



COMMERCIAL CURRENT OWNER SEARCH REPORT

Order Number:
GBA-42-2728

AFX Reference Number:
79-396477-47

Subject Property:
**9007 STATE ROAD
MILLINGTON, MI 48746**

Effective:
03/20/2023

Completed:
03/21/2023

AFX RESEARCH, LLC

A Quarter-Century of Title Document Research Expertise

999 Monterey St. Suite 380, San Luis Obispo, CA 93401

(877) 848-5337 / www.afxllc.com

COMMERCIAL

(pg. 2 of 5)

Order #: GBA-42-2728 | Reference #: 79-396477-47 | Completed: 03/21/2023 | Effective: 03/20/2023

PROPERTY AND OWNERSHIP INFORMATION

Owner's Name(s): **MGM MILLINGTON LLC**
Street Address: **9007 STATE ROAD**
City, State Zip Code: **MILLINGTON, MI 48746**
APN/Parcel/PIN: **017-021-000-0500-01** County: **TUSCOLA**
017021000050001

DEED CHAIN

Instrument: **WARRANTY DEED**

Date Recorded: **04/04/2012** Book/Page: **1244/840**
Dated: **03/29/2012**
Grantor(s): **ALLY FINANCIAL INC**
Grantee(s): **MGM MILLINGTON LLC**

TAX INFORMATION

Year:	Property Tax Status:	Due Date:	Amount:
2022	PAID		\$37,558.29
Total Assessed Value:			\$699,100.00

MORTGAGES AND DEEDS OF TRUST

Instrument: **MORTGAGE**

Date Recorded: **04/12/2013** Book/Page: **1277/194**
Dated: **03/22/2013** Original Amount: **\$2,080,000.00**
Mortgagor(s): **MGM MILLINGTON LLC**
Mortgagee(s): **ALLY BANK**

ASSOCIATED DOCUMENTS

- 1) Document Type: **SUBORDINATION**
Date Recorded: **04/12/2013** Book/Page: **1277/202**
- 2) Document Type: **MODIFICATION**
Date Recorded: **05/22/2018** Book/Page: **1398/139**



JUDGMENTS, UCC, AND LIENS

Instrument 1. UCC FINANCING STATEMENT

Date Recorded: 04/12/2013 Book/Page: 1277/211
Secured Party: ALLY BANK

Instrument 2. UCC AMENDMENT

Date Recorded: 08/25/2016 Book/Page: 1357/1259
Referenced Book/Page: 1277-211
Secured Party: ALLY BANK

Instrument 3. UCC AMENDMENT

Date Recorded: 11/06/2017 Book/Page: 1385/516
Referenced Book/Page: 1277-211
Secured Party: ALLY FINANCIAL

Instrument 4. UCC FINANCING STATEMENT

Date Recorded: 05/22/2018 Book/Page: 1398/160
Secured Party: ALLY FINANCIAL

Instrument 5. UCC AMENDMENT

Date Recorded: 11/30/2020 Book/Page: 1463/1066
Referenced Book/Page: 1277-211
Secured Party: ALLY FINANCIAL

Instrument 6. UCC AMENDMENT

Date Recorded: 11/30/2020 Book/Page: 1463/1071
Referenced Book/Page: 1398-160
Secured Party: ALLY FINANCIAL

Instrument 7. UCC AMENDMENT

Date Recorded: 11/04/2022 Book/Page: 1520/1312
Referenced Book/Page: 1277-211
Secured Party: ALLY FINANCIAL

Instrument 8. UCC AMENDMENT

Date Recorded: 12/08/2022 Book/Page: 1522/1112
Referenced Book/Page: 1398-160
Secured Party: ALLY FINANCIAL



MISCELLANEOUS INSTRUMENTS

NO MISCELLANEOUS INSTRUMENTS FOUND.

SAMPLE



THANK YOU FOR YOUR ORDER

For questions, please contact our office at 1-877-848-5337.

**Order Number:
GBA-42-2728**

**AFX Reference Number:
79-396477-47**

The Current Owner Search provides ownership and encumbrance information from the time the current owner purchased the property, up to present time. The report will verify property ownership, check property tax status and report on any encumbrances recorded during the current ownership, including: mortgages, taxes, liens and judgments.

Our professional network of trained researchers follow established industry protocols and use client-supplied property information to complete this Current Owner Search. The report includes:

- Current deed information (i.e. grantor, grantee, recording dates)
- Property tax status, when available
- Lien and judgment information (i.e. creditor, amounts, and recording dates)
- Copy of the most recently recorded deed

DISCLAIMER

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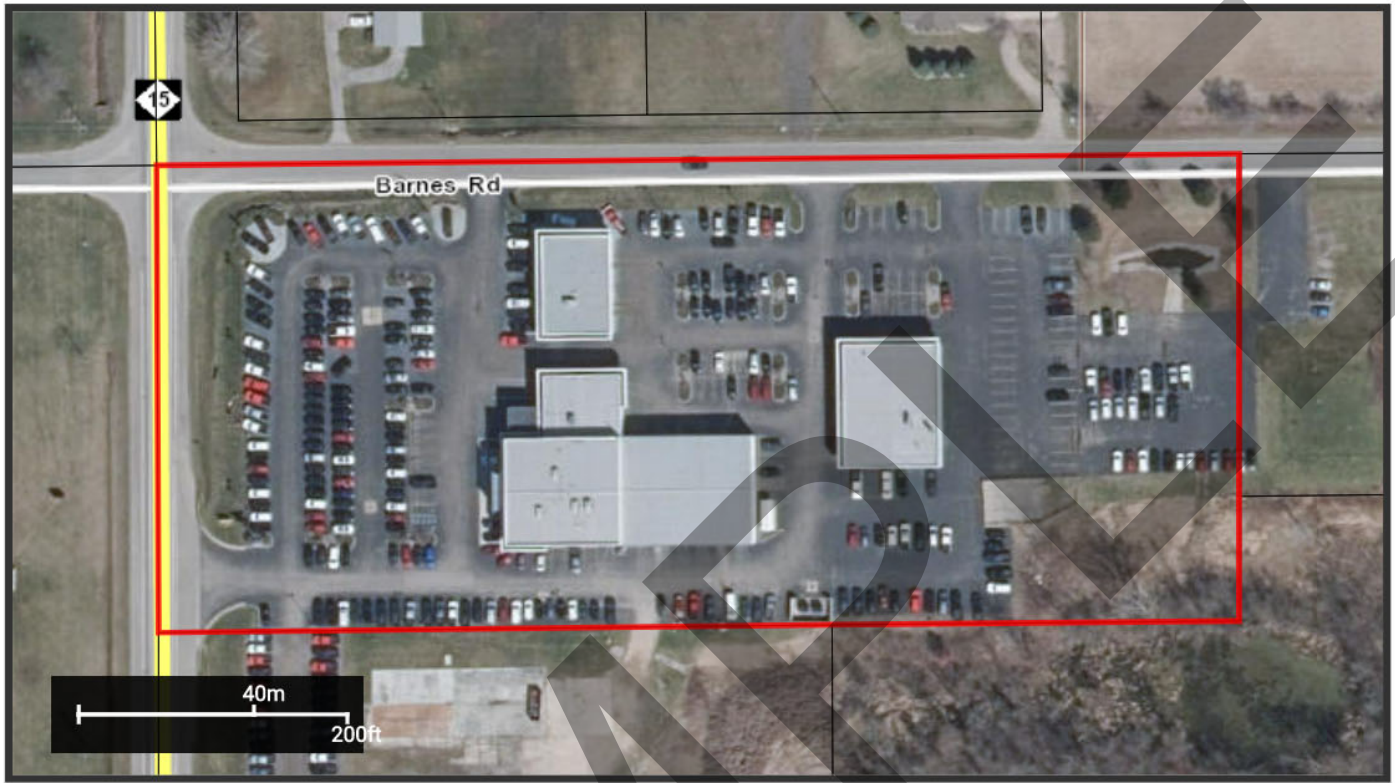


