

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sheriff's Deed on Foreclosure Sale		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Joseph A. Lysogorski		05/04/2006	Auctioneer and Deputy Sheriff in Saginaw County: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
Name:	LaSalle Bank Midwest, N.A., formerly known as Standard Federal Bank, N.A.		
Street Address:	20000 Victor Parkway, Ste. 150		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
Property Type	Number	Word Mark	
Registration Number:	2843224		
Registration Number:	2869516	"IST GUT FÜR SIE"	
Registration Number:	1823067	OLD DETROIT	
Registration Number:	0578502	FRANKENMUTH	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	734-761-3780		
Email:	asujek@bodmanllp.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman LLP		
Address Line 1:	201 S. Division, Ste. 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	FRANKENMUTH BREWERY DEED		
NAME OF SUBMITTER:	Angela Alvarez Sujek		

OP \$115.00 2843224

Signature:	/angela alvarez subjek/
Date:	09/02/2009
<p>Total Attachments: 16</p> <p>source=frankenmuthsheriffsdeed#page 1.tif source=frankenmuthsheriffsdeed#page2.tif source=frankenmuthsheriffsdeed#page3.tif source=frankenmuthsheriffsdeed#page4.tif source=frankenmuthsheriffsdeed#page5.tif source=frankenmuthsheriffsdeed#page6.tif source=frankenmuthsheriffsdeed#page7.tif source=frankenmuthsheriffsdeed#page8.tif source=frankenmuthsheriffsdeed#page9.tif source=frankenmuthsheriffsdeed#page10.tif source=frankenmuthsheriffsdeed#page 11.tif source=frankenmuthsheriffsdeed#page 12.tif source=frankenmuthsheriffsdeed#page 13.tif source=frankenmuthsheriffsdeed#page 14.tif source=frankenmuthsheriffsdeed#page 15.tif source=frankenmuthsheriffsdeed#page 16.tif</p>	



2006018534  
 L-2376 P-1117 S SD Page 1 of 18  
 OFFICIAL SEAL Saginaw County, Michigan  
 Mildred M. Dodak Register of Deeds  
 May 19, 2006 09:33 AM

STATE OF  
**MICHIGAN**  
 Saginaw County  
 May 19, 2006  
 Receipt # 36037



REAL ESTATE  
 TRANSFER TAX  
 \$3,764.75 - COUNTY  
 \$8.80 - STATE  
 Stamp # 5519

**SHERIFF'S DEED ON FORECLOSURE SALE**

This Indenture, made this 4th day of May, 2006, between JOSEPHA LYSOGORSKI-COURTHOUSE, a Deputy Sheriff in and for Saginaw County, Michigan, party of the first part, and LaSalle Bank Midwest, N.A., a national banking association, formerly known as Standard Federal Bank, N.A., a national banking association, party of the second part (hereinafter called the "Grantee").

WITNESSETH

# 3,764.75  
 16 pgs \$59.00

WHEREAS, Frankenmuth Brewery, LLC, a Michigan limited liability company ("Mortgagor"), made a certain Construction Mortgage in favor of Grantee dated August 8, 2002 and recorded on September 27, 2002 in Liber 2230, Page 2291, Saginaw County Records, which mortgage was amended on May 29, 2003, by Amendment to Mortgage recorded on September 4, 2003, in Liber 2256, Page 2121, Saginaw County Records, and further amended by Second Amendment to Construction Mortgage dated April 29, 2004 and recorded July 27, 2004 in Liber 2281, Page 465, Saginaw County Records (hereinafter called the "Mortgage") with respect to the Project (as hereinafter defined); and

WHEREAS, the Mortgage contains a power of sale which has become operative by reason of a default in the condition of the Mortgage; and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by the Mortgage or any part thereof; and

WHEREAS, for purposes of calculating the sum required to redeem the Project pursuant to MCL 600.3240, interest on the sum bid shall accrue at 10.75% per annum; and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the Project that the Project, or some part of it, would be sold on the 6th day of April, 2006 (which sale was adjourned week-to-week to the date hereof) at the easterly front door of the Courthouse in the City of Saginaw, Michigan, that being the place of holding the Circuit Court for Saginaw County where the Project is situated; and

WHEREAS, pursuant to said notice I did, at 10:00 a.m. o'clock, in the forenoon, on the day last aforesaid, expose for sale at public vendue the Project, and on such sale did strike off and sell the Project to the Grantee for the sum of Three Million Four Hundred Twenty Two Thousand Four Hundred Thirty Eight and 46/100 dollars (\$3,422,438.46) that being the highest bid therefore and the Grantee being the highest bidder; and

WHEREAS, the Project to be sold is described as follows:

Real estate situated in the Village of Frankenmuth, Saginaw County, Michigan, more particularly described as follows:

Parcel 1:

Lots 48 and 49 and the North 65 feet of Lot 47, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

Parcel 2:

The Northerly 25 feet of Lot 46, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

Parcel 3(a):

The East 105 feet of the North 70 feet of the West 1/4 of Lot 11, Rupprechts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.

Parcel 3(b):

The West 102 feet of the North 70 feet of the West 1/4 of Lot 11, Rupprechts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.

Parcel 4:

bodyman  
 34th floor  
 100 Renaissance Center  
 Detroit MI 48243

MAY 17 09:51:12  
 MAY 19 09:08:52

Detroit\_690589\_1

Part of the Northeast ¼ of Section 27, Town 11 North, Range 6 East, City of Frankenmuth, Saginaw County, Michigan, being described as: Commencing at the Northeast corner of Section 27; thence South 00 degrees 00 minutes 00 seconds West, 1544.60 feet on the East Section line and the centerline of Main Street to the intersection of the center line of Tuscola Street with said Section line; thence South 67 degrees 50 minutes 30 seconds west, 490.82 feet along said center line to the point of beginning; thence south 22 degrees 09 minutes 30 seconds East, 204.00 feet; thence South 62 degrees 07 minutes 52 seconds West, 100.50 feet; thence North 22 degrees 09 minutes 30 seconds West 214.00 feet to the center line of Tuscola Street; thence North 67 degrees 50 minutes 30 seconds East, 100.00 feet along said center line to the point of beginning.

