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USTOSTPH 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 13 AGREEMENT OF COVENANTS AND RESTRICTIONS

THIS SECOND AMENDIATINT TO AGREEMENT OF COVENANTS AND RESTRICTIONS (this "Agreement") is trade 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 (632645015 (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. <u>Burdened Property.</u> Each Covenant set forth in the Agreement is binding upon the 2033 Indiana Property, which property is described on <u>Exhibit A</u> 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.

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

Of County Clark's Office Rokas Tower and Private Residences, LLC, an Illinois limited liability company

By: Rokas International, Inc. an Illinois corporation

By:

Its:

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STATE OF ILLINOIS)		
) SS.		
COUNTY OF COOK)		
I, David be now	. a Notary Public	in and for said County and Sta	ota DA UPDEDV
CERTIFY that Andres	Frighters the	Plant of Rokas	International Inc.
as manager of Rokas Tov	ver and Private Re	sidences, LLC appeared before	ore me this der in
person and acknowledged	that they signed seal	ed and delivered said instrume	ne me uns day m
voluntary act, and as the	free and voluntary a	ct of said company, for the	an as their free and
therein set forth. GIVEN u	inder my hand and no	otarial seal this <u>14</u> day of	uses and purposes
	and the mand that he	day of	7. MEC , 2007.
		(D, DN) K	~ ^
0,		Notary Public	
70_		Notary 1 done	
STATE OF ILLINOIS)		
	SS		
COUNTY OF COOK	A		
	O/F		
I, 1) and 13 (ans	a Notary Public i	n and for said County and Sta	te DO HERERV
CERTIFY that Mark Ordo	wer, as manager of	Bluestone Development LL	C appeared before
me this day in person and a	icknowledged that he	signed, sealed and delivered	said instrument as
his free and voluntary act,	and as the free and	coluntary act of said company	for the uses and
purposes therein set forth. (GIVEN under my har	nd and notarial seal this 14/1	day of
Mash, 2007.		0 , ∞	= 000, 01
		(1) I Inlest	
		MAN D	m
		Notary Public	
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		MY COMMISSION STATE OF ILLING	ols §

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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 ¼ 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:

Si. 2. Chic.

Cooperation of Country Clark'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.

Illinois on this be signed by its duly authorized in the signed by its duly authorized by au	W BANK AND TRUST has caused this officers on its behalf; all done at Chicago, 007.
	BRIDGEVIEW BANK AND TRUST
O _x By:	
ATTEST:	Its: Service Vice President
Nerma Behanowa	
Herma Begianowe Its: AVP, Com. Lowring Secretary	//b _*
STATE OF ILLINOIS)) SS COUNTY OF COOK)	C/O/A
I, Darbon Thomas, a Notary I aforesaid, do hereby certify that the house and purposes therein set forth aforement as the house and purposes therein set forth house the house th	Public in and for the County and State and and and we will respectively, of and and appeared and as the free and voluntary act of said
GIVEN under my hand and notarial seal 2007	this 6th day of March,
"OFFICIAL SEAL" BARBARA THOMPSON NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 07/10/2010	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.

ossez 19079, to the provisions of the above and foregoing instrument.	
IN WITNESS WHEREOF, BRIDGEVIEW BANK AND TRUST has Instrument to be signed by its duly authorized officers on its behalf; all done Illinois on this of day of, 2007.	caused this at Chicago,
BRIDGEVIEW BANK AND TR	RUST
ATTEST:	nt
Its: AVP, Com. Lewiz Secretary	
STATE OF ILLINOIS) COUNTY OF COOK)	
I, to bout to me, a Notary Public in and for the County aforesaid, do hereby certify that the and so of the BRIDGEVIEW BANK AND TRUST, as such and before me this day in person and acknowledged that they signed and delinstrument as their own free and voluntary act, and as the free and voluntary Bank, for the uses and purposes therein set forth.	DIES DATE:
GIVEN under my hand and notarial seal this day of	<u> </u>
"OFFICIAL SEAL" BARBARA THOMPSON NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 07/10/2010 Motary 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.

and loregoing institution.
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 day of MARCH, 2007.
BRIDGEVIEW BANK AND TRUST
By: Service President
ATTEST:
Its: M. Com. (Passy Secretary
STATE OF ILLINOIS) SS
COUNTY OF COOK)
I, Acubout Montano, a Notary Public in and for the County and State aforesaid, do hereby certify that Auro and 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 better day of Mand
"OFFICIAL SEAL" BARBARA THOMPSON NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 07/10/2010 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.

this day of Mark , 2007.
John Kamysz S
Loretta Kamysz Loretta Kamysz J
Michael Kamysz
STATE OF ILLINOIS)
I, MAK ORDINER, 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 joindly 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

BLUESTONE DEV/consent of mortgagee



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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 а r

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 VITNESS 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 12 day of, 2007.
LAKESIDE LOFTS DEVELOPMENT CORP., an Illinois corporation By: What have a second control of the latest and the
Its: Vice President
STATE OF ILLINOIS) SS COUNTY OF COOK)
I, GERGETE PHILUS, 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
OFFICIAL SEAL GEORGETTE PHILLOS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/06/09 Notary Public

BLUESTONE DEV/consent of mortgagee