC
150 North Wacker Drive
Suite 1400
Chicago, Illinois 60606

Doc#: 0707815051 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/19/2007 10:17 AM Pg: 1 of 9

Address:
2033 South Indiana Avenue
Chicago, Illinois

P.I.N. 17-22-314-024

SECOND AMENDMENT TO AGREEMENT OF COVENANTS AND RESTRICTIONS

THIS SECOND AMENDMENT TO AGREEMENT OF COVENANTS AND RESTRICTIONS (this "Agreement") is made and entered into this 14th day of March, 2007, by and between **Rokas Tower and Private Residences, LLC**, an Illinois limited liability company ("Developer") and **2033 THC LLC** ("Seller").

WITNESSETH:

WHEREAS, Developer and Seller have previously entered into that certain Agreement of Covenants and Restrictions dated November 21, 2006 recorded with the Cook County Recorder of Deeds on November 22, 2006 as document number 0632645015 (the "Agreement") and a First Amendment to Agreement of Covenants and Restrictions which was intentionally not recorded and is of no further force or effect; and

WHEREAS, Developer and Seller desire to amend the Agreement;

NOW, THEREFORE, in consideration of the terms and provisions of this Agreement, the sum of Ten and 00/100 Dollars (\$10.00), in hand paid and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The above Recitals are hereby incorporated herein as if fully set forth in their entirety. All terms defined in the Agreement shall have the same meaning. Except as modified hereby, the Agreement shall remain in full force and effect.

2. **Burdened Property.** Each Covenant set forth in the Agreement is binding upon the 2033 Indiana Property, which property is described on Exhibit A attached hereto, and is for the benefit of the Developer and shall be, upon acquisition of the 2016 Prairie Property by

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Developer or its successors and/or assigns, be considered one (1) zoning lot under the City of Chicago Zoning Ordinance.

3. **Subordination of Mortgages.** Any mortgage or deed of trust affecting any portion of the 2033 Indiana Property shall at all times be subject and subordinate to the terms of the Agreement, as amended hereby, and any party foreclosing and such mortgage or deed of trust shall acquire title to the 2033 Indiana Property subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and delivered as of the day and year first written above.

SELLER

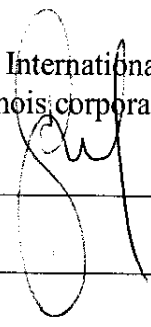
2033 THC LLC

BY: 
Mark Ordower, manager

DEVELOPER

Rokas Tower and Private Residences, LLC,
an Illinois limited liability company

By: Rokas International, Inc.
an Illinois corporation

By: 
Its: _____

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EXHIBIT A

2033 INDIANA PROPERTY

LOTS 10, 11, 14, 15 AND 18 IN BLOCK 4 IN GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-22-314-024-0000

Common address: 2025 and 2035 South Indiana Avenue
Chicago, Illinois 60605

Property of Cook County Clerk's Office

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CONSENT OF MORTGAGEE

BRIDGEVIEW BANK AND TRUST, holder of a Note secured by a Mortgage on the property dated November 18, 2005, hereby consents to the execution and recording of the above and foregoing Second Amendment to Agreement of Covenants and Restrictions, and hereby submits said Mortgage recorded November 18, 2005 as Document Number 0532219073, to the provisions of the above and foregoing Instrument.

IN WITNESS WHEREOF, BRIDGEVIEW BANK AND TRUST has caused this Instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on this 6th day of MARCH, 2007.

BRIDGEVIEW BANK AND TRUST

By: [Signature]
Its: Senior Vice President

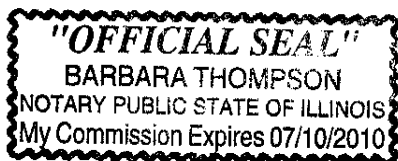
ATTEST:

Nerina Bejirnowa
Its: AVP, Comm. Lending Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Barbara Thompson, a Notary Public in and for the County and State aforesaid, do hereby certify that Nerina Bejirnowa and David Bejirnowa, the AVP and SR VP, respectively, of BRIDGEVIEW BANK AND TRUST, as such _____ and _____ appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2007



Barbara Thompson
Notary Public


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CONSENT OF MORTGAGEE

BRIDGEVIEW BANK AND TRUST, holder of a Note secured by a Mortgage on the property dated November 18, 2005, hereby consents to the execution and recording of the above and foregoing Second Amendment to Agreement of Covenants and Restrictions, and hereby submits said Mortgage recorded November 18, 2005 as Document Number 0532219075, to the provisions of the above and foregoing Instrument.