Tax Parcel Identification Nos.: 03-11-6-27-0547-A00 (Parcel 1)  
03-11-6-27-0546-B00 (Parcel 2)  
03-11-6-27-0992-001 (Parcel 3a)  
03-11-6-27-0992-000 (Parcel 3b)  
03-11-6-27-1855-002 (Parcel 4)

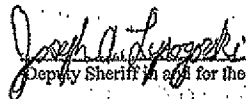
Commonly known as: 425 South Main Street (as to Parcel 1)  
435 South Main Street (as to Parcel 2)  
335 South Franklin (Parcels 3a & 3b)  
Parking Lot on West Tuscola West of Fairfield Inn property (as to Parcel 4),

(such real estate being referred to herein as the "Premises"), together with (1) all buildings and improvements placed upon the Premises or any part thereof, (2) all furniture, fixtures, equipment and appliances, regardless of their character as personal property, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and machinery, appliances, fixtures and equipment pertaining thereto, awnings, stoves, refrigerators, dishwashers, disposals, incinerators, carpeting and drapes, and all other furniture, fixtures, equipment and appliances of every type, nature and description, owned by Mortgagor and related to, affixed to, attached to, placed upon or used in any way in connection with the use, occupancy or operation of the Premises (except leased equipment and trade fixtures which, in either case, are readily removable without damaging or reducing the value or utility of the Premises or the improvements thereto), (3) all building materials, equipment and other personal property owned by the Mortgagor and acquired for the purpose of construction of the improvements to the Premises or located on the Premises and intended to be incorporated into, or utilized with respect to the construction, use or operation of the improvements to the Premises, (4) all accounts and general intangibles related to the construction and operation of the Premises, including, but not limited to, the following described property: (a) all contracts entered into by and between the Mortgagor, as owner, and any contractor or any other party, as well as all right, title and interest of the Mortgagor under any subcontracts providing for the construction of any improvements to or on any of the Premises or the furnishing of any materials, supplies, equipment or labor in connection with any construction; (b) all of the plans, specifications and drawings, including but not limited to, plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering studies and analyses, prepared by any architect or engineer, in respect of any of the Premises; (c) all agreements entered into with any party in respect of the architectural, engineering, management or consulting services rendered, or to be rendered, in respect of planning, design, inspection or supervision of the construction or management of any of the Premises; (d) all deposits made with or other security given to utility companies by the Mortgagor with respect to the Project and the improvements now thereon or to be constructed thereon; (e) all of Mortgagor's interest in any trademarks, and other intellectual property; (f) all licenses and permits issued to Mortgagor by the Michigan Liquor Control Commission; and (g) all proceeds or products of the foregoing; and (5) all proceeds and products of the proceeds of all insurance policies covering all or any part of any of the foregoing (any reference herein to the "Project" shall be deemed to apply to and include the Premises and all other property and rights described above).

To the extent any of the foregoing Project constitutes personal property or fixtures with respect to which a security interest can be granted under Article 9 of the Uniform Commercial Code, such personal property and fixtures are granted, conveyed, bargained and sold hereunder with the real estate described above in accordance with MCL 440.9604(a)(2) and 440.9604(b)(2) respectively.

Now, this Indenture Witnesseth, that I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the Grantee, its successors and assigns, Forever, all the estate, right, title and interest which the Mortgagor had in the Project and every part thereof, on the 8th day of August, 2002, that being the date of the Mortgage, or at any time thereafter, To Have and To Hold the Project and every part thereof to the Grantee, its successors and assigns forever, to their sole and only use, benefit and behoove forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

  
JOSEPH A. LUTZ  
Deputy Sheriff in and for the County of Saginaw

Signed, Sealed and Delivered in the Presence of

\_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF SAGINAW )

On this 4th day of May, 2006, before me, a Notary Public in and for said County of Saginaw, came JOSEPH A. LYSOGORSKI a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff.

Exempt from Michigan State Transfer Tax  
MCL 207.526(u)

Judith M. Harwood  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

JUDITH M. HARWOOD  
NOTARY PUBLIC, GENESEE COUNTY, MI  
ACTING IN SAGINAW COUNTY  
MY COMMISSION EXPIRES JULY 7, 2007

**AFFIDAVIT OF AUCTIONEER**

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF SAGINAW )

JOSEPH A. LYSOGORSKI, being duly sworn, deposes and says that he is the Deputy Sheriff of said Saginaw County; that he acted as auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice; that said sale was opened at 10:00 o'clock a.m., on the 4th day of May, 2006, at the easterly front door of the Courthouse in the City of Saginaw, Michigan, that being the place of holding the Circuit Court for Saginaw County, and said sale was kept open for the space of one hour; that the highest bid for the Project therein described was the sum of Three Million Four Hundred Twenty Two Thousand Four Hundred Thirty Eight and 46/100 dollars (\$3,422,438.46), made by LaSalle Bank Midwest, N.A., that said sale was in all respects open and fair; and that I did strike off and sell the Project to said bidder, which purchased the Project fairly, and in good faith, as deponent verily believes.

Joseph A. Lysogorski JOSEPH A. LYSOGORSKI  
Deputy Sheriff in and for Saginaw County

Subscribed and sworn to before me, a notary public, this 4th day of May, 2006.

Judith M. Harwood, Notary Public  
Saginaw County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF SAGINAW )

JUDITH M. HARWOOD  
NOTARY PUBLIC, GENESEE COUNTY, MI  
ACTING IN SAGINAW COUNTY  
MY COMMISSION EXPIRES JULY 7, 2007

I DO HEREBY CERTIFY, that the within Sheriff's Deed will become operative at the expiration of six (6) months from the 4th day of May, 2006, unless the property is abandoned in accordance with MCL 600.3241a, in which case the redemption period shall be 30 days from the date of the sale.

Joseph A. Lysogorski JOSEPH A. LYSOGORSKI  
Deputy Sheriff for Saginaw County

Drafted By:  
Howard S. Rosenberg, Esq.  
Bodman LLP  
34<sup>th</sup> Floor  
100 Renaissance Center  
Detroit, MI 48243  
(313) 259-7777

EVIDENCE OF SALE

(Affidavit of Publisher)

STATE OF MICHIGAN,  
ss.  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that a notice, a true copy of which is annexed hereto, was published in \_\_\_\_\_ (to be filled in by affiant) a newspaper printed and circulated in said State and County, on \_\_\_\_\_

A.D. \_\_\_\_\_ and that \_\_\_\_\_ is the principal clerk of the printers of said newspaper and knows the facts stated herein.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

SEE ATTACHED RIDER

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

(Affidavit of Posting)

STATE OF MICHIGAN  
ss.  
COUNTY OF SAGINAW

**ORRIN R. GEETING, JR.** being duly sworn, deposes and says that on the \_\_\_\_\_ day of ~~MAR 19 2008~~ A.D. \_\_\_\_\_ he posted a notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to

435 S Sagin ST

CIRCLE IF

Multi Unit   Mobile/Manufactured Home   Vacant   No Dwelling

Subscribed and sworn to before me this MAR 19 2008 day of \_\_\_\_\_ A.D. \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Robert W. Young, Notary Public  
Saginaw County, Michigan  
My Commission expires: 05/04/07