Tuscola County GIS

Parcel Report: 017-021-000-0500-01

3/21/2023

3:25:51 PM



Property Address

9007 STATE RD
MILLINGTON, MI, 48746

Owner Address

MGM MILLINGTON LLC
--
5155 STATE ST
SAGINAW, MI 48603

Unit: 017
Unit Name: MILLINGTON TWP

General Information for 2022 Tax Year

Parcel Number: 017-021-000-0500-01

Property Class:	201
Class Name:	201 COMMERCIAL REAL
School Dist Code:	79100
School Dist Name:	79100 MILLINGTON SCH
PRE 2021:	0%
PRE 2022:	0%

Assessed Value:	\$699,100
Taxable Value:	\$692,936
State Equalized Value:	\$699,100

Prev Year Info

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2021	\$670,800	\$670,800	\$670,800
2020	\$680,100	\$680,100	\$680,100

Land Information

Acreage:	0
Zoning:	

Legal Description

MILL-21-102 SEC 21 T10N R8E COM AT N 1/4 COR OF SEC, TH S 00 DEG 10' 30" W 341 FT, TH N 89 DEG 40' 24" E 795 FT, TH N 00 DEG 10' 30" E 341 FT, TH N 89 DEG 40' 24" W 795 FT TO POB. 6.23 A.

Sales Information

Sale Date: 03-29-2012

Sale Price: 1080000

Instrument: WD

Grantor: ALLY FINANCIAL INC

Grantee: MGM MILLINGTON LLC

Terms of Sale: 19-MULTI PARCEL ARM'S LENGTH

Liber/Page: 1244/840

Sale Date: 12-08-2011

Sale Price: 1740709

Instrument: QC

Grantor: MILLINGTON LAND LLC

Grantee: ALLY FINANCIAL INC

Terms of Sale: 21-NOT USED/OTHER

Liber/Page: 1244/838

Sale Date: 07-31-1997

Sale Price: 145000

Instrument: LC

Grantor: JENSEN DONALD & VIRGINIA

Grantee: HOOD JOSEPH W

Terms of Sale: 21-NOT USED/OTHER

Liber/Page: 00747:01407

Delinquent Tax Information as of 3/20/2023

*DOES NOT include unpaid taxes on PERSONAL PROPERTY

Tax Year: 2009

Base Tax: 11760.73

Base Tax Due: 0

Base Tax Paid: 11760.73

Total Due: 0

Last Paid: 09/13/2010

Tax Year: 2008

Base Tax: 37558.29

Base Tax Due: 0

Base Tax Paid: 37558.29

Total Due: 0

Last Paid: 09/13/2010

Tax History *Total Due as of settlement date

Tax Details 2022 Winter

School Dist. Code:	79100
School Dist. Name:	79100 MILLINGTON SCH
Property Class:	201
Class Name:	201 COMMERCIAL REAL

Last Payment Date: January 19, 2023

Base Tax:	\$24,188.49
Admin Fees:	\$0.00
Interest Fees:	\$0.00
Total Tax & Fees:	\$24,188.49
Assessed Value:	\$699,100
Taxable Value:	\$692,936
State Equalized Value:	\$699,100
Exemption Percent:	0%

Base Paid:	\$24,188.49
Admin Fees Paid:	\$0.00
Interest Fees Paid:	\$0
Total Paid:	\$24,188.49

Tax Items 2022 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
BRIDGE/STREETS	0.4807	333.09	\$333.09
SENIOR CITIZENS	0.32	221.73	\$221.73
MEDICAL CARE	0.25	173.23	\$173.23
ROAD PATROL	1.33	921.60	\$921.60
ROADS/STREETS	0.9657	669.16	\$669.16
MOSQUITO	0.6316	437.65	\$437.65
RECYCLING	0.15	103.94	\$103.94
VETERANS	0.17	117.79	\$117.79
MSU EXTENSION	0.1	69.29	\$69.29
TWP OPERATING	1.3608	942.94	\$942.94
FIRE	0.7525	521.43	\$521.43
POLICE PROTECT	2.3	1,593.75	\$1,593.75
MILLINGTON OPER	18	12,472.84	\$12,472.84
MILLI SINK FUND	2.9017	2,010.69	\$2,010.69
TUSCOLA INTER	4.2409	2,938.67	\$2,938.67
M-A DIST LIBRARY	0.9498	658.15	\$658.15

SCHOOL OPER FC	18	0.00	\$0.00
PEDLOW DRAIN	0	2.54	\$2.54

Tax Details 2022 Summer

School Dist. Code:	79100
School Dist. Name:	79100 MILLINGTON SCH
Property Class:	201
Class Name:	201 COMMERCIAL REAL
Last Payment Date:	September 12, 2022
Base Tax:	\$6,869.83
Admin Fees:	\$68.69
Interest Fees:	\$0.00
Total Tax & Fees:	\$6,938.52
Assessed Value:	\$699,100
Taxable Value:	\$692,936
State Equalized Value:	\$699,100
Exemption Percent:	0%

Base Paid:	\$6,869.83
Admin Fees Paid:	\$68.69
Interest Fees Paid:	\$0
Total Paid:	\$6,938.52

Tax Items 2022 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SET	6	4,157.61	\$4,157.61
COUNTY OPERATING	3.9141	2,712.22	\$2,712.22

Tax Details 2021 Winter

School Dist. Code:	79100
School Dist. Name:	79100 MILLINGTON SCH
Property Class:	201
Class Name:	201 COMMERCIAL REAL

Last Payment Date: January 18, 2022

Base Tax:	\$23,745.85
Admin Fees:	\$0.00
Interest Fees:	\$0.00
Total Tax & Fees:	\$23,745.85
Assessed Value:	\$670,800
Taxable Value:	\$670,800
State Equalized Value:	\$670,800
Exemption Percent:	0%

Base Paid:	\$23,745.85
Admin Fees Paid:	\$0.00
Interest Fees Paid:	\$0
Total Paid:	\$23,745.85