IN WITNESS WHEREOF, BRIDGEVIEW BANK AND TRUST has caused this Instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on this 6th day of MARCH, 2007.

BRIDGEVIEW BANK AND TRUST

By: 
Its: Senior Vice President

ATTEST:

Nema Bonarone
Its: AVP, Compliance Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Barbara Thompson, a Notary Public in and for the County and State aforesaid, do hereby certify that Nema Bonarone and Dave Breen, the AVP and SV VP, respectively, of BRIDGEVIEW BANK AND TRUST, as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2007



Barbara Thompson
Notary Public

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CONSENT OF MORTGAGEE

BRIDGEVIEW BANK AND TRUST, holder of a Note secured by a Mortgage on the property dated January 13, 2005, hereby consents to the execution and recording of the above and foregoing Second Amendment to Agreement of Covenants and Restrictions, and hereby submits said Mortgage dated January 27, 2005 as Document Number 0502702088, to the provisions of the above and foregoing Instrument.

IN WITNESS WHEREOF, BRIDGEVIEW BANK AND TRUST has caused this Instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on this 6th day of MARCH, 2007.

BRIDGEVIEW BANK AND TRUST

By: [Signature]
Its: Senior Vice President

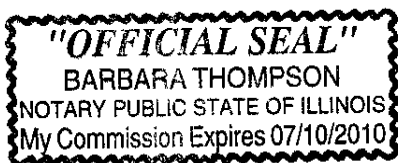
ATTEST:

[Signature]
Its: M. Com. Lending Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Barbara Thompson, a Notary Public in and for the County and State aforesaid, do hereby certify that Kerwin Bagshaw and Dave Bagshaw, the AVP and Sr respectively, of BRIDGEVIEW BANK AND TRUST, as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2007



[Signature]
Notary Public

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CONSENT OF MORTGAGEE

JOHN KAMYSZ, LORETTA KAMYSZ AND MICHAEL KAMYSZ, holders of a Note secured by a Mortgage on the property dated December 2, 2004, hereby consent to the execution and recording of the above and foregoing Second Amendment to Agreement of Covenants and Restrictions, and hereby submits said Mortgage recorded January 27, 2005 as Document Number 0502702089, to the provisions of the above and foregoing Instrument.

IN WITNESS WHEREOF, we have signed this Instrument at Chicago, Illinois on this 6th day of March, 2007.

John Kamysz
John Kamysz

Loretta Kamysz
Loretta Kamysz

Michael Kamysz
Michael Kamysz

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARK ORDOWER, a Notary Public in and for the County and State aforesaid, do hereby certify that JOHN KAMYSZ, LORETTA KAMYSZ and MICHAEL KAMYSZ personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and jointly and severally acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2007.

Mark Ordower
Notary Public



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CONSENT OF LESSEE

LAKESIDE LOFTS DEVELOPMENT CORP., an Illinois corporation, lessee of the property under Ground Lease Agreement dated December 28, 2004, hereby consents to the execution and recording of the above and foregoing Second Amendment to Agreement of Covenants and Restrictions, and hereby submits said Lease, a memorandum of which was recorded on November 18, 2005, as Document Number 0532219074, to the provisions of the above and foregoing Instrument.

IN WITNESS WHEREOF, LAKESIDE LOFTS DEVELOPMENT CORP., has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on this 12th day of March, 2007.

LAKESIDE LOFTS DEVELOPMENT CORP., an Illinois corporation

By: *Mark R. Ordower*
Its: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, GEORGETTE PHILLOS, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark R. Ordower, Vice President of Lakeside Lofts Development Corp., personally known to me to be the same person whose name is subscribed to the foregoing Instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of March, 2007



Georgette Phillos
Notary Public