Marc M. Bakst, Esq.  
BODMAN LLP  
34th Floor, 100 Renaissance Center  
Detroit, MI 48243  
(313) 259-7777

Default has been made in the terms and conditions of a certain Construction Mortgage made by Frankenmuth Brewery, LLC, a Michigan limited liability company ("Mortgagor"), to LaSalle Bank Midwest, N.A., a national banking association, formerly known as, Standard Federal Bank, N.A., a national banking association ("Mortgagee"), dated August 8, 2002 and recorded on September 27, 2002 in Liber 2230, Page 2291, Saginaw County Records, which mortgage was amended on May 29, 2003, by Amendment to Mortgage recorded on September 4, 2003, in Liber 2256, Page 2121, Saginaw County Records, and further amended by Second Amendment to Construction Mortgage dated April 29, 2004 and recorded July 27, 2004 in Liber 2281, Page 485, Saginaw County Records (the "Mortgage"), on which Mortgage there is due at the date of this notice the sum of Three Million Three Hundred Ninety One Thousand Five Hundred Sixty Three Dollars and 50/100 (\$3,391,563.50).

NOTICE IS HEREBY GIVEN that on Thursday, April 6, 2006, at ten o'clock a.m., the undersigned will, at the easterly front door of the Courthouse in the City of Saginaw, Michigan, cause to be sold at public auction to the highest bidder the premises hereinafter described to pay the amount due on and secured by said Mortgage, and any additional amount due thereon and secured thereby at the time of said sale, including interest at the rate of 10.5% per annum, the attorney's fees as provided by law and all lawful costs. Said premises to be sold are situated in Saginaw County, Michigan, and described as follows (the "Premises"):

Parcel 1: Lots 48 and 49 and the North 65 feet of Lot 47, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

Parcel 2: The Northerly 25 feet of Lot 46, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

Parcel 3(a): The East 105 feet of the North 70 feet of the West 1/2 of Lot 11, Rupprechts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.

Parcel 3(b): The West 102 feet of the North 70 feet of the West 1/2 of Lot 11,

Rupprechts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.

Parcel 4: Part of the Northeast 1/4 of Section 27, Town 11 North, Range 6 East, City of Frankenmuth, Saginaw County, Michigan, being described as: Commencing at the Northeast corner of Section 27; thence South 00 degrees 00 minutes 00 seconds West, 1544.60 feet on the East Section line and the centerline of Main Street to the intersection of the centerline of Tuscola Street with said Section line; thence South 67 degrees 50 minutes 30 seconds west, 450.82 feet along said center line to the point of beginning; thence south 22 degrees 09 minutes 30 seconds East, 204.00 feet; thence South 62 degrees 07 minutes 52 seconds West, 100.50 feet; thence North 22 degrees 09 minutes 30 seconds West 214.00 feet to the centerline of Tuscola Street; thence North 67 degrees 50 minutes 30 seconds East, 100.00 feet along said center line to the point of beginning.

Tax Parcel Identification Nos.: 03-11-6-27-0547-A00 (Parcel 1), 03-11-6-27-0546-B00 (Parcel 2), 03-11-6-27-0992-001 (Parcel 3a), 03-11-6-27-0992-000 (Parcel 3b), 03-11-6-27-1855-002 (Parcel 4)

Such Premises to be sold, together with all of the following items of personal property and other collateral which are described in the Mortgage to the extent a security interest can be granted therein under Article 9 of the Michigan Uniform Commercial Code, in one foreclosure sale provided for in this Notice pursuant to MCLA 440.9604(a)(2) and 440.9604(b)(2): (1) all furniture, fixtures, equipment and appliances, regardless of their character as personal property, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and machinery, appliances, fixtures and equipment pertaining thereto, awnings, stoves, refrigerators, dishwashers, disposals, incinerators, carpeting and drapes, and all other furniture, fixtures, equipment and appliances of every type, nature and description, owned by Mortgagor and related to, affixed to, attached to, placed upon or used in any way in connection with the use, occupancy or operation of the Premises (except leased equipment and trade fixtures which, in either case, are readily removable without damaging or reducing the value or utility of the Premises or the improvements thereto), (2) all building materials, equipment and other personal property owned by the Mortgagor and acquired for the purpose of construction of the improvements

to the Premises or located on the Premises and intended to be incorporated into, or utilized with respect to the construction, use or operation of the improvements to the Premises, (3) all accounts and general intangibles related to the construction and operation of the Premises, including, but not limited to, the following described property: (a) all contracts entered into by and between the Mortgagor, as owner, and any contractor or any other party, as well as all right, title and interest of the Mortgagor under any subcontracts providing for the construction of any improvements to or on any of the Premises or the furnishing of any materials, supplies, equipment or labor in connection with any construction; (b) all of the plans, specifications and drawings, including but not limited to, plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering studies and analyses, prepared by any architect or engineer, in respect of any of the Premises; (c) all agreements entered into with any party in respect of the architectural, engineering, management or consulting services rendered, or to be rendered, in respect of planning, design, inspection or supervision of the construction or management of any of the Premises; (d) all deposits made with or other security given to utility companies by the Mortgagor with respect to the Premises and the improvements now thereon or to be constructed thereon; (e) all of Mortgagor's interest in any trade marks, and other intellectual property; (f) all licenses and permits issued to Mortgagor by the Michigan Liquor Control Commission; and (g) all proceeds or products of the foregoing, and (4) the proceeds and products of the proceeds of all insurance policies covering all or any part of the foregoing.

The redemption period shall be six (6) months from the date of such sale, unless the property is determined to be abandoned pursuant to MCLA 600.3241a, in which case the redemption period shall be thirty (30) days from the date of the sale.

DATED: March 5, 2006

Mortgagee

LASALLE BANK MIDWEST, N.A.

Marc M. Bakst, Esq.

BODMAN LLP

Attorneys for Mortgagee

34th Floor, 100 Renaissance Center

Detroit, MI 48243

(313) 259-7777

3/5-4/2

TRADEMARK

REEL: 004056 FRAME: 0475

EVIDENCE OF SALE

(Affidavit of Publisher)

STATE OF MICHIGAN,  
ss.  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes  
and says that a notice, a true copy of which is annexed hereto,  
was published in \_\_\_\_\_ (to be filled in  
by affiant) a newspaper printed and circulated in said State and  
County, on \_\_\_\_\_

A.D. \_\_\_\_\_ and that \_\_\_\_\_  
is the principal clerk of the printers of said newspaper and knows  
the facts stated herein.