Tax Items 2021 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
BRIDGE/STREETS	0.4807	322.45	\$322.45
SENIOR CITIZENS	0.32	214.65	\$214.65
MEDICAL CARE	0.25	167.70	\$167.70
ROAD PATROL	1.33	892.16	\$892.16
ROADS/STREETS	0.9657	647.79	\$647.79
MOSQUITO	0.6316	423.67	\$423.67
RECYCLING	0.15	100.62	\$100.62
VETERANS	0.17	114.03	\$114.03
MSU EXTENSION	0.1	67.08	\$67.08
TWP OPERATING	1.3813	926.57	\$926.57
FIRE	0.7639	512.42	\$512.42
POLICE PROTECT	2.4	1,609.92	\$1,609.92
TWP AMB/INH	0.289	193.86	\$193.86
MILLINGTON OPER	18	12,074.40	\$12,074.40
MILLI SINK FUND	2.9459	1,976.10	\$1,976.10
TUSCOLA INTER	4.2409	2,844.79	\$2,844.79

M-A DIST LIBRARY	0.9641	646.71	\$646.71
SCHOOL OPER FC	18	0.00	\$0.00
PEDLOW DRAIN	0	10.93	\$10.93

Tax Details 2021 Summer

School Dist. Code:	79100
School Dist. Name:	79100 MILLINGTON SCH
Property Class:	201
Class Name:	201 COMMERCIAL REAL

Last Payment Date:	August 4, 2021
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Base Tax:	\$6,650.37
Admin Fees:	\$66.50
Interest Fees:	\$0.00
Total Tax & Fees:	\$6,716.87
Assessed Value:	\$670,800
Taxable Value:	\$670,800
State Equalized Value:	\$670,800
Exemption Percent:	0%

Base Paid:	\$6,650.37
Admin Fees Paid:	\$66.50
Interest Fees Paid:	\$0
Total Paid:	\$6,716.87

Tax Items 2021 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SET	6	4,024.80	\$4,024.80
COUNTY OPERATING	3.9141	2,625.57	\$2,625.57

Tax Details 2020 Winter

School Dist. Code:	79100
School Dist. Name:	79100 MILLINGTON SCH
Property Class:	201
Class Name:	201 COMMERCIAL REAL

Last Payment Date: February 23, 2021

Base Tax:	\$24,157.09
Admin Fees:	\$0.00
Interest Fees:	\$0.00
Total Tax & Fees:	\$24,157.09
Assessed Value:	\$680,100
Taxable Value:	\$680,100
State Equalized Value:	\$680,100
Exemption Percent:	0%

Base Paid:	\$24,157.09
Admin Fees Paid:	\$0.00
Interest Fees Paid:	\$0
Total Paid:	\$24,157.09

Tax Items 2020 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SCHOOL OPER FC	17.9693	0.00	\$0.00
M-A DIST LIBRARY	0.9747	662.89	\$662.89
TUSCOLA INTER	4.2409	2,884.23	\$2,884.23
MILLI SINK FUND	2.9811	2,027.44	\$2,027.44
MILLINGTON OPER	17.9693	12,220.92	\$12,220.92
TWP AMB/INH	0.2916	198.31	\$198.31
POLICE PROTECT	2.5	1,700.25	\$1,700.25
FIRE	0.7708	524.22	\$524.22
TWP OPERATING	1.3936	947.78	\$947.78
MSU EXTENSION	0.1	68.01	\$68.01
VETERANS	0.17	115.61	\$115.61
RECYCLING	0.15	102.01	\$102.01
MOSQUITO	0.6316	429.55	\$429.55
ROADS/STREETS	0.9657	656.77	\$656.77
ROAD PATROL	1.33	904.53	\$904.53
MEDICAL CARE	0.25	170.02	\$170.02

SENIOR CITIZENS	0.32	217.63	\$217.63
BRIDGE/STREETS	0.4807	326.92	\$326.92

Tax Details 2020 Summer

School Dist. Code:	79100
School Dist. Name:	79100 MILLINGTON SCH
Property Class:	201
Class Name:	201 COMMERCIAL REAL
Last Payment Date:	September 4, 2020
Base Tax:	\$6,742.57
Admin Fees:	\$67.42
Interest Fees:	\$0.00
Total Tax & Fees:	\$6,809.99
Assessed Value:	\$680,100
Taxable Value:	\$680,100
State Equalized Value:	\$680,100
Exemption Percent:	0%

Base Paid:	\$6,742.57
Admin Fees Paid:	\$67.42
Interest Fees Paid:	\$0
Total Paid:	\$6,809.99

Tax Items 2020 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SET	6	4,080.60	\$4,080.60
COUNTY OPERATING	3.9141	2,661.97	\$2,661.97

Application Use:

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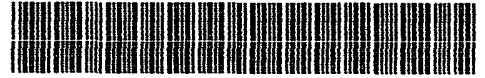
DEEDS EXHIBIT

SAMPLE



RECEIVED IN TUSCOLA COUNTY
Apr 04, 2012 12:23:00P

53 2012 951543



Recorded Apr 04, 2012 03:34P
Tuscola County Daniel L. Grimshaw
(Register of Deeds)
Receipt # 324420 Fee: 20.00

On April 4 20 12
this is to certify that there are no tax liens or titles on this property and that the taxes are paid for FIVE YEARS previous to the date of the instrument. This certification does not include taxes, if any, now in the process of collection by City, Village or Township Treasurer. EXCEPTION: This certification being subject to any Homestead Affidavit denied by the State of Michigan.

L-1244 P-840 (3)

Patricia Novak - Gray
Tuscola County Treasurer

MICHIGAN REAL ESTATE TRANSFER TAX
DEPT of TAXATION : 9,288.00
County : 1,188.00
Tax #: 29294 State : 8,100.00

WARRANTY DEED

(Unplatted Land)

Drafted By:
Michael R. Mulcahy, Esq.
Vedder Price PC
222 North LaSalle Street
Chicago, IL 60601

Return To:
MGM Millington, LLC
5155 State St.
Saginaw, MI 48603

Send Tax Bills To:
MGM Millington, LLC
5155 State St.
Saginaw, MI 48603

Recording Fee: \$21.00	State Transfer Tax: \$8,100.00	Tax Parcel No.: 017-021-000-0500-01,
File Number: 534079	County Transfer Tax: \$1,188.00	017-021-000-0200-03

Know All Persons by These Presents: That **ALLY FINANCIAL INC., A Delaware corporation** whose address is 200 Renaissance Center, Detroit, Michigan 48265

Convey(s) and Warrant(s) to **MGM Millington, L.L.C., a Michigan limited liability company** whose address is 9007 State St., Millington, MI 48746

the premises situated in the Township of **Millington**, County of **Tuscola**, State of Michigan and more particularly described on Exhibit A attached hereto and made a party hereof (the "Property").

More commonly known as: **9007 State Road, Millington, MI 48746**

For the full consideration of: **One Million Eighty Thousand and no/100 Dollars (\$1,080,000.00)**

Subject To:

Building and use restrictions, easements of record, zoning ordinances, and all matters encumbering the Property as appearing in the public records of Tuscola County, Michigan.