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, A.D. \_\_\_\_\_

SEE ATTACHED  
RIDER

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

(Affidavit of Posting)

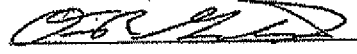
STATE OF MICHIGAN  
ss.  
COUNTY OF SAGINAW

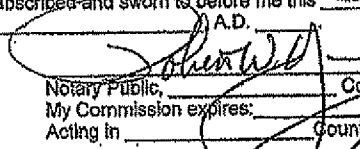
**ORRIN R. GEETING, JR.** being  
duly sworn, deposes and says that on the \_\_\_\_\_ day of  
~~MAR 13 2006~~ A.D. \_\_\_\_\_ he posted a notice, a true  
copy of which is annexed hereto, in a conspicuous place upon  
the premises described in said notice by attaching the same in  
a secure manner to

335 S Franklin St #36

CIRCLE IF

Multi Unit    Mobile/Manufactured Home    Vacant    No Dwelling

  
Subscribed and sworn to before me this MAR 13 2006 day of  
\_\_\_\_\_, A.D. \_\_\_\_\_

  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Robert W. Young, Notary Public  
Saginaw County, Michigan  
My Commission expires: 05/04/07

TRADEMARK

REEL: 004056 FRAME: 0476



**Marc M. Bakst, Esq.**  
**BODMAN LLP**  
34th Floor, 100 Renaissance Center  
Detroit, MI 48243  
(313) 259-7777

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Parcel 3(b): The West 102 feet of the North 70 feet of the West 1/2 of Lot 11,

Rupprechts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.

Parcel 4: Part of the Northeast 1/4 of Section 27, Town 11 North, Range 6 East, City of Frankenmuth, Saginaw County, Michigan, being described as: Commencing at the Northeast corner of Section 27; thence South 00 degrees 00 minutes 00 seconds West, 1544.60 feet on the East Section line and the centerline of Main Street to the intersection of the centerline of Tuscola Street with said Section line; thence South 67 degrees 50 minutes 30 seconds west, 480.82 feet along said center line to the point of beginning; thence south 22 degrees 09 minutes 30 seconds East, 204.00 feet; thence South 62 degrees 07 minutes 52 seconds West, 100.60 feet; thence North 22 degrees 09 minutes 30 seconds West 214.00 feet to the centerline of Tuscola Street; thence North 67 degrees 50 minutes 30 seconds East, 100.00 feet along said center line to the point of beginning.

Tax Parcel Identification Nos.: 03-11-6-27-0547-A00 (Parcel 1), 03-11-6-27-0548-B00 (Parcel 2), 03-11-6-27-0982-001 (Parcel 3a), 03-11-6-27-0992-000 (Parcel 3b), 03-11-6-27-1855-002 (Parcel 4)

Such Premises to be sold, together with all of the following items of personal property and other collateral which are described in the Mortgage to the extent a security interest can be granted therein under Article 9 of the Michigan Uniform Commercial Code, in one foreclosure sale provided for in this Notice pursuant to MCL 440.9604(a)(2) and 440.9604(b)(2): (1) all furniture, fixtures, equipment and appliances, regardless of their character as personal property, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and machinery, appliances, fixtures and equipment pertaining thereto, awnings, stoves, refrigerators, dishwashers, disposals, incinerators, carpeting and drapes, and all other furniture, fixtures, equipment and appliances of every type, nature and description, owned by Mortgagor and related to, affixed to, attached to, placed upon or used in any way in connection with the use, occupancy or operation of the Premises (except leased equipment and trade fixtures which, in either case, are readily removable without damaging or reducing the value or utility of the Premises or the improvements thereto), (2) all building materials, equipment and other personal property owned by the Mortgagor and acquired for the purpose of construction of the improvements

to the Premises or located on the Premises and intended to be incorporated into, or utilized with respect to the construction, use or operation of the improvements to the Premises, (3) all accounts and general intangibles related to the construction and operation of the Premises, including, but not limited to, the following described property: (a) all contracts entered into by and between the Mortgagor, as owner, and any contractor or any other party, as well as all right, title and interest of the Mortgagor under any subcontracts providing for the construction of any improvements to or on any of the Premises or the furnishing of any materials, supplies, equipment or labor in connection with any construction; (b) all of the plans, specifications and drawings, including but not limited to, plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering studies and analyses, prepared by any architect or engineer, in respect of any of the Premises; (c) all agreements entered into with any party in respect of the architectural, engineering, management or consulting services rendered, or to be rendered, in respect of planning, design, inspection or supervision of the construction or management of any of the Premises; (d) all deposits made with or other security given to utility companies by the Mortgagor with respect to the Premises and the improvements now thereon or to be constructed thereon; (e) all of Mortgagor's interest in any trade marks, and other intellectual property; (f) all licenses and permits issued to Mortgagor by the Michigan Liquor Control Commission; and (g) all proceeds or products of the foregoing, and (4) the proceeds and products of the proceeds of all insurance policies covering all or any part of the foregoing.

The redemption period shall be six (6) months from the date of such sale, unless the property is determined to be abandoned pursuant to MCL 600.3241a, in which case the redemption period shall be thirty (30) days from the date of the sale.

DATED: March 5, 2006

Mortgagee

LASALLE BANK MIDWEST, N.A.

Marc M. Bakst, Esq.

BODMAN LLP

Attorneys for Mortgagee

34th Floor, 100 Renaissance Center

Detroit, MI 48243

(313) 259-7777

3/5-4/2

TRADEMARK

REEL: 004056 FRAME: 0477

EVIDENCE OF SALE

(Affidavit of Publisher)

STATE OF MICHIGAN,  
ss.  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes  
and says that a notice, a true copy of which is annexed hereto,  
was published in \_\_\_\_\_  
(to be filled in  
by affiant) a newspaper printed and circulated in said State and  
County, on \_\_\_\_\_

A.D. \_\_\_\_\_ and that  
\_\_\_\_\_ is the principal clerk of the printers of said newspaper and knows  
the facts stated herein.

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, A.D. \_\_\_\_\_

SEE ATTACHED  
RIDER

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

(Affidavit of Posting)

STATE OF MICHIGAN  
ss.  
COUNTY OF SAGINAW

ORRIN R. GEETING, JR. being  
duly sworn, deposes and says that on the \_\_\_\_\_ day of  
MAR 18 2006 A.D. \_\_\_\_\_, he posted a notice, a true  
copy of which is annexed hereto, in a conspicuous place upon  
the premises described in said notice by attaching the same in  
a secure manner to

Parcel 4 parking Lot Tuscola

CIRCLE IF

Multi Unit    Mobile/Manufactured Home    Vacant    No Dwelling

[Signature]

Subscribed and sworn to before me this MAR 18 2006 day of  
\_\_\_\_\_, A.D. \_\_\_\_\_

[Signature]  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Robert W. Young, Notary Public  
Saginaw County, Michigan  
My Commission expires: 05/04/07

Marc M. Bakst, Esq.  
BODMAN LLP  
34th Floor, 100 Renaissance Center  
Detroit, MI 48243  
(313) 259-7777

Default has been made in the terms and conditions of a certain Construction Mortgage made by Frankenmuth Brewery, LLC, a Michigan limited liability company ("Mortgagor"), to LaSalle Bank Midwest, N.A., a national banking association, formerly known as, Standard Federal Bank, N.A., a national banking association ("Mortgagee"), dated August 8, 2002 and recorded on September 27, 2002 in Liber 2250, Page 2291, Saginaw County Records, which mortgage was amended on May 28, 2003, by Amendment to Mortgage recorded on September 4, 2003, in Liber 2256, Page 2121, Saginaw County Records, and further amended by Second Amendment to Construction Mortgage dated April 29, 2004 and recorded July 27, 2004 in Liber 2281, Page 485, Saginaw County Records (the "Mortgage"), on which Mortgage there is due at the date of this notice the sum of Three Million Three Hundred Ninety One Thousand Five Hundred Sixty Three Dollars and 50/100 (\$3,391,563.50).

NOTICE IS HEREBY GIVEN that on Thursday, April 6, 2006, at ten o'clock a.m., the undersigned will, at the easterly front door of the Courthouse in the City of Saginaw, Michigan, cause to be sold at public auction to the highest bidder the premises hereinafter described to pay the amount due on and secured by said Mortgage, and any additional amount due thereon and secured thereby at the time of said sale, including interest at the rate of 10.5% per annum, the attorney's fees as provided by law and all lawful costs. Said premises so to be sold are situated in Saginaw County, Michigan, and described as follows (the "Premises"):

Parcel 1: Lots 48 and 49 and the North 55 feet of Lot 47, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

Parcel 2: The Northerly 25 feet of Lot 46, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

Parcel 3(a): The East 105 feet of the North 70 feet of the West 1/2 of Lot 11, Rupprechts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.

Parcel 3(b): The West 102 feet of the North 70 feet of the West 1/2 of Lot 11,

Rupprechts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.

Parcel 4: Part of the Northeast 1/4 of Section 27, Town 11 North, Range 5 East, City of Frankenmuth, Saginaw County, Michigan, being described as: Commencing at the Northeast corner of Section 27; thence South 00 degrees 00 minutes 00 seconds West, 1544.80 feet on the East Section line and the centerline of Main Street to the intersection of the center line of Tuscola Street with said Section line; thence South 67 degrees 50 minutes 30 seconds West, 490.82 feet along said center line to the point of beginning; thence south 22 degrees 09 minutes 30 seconds East, 204.00 feet; thence South 62 degrees 07 minutes 52 seconds West, 100.50 feet; thence North 22 degrees 09 minutes 30 seconds West 214.00 feet to the center line of Tuscola Street; thence North 67 degrees 50 minutes 30 seconds East, 100.00 feet along said center line to the point of beginning.

Tax Parcel Identification Nos.: 03-11-6-27-0547-A00 (Parcel 1), 03-11-6-27-0546-B00 (Parcel 2), 03-11-6-27-0992-001 (Parcel 3a), 03-11-6-27-0992-000 (Parcel 3b), 03-11-6-27-1855-002 (Parcel 4)

Such Premises to be sold, together with all of the following items of personal property and other collateral which are described in the Mortgage to the extent a security interest can be granted therein under Article 9 of the Michigan Uniform Commercial Code, in one foreclosure sale provided for in this Notice pursuant to MCLA 440.9604(a)(2) and 440.9604(b)(2): (1) all furniture, fixtures, equipment and appliances, regardless of their character as personal property, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and machinery, appliances, fixtures and equipment pertaining thereto,awnings, stoves, refrigerators, dishwashers, disposals, incinerators, carpeting and drapes, and all other furniture, fixtures, equipment and appliances of every type, nature and description, owned by Mortgagor and related to, affixed to, attached to, placed upon or used in any way in connection with the use, occupancy or operation of the Premises (except leased equipment and trade fixtures which, in either case, are readily removable without damaging or reducing the value or utility of the Premises or the improvements thereto), (2) all building materials, equipment and other personal property owned by the Mortgagor and acquired for the purpose of construction of the improvements

to the Premises or located on the Premises and intended to be incorporated into, or utilized with respect to the construction, use or operation of the improvements to the Premises, (3) all accounts and general intangibles related to the construction and operation of the Premises, including, but not limited to, the following described property: (a) all contracts entered into by and between the Mortgagor, as owner, and any contractor or any other party, as well as all right, title and interest of the Mortgagor under any subcontracts providing for the construction of any improvements to or on any of the Premises or the furnishing of any materials, supplies, equipment or labor in connection with any construction; (b) all of the plans, specifications and drawings, including but not limited to, plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering studies and analyses, prepared by any architect or engineer, in respect of any of the Premises; (c) all agreements entered into with any party in respect of the architectural, engineering, management or consulting services rendered, or to be rendered, in respect of planning, design, inspection or supervision of the construction or management of any of the Premises; (d) all deposits made with or other security given to utility companies by the Mortgagor with respect to the Premises and the improvements now thereon or to be constructed thereon; (e) all of Mortgagor's interest in any trade marks, and other intellectual property; (f) all licenses and permits issued to Mortgagor by the Michigan Liquor Control Commission; and (g) all proceeds or products of the foregoing, and (4) the proceeds and products of the proceeds of all insurance policies covering all or any part of the foregoing.

The redemption period shall be six (6) months from the date of such sale, unless the property is determined to be abandoned pursuant to MCLA 600.3241a, in which case the redemption period shall be thirty (30) days from the date of the sale.

DATED: March 5, 2006

Mortgagee

LASALLE BANK MIDWEST, N.A.

Marc M. Bakst, Esq.

BODMAN LLP

Attorneys for Mortgagee

34th Floor, 100 Renaissance Center

Detroit, MI 48243

(313) 259-7777

3/5-4/2

TRADEMARK

REEL: 004056 FRAME: 0479

EVIDENCE OF SALE

(Affidavit of Publisher)

STATE OF MICHIGAN,  
ss.  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes  
and says that a notice, a true copy of which is annexed hereto,  
was published in \_\_\_\_\_  
(to be filled in  
by affiant) a newspaper printed and circulated in said State and  
County, on \_\_\_\_\_

A.D. \_\_\_\_\_ and that \_\_\_\_\_  
is the principal clerk of the printers of said newspaper and knows  
the facts stated herein.