If the property conveyed is unplatted, the following applies:

The grantor grants to the grantee the right to make any division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. **(If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted.)** This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.



First American Title Insurance Company

16-4-F.A.T.-Saginaw (Enu)

8100.00 1188.00

(Attached to and becoming a part of Warranty Deed dated: March 29, 2012 between Ally Financial Inc., a Delaware corporation, as Seller and MGM Millington, L.L.C., a Michigan limited liability company, as Purchaser.)

Dated this March 29, 2012.

Seller(s):

ALLY FINANCIAL INC., a Delaware corporation

By Michael R. Mulcahy

Name Michael R. Mulcahy

Title Attorney / Agent

State of Illinois
County of Cook

The foregoing instrument was acknowledged before me this March 29th, 2012 by Ally Financial Inc., a Delaware corporation, MICHAEL R. MULCAHY, ATTORNEY / AGENT

Karen M. O'Keefe

Notary Public: Karen M. O'KEEFE

Notary County/State: COOK / IL

County Acting In: COOK

Commission Expires: 11/5/15



(Attached to and becoming a part of Warranty Deed dated: March 29, 2012 between Ally Financial Inc., a Delaware corporation, as Seller and MGM Millington, L.L.C., a Michigan limited liability company, as Purchaser.)

EXHIBIT A

Land situated in the Township of Millington, County of Tuscola, State of Michigan, described as follows:

PARCEL 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning.

Tax Parcel No. 017-021-000-0500-01

and

PARCEL 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees, 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning.

Tax Parcel No. 017-021-000-0200-03

SAMPLE

MORTGAGES / DEEDS OF TRUST EXHIBIT

SAMPLE

RELIABLE PROPERTY RESEARCH

RECEIVED IN TUSCOLA COUNTY
Apr 05 08:12

RECEIVED IN TUSCOLA COUNTY
Apr 12 2013 03:08:04P

53 2013 965786



Recorded Apr 12, 2013 04:04P
Tuscola County John Bishop
(Register of Deeds)
Receipt # 339971 Fee: 35.00

L-1277 P-194 (8)

MORTGAGE

MGM MILLINGTON, LLC, a Michigan limited liability company,
Mortgagor,

IN FAVOR OF

ALLY BANK (Ally Capital in Hawaii, Mississippi, Montana and New Jersey)
Mortgagee,

DATED: March 22, 2013

Property Address: 9007 State Road, Millington Township, Michigan 48746

TAX ID: 017-021-000-0500-01 (as to Parcel 1), 017-021-000-0200-03 (as to Parcel 2)

Drafted By ~~and~~
After Recording
Return to:

Brett Bean
Greenberg Traurig LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601

This Mortgage constitutes a "future advance mortgage" within the meaning of Act No. 348 of the Public Acts of Michigan of 1990 (MCL 565.901 et seq.), as amended. All future advances under this Mortgage, the Loan Agreement and any other Loan documents shall have the same priority as if the future advance was made on the date that this Mortgage was recorded.

31-
4- Title Source (enr)

A. This Mortgage is made by and between:

1. **MGM Millington, LLC**, a Michigan limited liability company, located at 9007 State Road, Millington Township, Michigan 48746 ("Borrower"); and
2. **Ally Bank** (Ally Capital in Hawaii, Mississippi, Montana and New Jersey), located at 6985 Union Park Center, Suite 435, Midvale, Salt Lake County, Utah 84047 ("Bank").

B. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower MORTGAGES, hypothecates, pledges, grants, conveys, bargains, sells, transfers, and WARRANTS to Bank the following (collectively, the "Mortgaged Property"):

1. All of Borrower's right, title, and interest in the property described in attached Schedule A, including, without limitation, any and all appurtenances thereto, and any and all buildings, structures, fixtures, and improvements thereon, whether now or later existing, including without limitation all rights to make divisions of thereof that are exempt from the platting requirements of the Michigan Land Division Act (MCL 560.101 et seq.), as it may be amended from time to time (collectively "Property");
2. Any and all existing and future leases, subleases, and other agreements affecting the use, enjoyment, or occupancy of the Property, including all extensions, renewals, and/or replacements thereof (collectively "Leases");
3. All rents, revenues, profits, and other benefits arising under Leases or relating to the Leases and/or Property including, but not limited to, all rights conferred by Act No. 210 of the Michigan Public Acts of 1953 as amended by Act No. 151 of the Michigan Public Acts of 1966 (MCL 554.231 et seq.), and Act No. 228 of the Michigan Public Acts of 1925 as amended by Act No. 55 of the Michigan Public Acts of 1933 (MCL 554.211 et seq.) and including, but not limited to, all cash or securities deposited under any such leases to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due thereunder ("Rents");
4. All or any part of the oil and gas located in, on or under oil and gas properties, and all or any of the rents and profits from oil and gas properties, and the income from the sales of oil and gas produced or to be produced from oil and gas properties (in accordance with Act No. 66 of the Michigan Public Acts of 1956 (MCL 565.81 et seq.);
5. All of Borrower's rights under or relating to the Leases, including, without limitation, the rights to:
 - a. Claim, receive, collect, and pay all Rents payable or receivable under the Leases;
 - b. Apply such Rents to Borrower's Obligations.

6. Proceeds of the foregoing.

C. This Mortgage secures payment and performance of any and all present and future debts, advances, obligations, and duties that Borrower owes to Bank however arising under, and/or relating to, any and all loan and financing accommodations extended by Bank to Borrower ("Obligations").

1. The Obligations include, without limitation, the real estate loan in the amount of \$2,080,000.00 plus interest and all of Bank's costs and expenses incurred in connection with this loan (collectively "Loan") evidenced by that certain Commercial Real Estate Loan and Security Agreement, dated as of March 22, 2013, by and between Borrower and Bank ("Loan Agreement"), hereby incorporated by reference into this Mortgage.
2. The Loan bears interest as set forth in the Loan Agreement and is due and payable in 60 monthly installments beginning on May 1, 2013.
3. Full and final payment of the Loan is due and payable on April 1, 2018.
4. Borrower and Bank expressly intend that this Mortgage secure any and all optional or obligatory future advances that Bank may make to Borrower from time to time, but any and all optional future advances are discretionary and are subject to such terms and conditions as Bank may require in its sole, absolute discretion.

D. Upon default under any Obligation:

1. To the extent permitted by law, Bank may completely or partially foreclose upon and sell the Mortgaged Property in accordance with the applicable private, nonjudicial foreclosure procedures prescribed by state law;
2. If state law prohibits private foreclosure sales, Bank may institute court proceedings for complete or partial foreclosure upon sale of the Mortgaged Property in accordance with state law.

E. This Mortgage remains in effect until Bank releases it.

1. Upon full and final payment and performance of all of Borrower's Obligations, Bank will release this Mortgage.
2. Upon release, this Mortgage will be void.