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, A.D. \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

(Affidavit of Posting)

STATE OF MICHIGAN  
ss.  
COUNTY OF SAGINAW

**ORRIN R. GEETING, JR.** being  
duly sworn, deposes and says that on the \_\_\_\_\_ day of  
MAR 13 2006 A.D. \_\_\_\_\_ he posted a notice, a true  
copy of which is annexed hereto, in a conspicuous place upon  
the premises described in said notice by attaching the same in  
a secure manner to

425 S Main

CIRCLE IF

Multi Unit  Mobile/Manufactured Home  Vacant  No Dwelling

Subscribed and sworn to before me this MAR 13 2006 day of  
\_\_\_\_\_, A.D. \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Robert W. Young, Notary Public  
Saginaw County, Michigan  
My Commission expires: 05/04/07

SEE ATTACHED  
RIDER

TRADEMARK

REEL: 004056 FRAME: 0480

Marc M. Bakst, Esq.  
BODMAN LLP  
34th Floor, 100 Renaissance Center  
Detroit, MI 48243  
(313) 259-7777

Default has been made in the terms and conditions of a certain Construction Mortgage made by Frankenmuth Brewery, LLC, a Michigan limited liability company ("Mortgagor"), to LaSalle Bank Midwest, N.A., a national banking association, formerly known as Standard Federal Bank, N.A., a national banking association ("Mortgagee"), dated August 8, 2002 and recorded on September 27, 2002 in Liber 2230, Page 2291, Saginaw County Records, which mortgage was amended on May 29, 2003, by Amendment to Mortgage recorded on September 4, 2003, in Liber 2258, Page 2121, Saginaw County Records, and further amended by Second Amendment to Construction Mortgage dated April 29, 2004 and recorded July 27, 2004 in Liber 2281, Page 485, Saginaw County Records (the "Mortgage"), on which Mortgage there is due at the date of this notice the sum of Three Million Three Hundred Ninety One Thousand Five Hundred Sixty Three Dollars and 50/100 (\$3,391,563.50).

NOTICE IS HEREBY GIVEN that on Thursday, April 6, 2006, at ten o'clock a.m., the undersigned will, at the easterly front door of the Courthouse in the City of Saginaw, Michigan, cause to be sold at public auction to the highest bidder the premises hereinafter described to pay the amount due on and secured by said Mortgage, and any additional amount due thereon and secured thereby at the time of said sale, including interest at the rate of 10.5% per annum, the attorney's fees as provided by law and all lawful costs. Said premises so to be sold are situated in Saginaw County, Michigan, and described as follows (the "Premises"):

Parcel 1: Lots 48 and 49 and the North 55 feet of Lot 47, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

Parcel 2: The Northerly 25 feet of Lot 46, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

Parcel 3(a): The East 105 feet of the North 70 feet of the West 1/2 of Lot 11, Rupprecht's Addition, according to the plat thereof, recorded in Liber 1 on Page 25 of Plats, City of Frankenmuth, Saginaw County, Michigan.

Parcel 3(b): The West 102 feet of the North 70 feet of the West 1/2 of Lot 11,

Rupprecht's Addition, according to the plat thereof, recorded in Liber 1 on Page 25 of Plats, City of Frankenmuth, Saginaw County, Michigan.

Parcel 4: Part of the Northeast 1/4 of Section 27, Town 11 North, Range 6 East, City of Frankenmuth, Saginaw County, Michigan, being described as: Commencing at the Northeast corner of Section 27; thence South 00 degrees 00 minutes 00 seconds West, 1544.60 feet on the East Section line and the centerline of Main Street to the intersection of the center line of Tuscola Street with said Section line; thence South 67 degrees 50 minutes 30 seconds west, 490.82 feet along said center line to the point of beginning; thence south 22 degrees 09 minutes 30 seconds East, 204.00 feet; thence South 62 degrees 07 minutes 52 seconds West, 100.50 feet; thence North 22 degrees 09 minutes 30 seconds West 214.00 feet to the center line of Tuscola Street; thence North 67 degrees 50 minutes 30 seconds East, 100.00 feet along said center line to the point of beginning.

Tax Parcel Identification Nos.: 03-11-6-27-0547-A00 (Parcel 1), 03-11-6-27-0546-B00 (Parcel 2), 03-11-6-27-0992-001 (Parcel 3a), 03-11-6-27-0992-000 (Parcel 3b), 03-11-6-27-1855-002 (Parcel 4)

Such Premises to be sold, together with all of the following items of personal property and other collateral which are described in the Mortgage to the extent a security interest can be granted therein under Article 9 of the Michigan Uniform Commercial Code, in one foreclosure sale provided for in this Notice pursuant to MCLA 440.9604(a)(2) and 440.9604(b)(2): (1) all furniture, fixtures, equipment and appliances, regardless of their character as personal property, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and machinery, appliances, fixtures and equipment pertaining thereto, sawnings, stoves, refrigerators, dishwashers, disposals, incinerators, carpeting and drapes, and all other furniture, fixtures, equipment and appliances of every type, nature and description, owned by Mortgagor and related to, affixed to, attached to, placed upon or used in any way in connection with the use, occupancy or operation of the Premises (except leased equipment and trade fixtures which, in either case, are readily removable without damaging or reducing the value or utility of the Premises or the improvements thereto), (2) all building materials, equipment and other personal property owned by the Mortgagor and acquired for the purpose of construction of the improvements

to the Premises or located on the Premises and intended to be incorporated into, or utilized with respect to the construction, use or operation of the improvements to the Premises, (3) all accounts and general intangibles related to the construction and operation of the Premises, including, but not limited to, the following described property: (a) all contracts entered into by and between the Mortgagor, as owner, and any contractor or any other party, as well as all right, title and interest of the Mortgagor under any subcontracts providing for the construction of any improvements to or on any of the Premises or the furnishing of any materials, supplies, equipment or labor in connection with any construction; (b) all of the plans, specifications and drawings, including but not limited to, plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering studies and analyses, prepared by any architect or engineer, in respect of any of the Premises; (c) all agreements entered into with any party in respect of the architectural, engineering, management or consulting services rendered, or to be rendered, in respect of planning, design, inspection or supervision of the construction or management of any of the Premises; (d) all deposits made with or other security given to utility companies by the Mortgagor with respect to the Premises and the improvements now thereon or to be constructed thereon; (e) all of Mortgagor's interest in any trade marks, and other intellectual property; (f) all licenses and permits issued to Mortgagor by the Michigan Liquor Control Commission; and (g) all proceeds or products of the foregoing, and (4) the proceeds and products of the proceeds of all insurance policies covering all or any part of the foregoing.

The redemption period shall be six (6) months from the date of such sale, unless the property is determined to be abandoned pursuant to MCLA 600.3241a, in which case the redemption period shall be thirty (30) days from the date of the sale.

DATED: March 5, 2006

Mortgagee

LASALLE BANK MIDWEST, N.A.