F. This Mortgage is governed by the laws of the state where the Mortgaged Property is located.

G. State Specific Provisions

1. This Mortgage constitutes a "future advance mortgage" within the meaning of Act No. 348 of the Public Acts of Michigan of 1990 (MCL 565.901 et seq.), as amended. All future advances under this Mortgage, the Loan Agreement and any other Loan documents shall have the same priority as if the future advance was made on the date that this Mortgage was recorded.
2. It is the express intention of Bank and Borrower that the rights, remedies, powers and authorities conferred upon Bank pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Michigan Revised Judicature Act, MCL 600.101 et seq., and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provisions in this Mortgage are deemed inconsistent with any provision in

the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Bank any rights or remedies which are more limited than the rights that would otherwise be vested in Bank under the Act in the absence of such provisions, Bank shall be vested with the rights granted in the Act to the full extent permitted by law.

3. Upon the occurrence of a default, Bank shall have the right to commence foreclosure proceedings against the Mortgaged Property (including all estate, right, title, interest, claim and demand of Borrower therein) through judicial proceedings or by advertisement, at the option of Bank, pursuant to the MCL 600.3101 et seq as amended or MCL 600.3201 et seq as amended, and to sell the Mortgaged Property or to cause the same to be sold at public sale, and to convey the same to the purchaser in accordance with said statutes in a single parcel or in several parcels at the option of Bank.

WARNING: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT, MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE RELATED SALE OF THE MORTGAGED PROPERTY, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS TO PUBLISH NOTICE IN A LOCAL NEWSPAPER AND TO POST A COPY OF THE NOTICE ON THE MORTGAGED PROPERTY. THE BORROWER WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MICHIGAN TO A HEARING PRIOR TO SALE IN CONNECTION WITH FORECLOSURE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

4. Failure to pay any taxes and/or assessments assessed against the Mortgaged Property located in the State of Michigan, or any portion or installment thereof, or any insurance premium upon policies covering any of the Mortgaged Property located in the State of Michigan, shall constitute waste as provided by Act No. 236 of the Michigan Public Acts of 1961, as amended (MCL 600.2927) and Borrower agrees to and hereby does consent to the appointment of a receiver, in the case of such waste should Bank elect to seek relief thereunder.
5. Borrower hereby waives, in the event of foreclosure of this Mortgage or the enforcement by Bank of any other rights and remedies hereunder, any right otherwise available in respect to marshaling of assets which secure the Obligations or to require Bank to pursue its remedies against any other such assets.
6. Neither the assignment of Leases and Rents contained in this Mortgage, nor the exercise by Bank of any of its rights or remedies under this Mortgage shall be deemed to make Bank a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Mortgaged Property unless Bank, in person or by agent, assumes actual possession thereof. Nor shall the appointment of a receiver for the Mortgaged Property by any court at the request of Bank or by agreement with Borrower, or entering into possession of the Mortgaged Property by such receiver, be deemed to make Bank a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Mortgaged Property.
7. As of the date of this Mortgage, as security in addition to the Mortgaged Property described in this Mortgage, Borrower hereby assigns to Bank all its right, title and interest in and to all Leases (but without an assumption by Bank of liabilities of Borrower under any such leases by virtue of this assignment), and Borrower hereby assigns to Bank the Rents. Until the occurrence of a default, Borrower shall have a license to receive and collect such rents, issues and profits. Upon the occurrence of a default, Bank may elect upon written notice to Borrower to receive and collect said Rents, issues and profits personally or through a receiver so long as any such default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Borrower agrees to the

appointment of a receiver if believed necessary or desirable by Bank to enforce its rights under this paragraph. Bank shall be entitled to all of the rights and benefits conferred by Act No. 210 of the Michigan Public Acts of 1953 as amended by Act No. 151 of the Michigan Public Acts of 1966 (MCL 554.231 et seq.) and Act No. 228 of the Michigan Public Acts of 1925 as amended by Act No. 55 of the Michigan Public Acts of 1933 (MCL 554.211 et seq.). The collection of rents by Bank shall in no way waive the right of Bank to foreclose this Mortgage in the event of any default.

8. Bank shall be entitled to all the rights and remedies conferred by MCL 554.231, et. seq., MCL 554.211, et. seq. to the extent applicable, and MCL 554.81, et. seq. Upon the occurrence of a default and without any action by Bank, Borrower shall have no further right to collect or otherwise receive such Rents, which will be the absolute and sole property of Bank pursuant to those statutes. BORROWER HEREBY WAIVES ANY RIGHT TO NOTICE OF ASSIGNMENT OF RENTS, OTHER THAN SUCH NOTICE AS MAY BE PROVIDED IN ACT 210 OF THE PUBLIC ACTS OF MICHIGAN OF 1953 AND ACT 66 OF THE PUBLIC ACTS OF MICHIGAN OF 1956, EACH AS AMENDED OR SUPERSEDED, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO BANK'S EXERCISE OF ITS RIGHTS UNDER THIS MORTGAGE AND/OR THE ASSIGNMENT WITH RESPECT TO THE ASSIGNMENT OF RENTS GRANTED TO BANK HEREUNDER OR UNDER THE SEPARATE ASSIGNMENT OF RENTS AND LEASES GRANTED TO BANK IN CONNECTION WITH THIS MORTGAGE.

THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF MICHIGAN AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Borrower has executed and delivered this Mortgage as of the day and year first above written.

BORROWER:

MGM MILLINGTON, LLC,
a Michigan limited liability company

By: **MGM PROPERTIES, L.L.C.,**
a Michigan limited liability company,
its sole Member

By: [Signature]
Name: William S. McDonald
Its: Sole Member

STATE OF Michigan)
) SS.
COUNTY OF Saginaw)

The foregoing instrument was acknowledged before me on this 22 day of March, 2013, by William S. McDonald, the sole Member of MGM Properties, L.L.C., as the sole Member of MGM Millington, LLC, a Michigan limited liability company, on behalf of said limited liability company.

[SEAL]

[Signature]
Notary Public, Saginaw County,
State of Michigan
Acting in _____ County, Michigan
My Commission Expires: 1/15/2020

SANDRA J THOMPSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF SAGINAW
My Commission Expires 1/15/2020
Acting in the County of _____

When Recorded Return To:
Title Source, Inc. - Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI #: 57603988 TG

LENDER:

ALLY BANK

By: Anthony C. Zimmer

Name: Anthony C. Zimmer

Title: Assistant Secretary

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

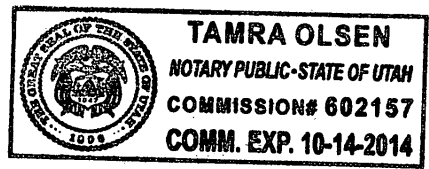
I, Tamra Olsen, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony C. Zimmer, Assistant Secretary of Ally Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of the bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of March, 2013.

[SEAL]

Tamra Olsen
Notary Public

My Commission Expires:
10/14/14



SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

Land Situated in the Township of Millington in the County of Tuscola in the State of Michigan

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning.

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning.