Marc M. Bakst, Esq.

BODMAN LLP

Attorneys for Mortgagee

34th Floor, 100 Renaissance Center

Detroit, MI 48243

(313) 259-7777

3/5-4/2

TRADEMARK

REEL: 004056 FRAME: 0481

Marc M. Baker, Esq.  
 BODMAN LLP  
 34th Floor, 100 Renaissance Center  
 Detroit, MI 48243  
 (313) 259-7777

Default has been made in the terms and conditions of a certain Construction Mortgage made by Frankenmuth Brewery, LLC, a Michigan limited liability company (Mortgagee), to LaSalle Bank Midwest, N.A., a national banking association, formerly known as Standard Federal Bank, N.A., a national banking association (Mortgagee), dated August 8, 2002 and recorded on September 27, 2002 in Liber 2280, Page 2291, Saginaw County Records, which mortgage was amended on May 28, 2003, by Amendment to Mortgage recorded on September 4, 2003, in Liber 2256, Page 2121, Saginaw County Records, and further amended by Second Amendment to Construction Mortgage dated April 29, 2004 and recorded July 27, 2004 in Liber 2261, Page 465, Saginaw County Records (the "Mortgage"), on which Mortgage there is due at the date of this notice the sum of Three Million Three Hundred Ninety One Thousand Five Hundred Sixty Three Dollars and 50/100 (\$3,391,563.50).

NOTICE IS HEREBY GIVEN that on Thursday, April 6, 2006, at ten o'clock a.m., the undersigned will, at the eastern front door of the Courthouse in the City of Saginaw, Michigan, cause to be sold at public auction to the highest bidder the premises hereinafter described to pay the amount due on and secured by said Mortgage, and any additional amount due thereon and accrued thereat the time of said sale, including interest at the rate of 10.5% per annum, the attorney's fees, as provided by law and all legal costs. Said premises to be sold are situated in Saginaw County, Michigan, and described as follows (the "Premises"):

- Parcel 1: Lots 48 and 49 and the North 65 feet of Lot 47, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.
  - Parcel 2: The Northern 25 feet of Lot 46, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.
  - Parcel 3(a): The East 105 feet of the North 70 feet of the West 1/2 of Lot 11, Rupperts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.
  - Parcel 3(b): The West 102 feet of the North 70 feet of the West 1/2 of Lot 11, Rupperts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.
  - Parcel 4: Part of the Northeast 1/4 of Section 27, Town 11 North, Range 3 East, City of Frankenmuth, Saginaw County, Michigan, being described as: Commencing at the Northeast corner of Section 27, thence South 00 degrees 00 minutes 00 seconds West, 1544.60 feet on the East Section line and the centerline of Main Street to the intersection of the centerline of Tuscola Street with said Section line; thence South 67 degrees 50 minutes 50 seconds west, 400.32 feet along said center line to the point of beginning; thence South 22 degrees 09 minutes 50 seconds East, 204.00 feet; thence South 52 degrees 07 minutes 52 seconds West, 100.50 feet; thence North 22 degrees 09 minutes 50 seconds West, 214.00 feet to the center of the Tuscola Street; thence North 67 degrees 50 minutes 50 seconds East, 100.00 feet along said center line to the point of beginning.
- Tax Parcel Identification Nos.: 03-11-6-27-0547-A00 (Parcel 1), 03-11-6-27-0548-B00 (Parcel 2), 03-11-6-27-0592-001 (Parcel 3a), 03-11-6-27-0592-000 (Parcel 3b), 03-11-6-27-1855-002 (Parcel 4)

Such Premises to be sold together with all of the following items of personal property and other collateral which are described in the Mortgage to the extent a security interest can be granted therein under Article 9 of the Michigan Uniform Commercial Code, in one foreclosure sale provided for in this Notice pursuant to MCL 440.5804(a)(2) and 440.6904(b)(2): (1) all furniture, fixtures, equipment and appliances, regardless of their character as personal property, including, but not limited to, all lighting, heating, cooling, ventilation, air conditioning, plumbing, sprinkling, communication and electrical systems, and machinery, appliances, fixtures and equipment pertaining thereto, awnings, stoves, refrigerators, dishwashers, disposals, incinerators, campstoves and grates, and all other furniture, fixtures, equipment and appliances of every type, nature and description, owned by Mortgagee and related to, affixed to, attached to, placed upon or used in any way in connection with the use, occupancy or operation of the Premises (except leased equipment and trade fixtures which, in either case, are readily removable without damaging or reducing the value or utility of the Premises or the improvements thereon); (2) all building materials, equipment and other personal property owned by the Mortgagee and acquired for the purpose of construction of the improvements to the Premises or located on the Premises and intended to be incorporated into, or utilized with respect to the construction, use, or operation of the improvements to the Premises; (3) all accounts and general intangibles related to the construction and operation of the Premises, including, but not limited to, the following described property: (a) all contracts entered into by and between the Mortgagee, as owner, and any contractor or any other party, as well as all rights, title and interest of the Mortgagee under any subcontracts providing for the construction of any improvements to or on any of the Premises or the furnishing of any materials, supplies, equipment or labor in connection with any construction; (b) all of the plans, specifications and drawings, including but not limited to, plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering studies and analyses, prepared by any architect or engineer, in respect of any of the Premises; (c) all agreements entered into with any party in respect of the architectural, engineering, management or consulting services rendered, or to be rendered, in respect of planning, design, inspection or supervision of the construction or management of any of the Premises; (d) all deposits made with or other security given to utility companies by the Mortgagee with respect to the Premises and the improvements now thereon or to be constructed thereon; (e) all of Mortgagee's interest in any trademarks, and other intellectual property; (f) all licenses and permits issued by Mortgagee by the Michigan Liquor Control Commission; and (g) all proceeds or products of the foregoing; and (4) the proceeds and products of the proceeds of all insurance policies covering all or any part of the foregoing.

The redemption period shall be six (6) months from the date of such sale, unless the property is determined to be abandoned pursuant to MCL 600.3241a, in which case the redemption period shall be thirty (30) days from the date of the sale.