Address: 9007 State Road, Millington Township, Michigan 48746

Tax Id Numbers: 017-021-000-0500-01 (as to Parcel 1), 017-021-000-0200-03 (as to Parcel 2)

RECEIVED IN TUSCOLA COUNTY
APR 05 2013 02:24:00P

RECEIVED IN TUSCOLA COUNTY
APR 12 2013 03:08:43P

53 2013 965787



Recorded Apr 12, 2013 04:04P
Tuscola County John Bishop
(Register of Deeds)
Receipt # 339971 Fee: 38.00

L-1277 P-202 (9)

SUBORDINATION OF LEASE

DRAFTED
RECORDING REQUESTED BY:

Brett Bean
Greenberg Traurig LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601

~~AND WHEN RECORDED RETURN TO:~~

~~Brett Bean
Greenberg Traurig LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601~~

THIS SUBORDINATION OF LEASE (this "Agreement") is made this 22nd day of March, 2013, by and among MGM MILLINGTON, LLC, a Michigan limited liability company ("Landlord"), MCDONALD CHEVROLET, INC., a Michigan corporation ("Tenant"), and ALLY BANK (Ally Capital in Hawaii, Mississippi, Montana and New Jersey) ("Bank").

RECITALS:

A. Tenant has entered that certain unrecorded lease dated MARCH 22, 2013, as amended from time to time (the "Lease"), with Landlord, as lessor, covering the premises described in the Lease, including but not limited to, that certain premises located at 9007 State Road, Millington Township, Michigan 48746 (the "Property"), as more particularly described in Schedule "A" attached hereto and made a part hereof by this reference.

B. Bank has agreed to make a loan to Landlord in the amount of \$2,080,000.00 secured by a Mortgage dated of even date herewith and to record concurrently herewith, encumbering the Property (together with any amendments, renewals, increases, modifications, substitutions or consolidations, collectively, the "Security Instrument").

*34-
4-Title Source (Env)*

C. Tenant and Bank desire to confirm their understanding with respect to the Lease and the Security Instrument, and to have Landlord confirm its agreement therewith.

NOW, THEREFORE, in consideration of the premises, the covenants, conditions, provisions, and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Bank, Tenant and Landlord mutually acknowledge, represent, and agree as follows:

(1) The Lease and any extensions, modifications or renewals thereof, including but not limited to any option to purchase or right of first refusal to purchase the Property or any portion thereof, if any, is and shall continue to be subject and subordinate in all respects to the Security Instrument and the lien created thereby. In the event of any inconsistency between the Lease and the Security Instrument, the Security Instrument controls.

(2) Tenant agrees that:

(a) Upon notice to it by Bank, it will pay all rents thereafter becoming due under the Lease to Lender;

(b) It will not assert, as against any rents becoming due following notice by Lender to Tenant, any set-off, counterclaim or other claim or charge which Tenant may have against Landlord;

(c) It will observe and perform all of its obligations under the Lease following notice by Lender to Tenant, notwithstanding any prior default on the part of Landlord, provided that Lender shall remedy such default, or cause same to be remedied, within sixty (60) days after actual notice to Lender thereof (unless such default, if curable, requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, as the case may be, within such 60-day period and Lender shall commence to cure such default within such 60-day period and shall thereafter diligently and continuously process the same to completion); and

(d) Unless Lender assumes in writing the obligations of Landlord under the Lease, Lender shall in no event be deemed liable as lessor under the Lease or subject to any obligations of Landlord thereunder.

(3) Tenant agrees that, without the prior written consent of Bank in each case, Tenant shall not (a) amend, modify, terminate or cancel the Lease or any extensions or renewals thereof, or tender a surrender of the Lease, (b) make a prepayment of any rent or additional rent more than one (1) month in advance of the due date thereof, or (c) subordinate or permit the subordination of the Lease to any lien subordinate to the Security Instrument. Any such purported action without such consent shall be void as against the holder of the Security Instrument.

(4) To the extent that the Lease shall entitle Tenant to notice of the existence of any Security Instrument and the identity of any mortgagee or any ground lessor, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument and Bank.

(5) EACH OF TENANT AND LANDLORD HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(6) The provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words, "Bank", "Landlord" and "Tenant" shall include their respective heirs, legatees, executors, administrators, beneficiaries, successors and assigns.

(7) Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Bank: Ally Bank
6985 Union Park Center, Suite 435
Midvale, UT 84047
Attention: Anthony Zimmer

To Tenant: McDonald Chevrolet, Inc.
9007 State Road
Millington Township, MI 48746
Attention: William S. McDonald

To Landlord: MGM Millington, LLC
9007 State Road
Millington Township, MI 48746
Attention: William S. McDonald

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

(8) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, except to the extent that the applicability of any of such laws may now or hereafter be preempted by federal law, in which case such federal law shall so govern and be controlling.

(9) This Agreement contains the entire agreement among the parties concerning the subject matter hereof and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

(10) This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

[SIGNATURES PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BANK:

ALLY BANK

By: Anthony C Zimmer
Name: Anthony C. Zimmer
Title: Assistant Secretary

TENANT:

MCDONALD CHEVROLET, INC., a Michigan corporation

By: William S McDonald
Name: William S McDonald
Title: President

~~AGREED AND CONSENTED TO:~~

LANDLORD:

MGM MILLINGTON, LLC,
a Michigan limited liability company

By: William S McDonald
Name: William S McDonald
Title: Member

When Recorded Return To:
Title Source, Inc. - Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI #: 51603928 TG

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BANK:

ALLY BANK

By: _____
Name: _____
Title: Assistant Secretary

TENANT:

MCDONALD CHEVROLET, INC., a Michigan corporation

By: [Signature]
Name: WILLIAM S McDONALD
Title: PRESIDENT

AGREED AND CONSENTED TO:

LANDLORD:

MGM MILINGTON, LLC,
a Michigan limited liability company

By: [Signature]
Name: WILLIAM S McDONALD
Title: ~~Member~~ President DB

THE STATE OF UTAH)
)
COUNTY OF SALT LAKE)

This instrument was acknowledged before me this 26th day of March, 2013, by Anthony C. Zimmer, as Assistant Secretary of Ally Bank, a Utah corporation, and acknowledged to me that he executed the same as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Signed the 26th day of March, 2013.

Tamra Olsen
Notary Public, State of Utah

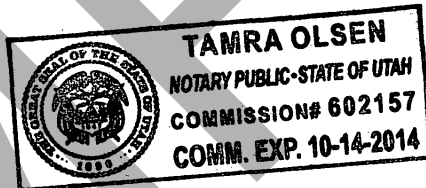
My Commission Expires:

10/14/14

My Commission Number:

602157

(SEAL)



NOTARY ACKNOWLEDGMENTS

STATE OF Michigan)
)ss.
COUNTY OF Saginaw)

The foregoing instrument was acknowledged before me on this 22 day of March, 2013,
by William S McDonald, the President of McDonald Chevrolet, Inc., a Michigan
corporation, on behalf of said corporation. *

*and President of
MEM MILLINGTON, LLC,
a Michigan limited
liability company.

Sandra J Thompson
Notary Public, Saginaw County,
State of Michigan
Acting in Saginaw County, Michigan
My Commission Expires: 1/15/2020

SANDRA J THOMPSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF SAGINAW
My Commission Expires 1/15/2020
Acting in the County of Saginaw

EXHIBIT "A"

Legal Description

Land Situated in the Township of Millington in the County of Tuscola in the State of MI

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning.

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning.

Address: 9007 State Road, Millington Township, Michigan 48746

Tax Id Numbers: 017-021-000-0500-01 (as to Parcel 1), 017-021-000-0200-03 (as to Parcel 2)

RECEIVED IN TUSCOLA COUNTY
MAY 21 2018 09:38:00 AM

RECEIVED IN TUSCOLA COUNTY
MAY 22, 2018 11:16:59 AM

Recorded 5/22/2018 11:28:04 AM
Tuscola County John Bishop
(Register of Deeds)
Receipt: 6655 Fee:\$30.00

L- 01398 P- 00139 - 00150 (12)

AMENDED, RESTATED MORTGAGE
(THIS IS A FUTURE ADVANCE MORTGAGE)

BY

MGM MILLINGTON, LLC,

as Mortgagor,

TO

ALLY BANK (Ally Capital in Hawaii, Mississippi, Montana and New Jersey),

as Mortgagee,

Dated as of May 9, 2018

Property Address: 9007 State Rd, Millington, Michigan 48746-8902

Tax ID: 017-021-000-0500-01; 017-021-000-0200-03

Drafted By:

Jennifer A. Percy, Esq.
Faegre Baker Daniels LLP
600 E. 96th Street, Suite 600
Indianapolis, Indiana 46240

When Recorded Return to:

Amrock Inc. Commercial Team
662 Woodward Avenue
Detroit, MI 48226
Amrock No. 64225128 – JLS

THIS IS A FUTURE ADVANCE MORTGAGE. Without limiting in any way the Obligations secured by this Mortgage, it is agreed that this Mortgage secures future advances under MCLA 565.901 *et seq.*

12 E

AMENDED AND RESTATED MORTGAGE
(THIS IS A FUTURE ADVANCE MORTGAGE)

- A. This Amended and Restated Mortgage (this “Mortgage”) is made by and between:
1. **MGM MILLINGTON, LLC**, a Michigan limited liability company, with an address of 9007 State Rd., Millington, Michigan 48746 (“Mortgagor”); and
 2. **ALLY BANK** (Ally Capital in Hawaii, Mississippi, Montana and New Jersey) with an office currently located at 15303 S. 94th Ave., Orland Park, IL 60462 (“Mortgagee”).
- B. Mortgagor and Mortgagee have entered into that certain Amended and Restated Commercial Real Estate Loan and Security Agreement and Promissory Note, dated as of even date herewith (as amended, restated or otherwise modified from time to time, the “Loan Agreement”), pursuant to, and following satisfaction of the conditions set forth therein, Mortgagee has made or will make a loan to Mortgagor in the original principal amount of One Million Eight Hundred Seventeen Thousand Eight Hundred Thirty Five and 10/100 Dollars (\$1,817,835.10) (the “Loan”).
- C. Mortgagee has required, as a condition to making the Loan, and pursuant to the terms and conditions of the Loan Agreement, that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure the Obligations (as defined below).
- D. This Mortgage amends and, as so amended, restates and replaces in its entirety that certain Mortgage, dated as of March 22, 2013, by Mortgagor in favor of Mortgagee, and recorded on April 12, 2013, in the Office of Register of Deeds of Tuscola County, Michigan in Liber 1277, Page 194.
- E. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor mortgages, hypothecates, pledges, grants, conveys, bargains, sells, transfers, warrants and grants a first priority security interest to Mortgagee in (collectively, the “Mortgaged Property”):
1. All of Mortgagor’s fee simple right, title, and interest in the property described in attached Exhibit A (the “Land”), including, without limitation, the land, any and all appurtenances thereto, and any and all buildings, structures, Fixtures (as such term is defined in Article 9 of the Michigan Uniform Commercial Code (“Code”) as now in effect or as may be revised or amended from time to time), and improvements thereon, and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the land, buildings, structures, fixtures or improvements, including, but not limited to, Equipment as such term is defined in Article 9 of the Code as now in effect or as may be revised or amended from time to time, whether now or later existing;
 2. Any and all existing and future leases, subleases, tenancies, occupancy rights, occupancy agreements and other agreements affecting the use, enjoyment, or occupancy of the Land, including all extensions, renewals, and/or replacements thereof (each a “Lease” and, collectively, the “Leases”);
 3. All rents, revenues, profits, and other benefits arising under Leases or relating to the Leases and/or Land (“Rents”);
 4. All of Mortgagor’s rights under or relating to the Leases, including, without limitation, the rights to (i) claim, receive, collect, and pay all Rents payable or receivable under the

Leases, and (ii) apply such Rents to Mortgagor's Obligations.

5. All additions and accessions to any of the foregoing, all replacements and renewals of all or any part of the foregoing, and the proceeds of any of the foregoing.
- F. This Mortgage secures payment and performance of any and all present and future debts, advances, obligations, and duties that Mortgagor owes to Mortgagee, however arising, whether under, and/or relating to, any and all loan and financing accommodations extended by Mortgagee to Mortgagor ("Obligations"), including, without limitation, (i) all obligations, liabilities and indebtedness of Mortgagor to Mortgagee arising under, by virtue of or pursuant to the Loan Agreement, (ii) payment of all costs of collection and of all costs and reasonable attorneys' fees incurred by Mortgagee in the enforcement of this Mortgage and any and all expenses and costs incurred by Mortgagee in connection with environmental clean-up, decontamination, or other action as may be required under applicable federal or state environmental laws or as may be deemed necessary by Mortgagee to protect the value of the Mortgaged Property, and (iii) any and all modifications, renewals and extensions of the Obligations, the indebtedness, liabilities, obligations and the other documents and instruments secured hereby.

This Mortgage is a "Future Advance Mortgage" under MCLA 565.901 *et seq.* All future advances under the Loan Agreement, this Mortgage and all other documents or agreements executed in connection therewith (the "Loan Documents") shall have the same priority as if the future advance was made on the date that this Mortgage was recorded. This Mortgage shall secure all Obligations of Mortgagor, its successors and assigns under the Loan Agreement, this Mortgage or any of the other Loan Documents, whenever incurred, such Obligations to be due at the times provided in the Loan Agreement and the other Loan Documents. Notice is hereby given that the Obligations secured hereby may increase as a result of any defaults hereunder by Mortgagor due to, for example, and without limitation, unpaid interest or late charges, unpaid taxes, assessments or insurance premiums which Mortgagee elects to advance, defaults under Leases that Mortgagee elects to cure, attorneys' fees or costs incurred in enforcing the Loan Documents or other expenses incurred by Mortgagee in protecting the Mortgaged Property, the security of this Mortgage or Mortgagee's rights and interests.

Full and final payment of the Loan is scheduled to be due and payable on June 1, 2023.