DATED: March 5, 2006

Mortgagee  
 LASALLE BANK MIDWEST, N.A.  
 Marc M. Baker, Esq.  
 BODMAN LLP  
 Attorneys for Mortgagee  
 34th Floor, 100 Renaissance Center  
 Detroit, MI 48243  
 (313) 259-7777  
 316-422

# Affidavit of Publication

Dana Koncz

being duly sworn, deposes and says (He/She) is an

Employee of the Tri-County Citizen

a public newspaper published in the Township of

Chesaning in said county; that the annexed printed notice

was duly printed and published for 5 successive

weeks in said paper at least once in each week

commencing on the 5th day of March

20 06, and ending on the 2nd day of

April, 20 06

*Dana Koncz*  
 Dana Koncz

Sworn to and subscribed before me this 3rd day of

April, 20 06

*Heidi A. Russell*

Notary Public, Acting in Saginaw County, Michigan

HEIDI A. RUSSELL  
 NOTARY PUBLIC, STATE OF MI  
 COUNTY OF SAGINAW  
 MY COMMISSION EXPIRES Dec 26, 2011  
 ACTING IN COUNTY OF Saginaw

My Commission Expires:

TRADEMARK

REEL: 004056 FRAME: 0482

**AFFIDAVIT AS TO AMOUNTS NEEDED FOR REDEMPTION**  
**(Advertisement Foreclosure Sale)**

STATE OF MICHIGAN        )  
  )ss.  
COUNTY OF OAKLAND     )

William Keller, being first duly sworn, deposes and says that he is First Vice President of LaSalle Bank Midwest, N.A. and that:

1. I am fully authorized by the Purchaser described below to make this Affidavit on its behalf.
2. This Affidavit is made pursuant to MCL 600.3240(2) for the purpose of stating the exact amount required to redeem the Property described in this Affidavit, including any daily per diem amounts.
3. On May 4, 2006 a foreclosure sale was held, at which LaSalle Bank Midwest, N.A. (the "Purchaser") was the successful bidder with respect to the following property (the "Property"):

See Exhibit A attached hereto, together with certain related property and rights described in the Sheriff's Deed on Foreclosure Sale.

The Property may be redeemed from the sale at any time until November 4, 2006 by paying the amounts described below. However, this date may change under certain circumstances, such as the following:

- (i) The date may occur earlier if the redemption period is shortened under MCL 5600.3241a if the Property is now or hereafter abandoned.
  - (ii) The date may occur later if the Sheriff's Deed is recorded more than 20 days after the date of sale set forth in paragraph 3, above.
4. The Purchaser's address and telephone number are:  
  
LaSalle Bank Midwest, N.A.  
M0900-330  
2600 West Big Beaver Road  
Troy, Michigan 48084  
248-822-5993
5. In order to redeem the Property from the Foreclosure Sale, any person entitled by law to redeem the Property must pay the following amounts either to the Purchaser, at the address set forth above, or to the Saginaw County Register of Deeds.
  - (a) The amount bid in at the foreclosure sale:     \$3,422,438.46

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- (b) Interest on the amount of the bid equal to \$1,008.46 per day from the date of the foreclosure sale, set forth above, to the date of redemption. For example, if 10 days have elapsed since the date of sale, the interest owing would be \$1,008.46 multiplied by 10; if 15 days, then \$1,008.46 multiplied by 15, and so forth.
- (c) If payment is being made to the County Register of Deeds an additional \$5.00 must be added to the above amounts as a fee required by statute for the care and custody of the redemption money.
- (d) If an Affidavit has been recorded under MCL 600.3240(4)(a) showing that Purchaser has paid (1) taxes assessed against the property, (2) amounts necessary to redeem senior liens from foreclosure, (3) condominium assessments, (4) homeowner association assessments, (5) community association assessments, and/or (5) premiums on an insurance policy covering any buildings located on the Property, then the amount shown on that affidavit, plus interest from the date of payment of any such amount(s).

6. Purchaser has named the following person or entity as Purchaser's designee responsible to assist the person redeeming the property in computing the exact amount required to redeem the property:

- None. Purchaser has not named a designee.
- The designee's name, address and telephone number are:

\_\_\_\_\_

\_\_\_\_\_

If you choose to utilize the designee to assist you, the designee will charge you a fee of \$ \_\_\_\_\_ as permitted by statute.

[Remainder of page intentionally left blank]



Executed this 4<sup>th</sup> day of April, 2006.

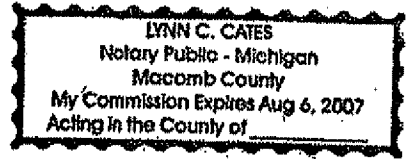
LASALLE BANK MIDWEST, N.A., a national banking association

By: William Keller  
William Keller  
Its: First Vice President

STATE OF MICHIGAN )  
  )ss.  
COUNTY OF OAKLAND )

Subscribed and sworn to before me  
this 4<sup>th</sup> day of MAY, 2006

Lynn C. Cates  
Notary Public, MACOMB County,  
Acting in OAKLAND County,  
My Commission Expires: August 6, 2007



DRAFTED BY WHEN RECORDED RETURN TO:

Howard S. Rosenberg  
Bodman LLP  
6<sup>th</sup> Floor at Ford Field  
1901 St. Antoine Street  
Detroit, Michigan 48226  
313-259-7777

## EXHIBIT A

Real estate situated in the Village of Frankenmuth, Saginaw County, Michigan, more particularly described as follows:

**Parcel 1:**

Lots 48 and 49 and the North 65 feet of Lot 47, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

**Parcel 2:**

The Northerly 25 feet of Lot 46, Village of Frankenmuth, North of Cass River, according to the plat thereof, recorded in Liber V, Page 601 of Plats, now a part of the City of Frankenmuth, Saginaw County, Michigan.

**Parcel 3(a):**

The East 105 feet of the North 70 feet of the West ½ of Lot 11, Rupprechts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.

**Parcel 3(b):**

The West 102 feet of the North 70 feet of the West ½ of Lot 11, Rupprechts Addition, according to the plat thereof, recorded in Liber 1 on Page 28 of Plats, City of Frankenmuth, Saginaw County, Michigan.

**Parcel 4:**

Part of the Northeast ¼ of Section 27, Town 11 North, Range 6 East, City of Frankenmuth, Saginaw County, Michigan, being described as: Commencing at the Northeast corner of Section 27; thence South 00 degrees 00 minutes 00 seconds West, 1544.60 feet on the East Section line and the centerline of Main Street to the intersection of the center line of Tuscola Street with said Section line; thence South 67 degrees 50 minutes 30 seconds west, 490.82 feet along said center line to the point of beginning; thence south 22 degrees 09 minutes 30 seconds East, 204.00 feet; thence South 62 degrees 07 minutes 52 seconds West, 100.50 feet; thence North 22 degrees 09 minutes 30 seconds West 214.00 feet to the center line of Tuscola Street; thence North 67 degrees 50 minutes 30 seconds East, 100.00 feet along said center line to the point of beginning.

**Tax Parcel Identification Nos.:**

03-11-6-27-0547-A00 (Parcel 1)  
03-11-6-27-0546-B00 (Parcel 2)  
03-11-6-27-0992-001 (Parcel 3a)  
03-11-6-27-0992-000 (Parcel 3b)  
03-11-6-27-1855-002 (Parcel 4)