- G. The following shall constitute a "Default" for the purposes of this Mortgage:
1. Any representation or warranty made in this Mortgage or in any other Loan Document that is false in any material respect at the time made or deemed to be made or any failure of Mortgagor to comply with or perform any covenant or other provision of this Mortgage or any other Loan Document, beyond any applicable cure period.
 2. Any sale (whether outright or by land contract, conditional sales contract or any other such agreement), lease, conveyance, transfer, encumbrance, mortgage or assignment of the Mortgaged Property or any of Mortgagor's rights, title or interests therein not expressly permitted hereby or by the Loan Agreement without the prior written consent of Mortgagee.
 3. Any "Default" (as defined in the Loan Agreement).
 4. The condemnation, seizure, taking or appropriation of, or the occurrence of uninsured loss, damage, destruction or casualty with respect to, any material portion of the Mortgaged Property, as determined by Mortgagee.

Upon the occurrence of a Default, Mortgagee may at its sole option, in addition to and not in lieu of or substitution of all other rights and remedies provided by this Mortgage or by law or in equity, do any or all of the following:

1. Without notice, declare the entire amount of the Obligations due, then or thereafter as it may elect. If the Obligations are not paid upon demand, Mortgagee may at its sole option (i) bring suit therefor, (ii) demand payment of and bring suit for any delinquent installment payment under the Loan Agreement or payment of all or any part of the Obligations, or (iii) take any and all steps and institute all proceedings that the Mortgagee deems necessary to enforce this Mortgage and the payment of the Obligations and the performance and observance of the covenants herein and to protect the lien of this Mortgage.
2. Mortgagee (or any person, firm or corporation designated to act on behalf of Mortgagee), with the irrevocable consent of Mortgagor herein given (i) may enter into and upon all or any part of the Mortgaged Property, may exclude Mortgagor therefrom and may hold, use, administer, operate, manage and control the Mortgaged Property, exercise all rights, privileges and powers of Mortgagor with respect thereto and conduct the business thereof, all to the same extent Mortgagor could do so, and (ii) at the expense of Mortgagor and from time to time, may maintain and restore or complete the improvements upon the Mortgaged Property and in the course of completion may make such changes in such improvements as Mortgagee deems reasonably desirable.
3. Mortgagee may, at its option, commence foreclosure proceedings against the Mortgaged Property through judicial proceedings or by advertisement pursuant to the statutes in such case made and provided and sell the Mortgaged Property or cause the same to be sold at public sale in accordance with such statutes and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents. By execution of this Mortgage, Mortgagor hereby grants to Mortgagee the power to sell and convey the Mortgaged Property at public sale in accordance with the statutes providing therefor. In the event of a foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies. Any foreclosure sale may, at the sole option of Mortgagee, be made en masse or in parcels, any law to the contrary notwithstanding, and Mortgagor hereby knowingly, voluntarily and intelligently waives any right to require any such foreclosure sale to be made in parcels or any right to select which parcels shall be sold.
4. Mortgagee may, in its sole and absolute discretion: (i) collect any or all of the Rents, including any Rents past due and unpaid, (ii) perform any obligation or exercise any right or remedy of Mortgagor under any Lease, (iii) enforce any obligation of any tenant of any of the Mortgaged Property, or (iv) enforce all other rights, remedies and benefits available under MCLA 554.231 and 554.232. Mortgagee may exercise any right under this subsection (4), whether or not Mortgagee shall have entered into possession of any of the Mortgaged Property, and nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession" or an owner or operator of the Mortgaged Property as may be defined in any state or federal environmental law or regulation, unless Mortgagee shall have entered into and shall continue to be in actual possession of the Mortgaged Property. The collection of Rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose this Mortgage following a Default. In the event of a sale

on foreclosure which shall result in a deficiency, the assignment of Rents shall stand as security during the redemption period for the payment of such deficiency.

5. Mortgagee shall have the right, in connection with the exercise of its remedies hereunder, to the appointment of a receiver to take possession and control of the Mortgaged Property or to collect the Rents, without notice and without regard to the adequacy of the Mortgaged Property to secure the Obligations. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not, and Mortgagee hereunder or any other holder of any of the Loan Documents may be appointed as such receiver. Such receiver shall have power to collect the Rents (i) during the pendency of such foreclosure, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such Rents. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during said period, including, to the extent permitted by law, the right to lease all or any portion of the Mortgaged Property for a term that extends beyond the time of such receiver's possession, without obtaining prior court approval of such lease, and the right to make repairs and to make improvements necessary or advisable in its or his opinion to preserve the Mortgaged Property, or to make and keep them rentable to the best advantage, and Mortgagee may advance moneys to a receiver for such purposes. Any moneys so expended or advanced by Mortgagee or by a receiver shall be added to and become a part of the Obligations secured by this Mortgage.

H. This Mortgage remains in effect until Mortgagee releases it. Upon full and final payment and performance of all of the Obligations, Mortgagee will, at Mortgagor's sole cost and expense and following written request from Mortgagor, release this Mortgage.

I. Leases; Assignment of Leases and Rents.

1. Mortgagor has no right or power, as against Mortgagee, without the prior written consent of Mortgagee, in each case (i) to enter into or modify or amend, in any material respect, or cancel, any of the terms, covenants or conditions of any Leases, (ii) to consent to any assignment of any Lease or any subletting of the portion of the Mortgaged Property subject to any Lease, (iii) to assign, mortgage or otherwise encumber any of the Leases or any of the Rents due or to become due thereunder or to which Mortgagee may now or hereafter become entitled, or (iv) to accept prepayments of installments of rent for more than thirty (30) days in advance of the time when the same shall become due or to anticipate the rents thereunder, except for security deposits not in excess of one (1) month's rent. Mortgagor shall notify Mortgagee as soon as Mortgagor is aware of the same and not later than six (6) months prior to the date of the expiration of the term of any Lease of its intention either to renew or not renew any such Lease and if Mortgagor shall intend to renew the Lease, the terms and conditions of any such renewal Lease.
2. In addition to containing such other terms and conditions as Mortgagee shall approve, each Lease which shall be entered into in accordance with the provisions hereof shall (i) not permit the lessee thereunder to terminate or invalidate the terms of its Lease as a result of any action taken by Mortgagee to enforce this Mortgage either by foreclosure, or

acceptance of a deed in lieu of foreclosure, or by resort to any other rights or remedies available to Mortgagee hereunder or at law or in equity, (ii) include a subordination clause providing that the Lease and the interest of the lessee thereunder in the Mortgaged Property are in all respects subject and subordinate to this Mortgage, (iii) provide that, at the option of Mortgagee or the purchaser at a foreclosure sale or the grantee in a voluntary conveyance in lieu of foreclosure, the lessee thereunder shall attorn to Mortgagee or to such purchaser or grantee under all of the terms of the Lease and recognize such entity as the lessor under the Lease for the balance of the term of the Lease, and (iv) provide that, in the event of the enforcement by Mortgagee of the rights and remedies provided by law or in equity or by this Mortgage, any person succeeding to the interest of Mortgagee as a result of such enforcement shall not be bound by any prepayment of installments of rent for more than thirty (30) days in advance of the time when the same shall become due or any material amendment, modification, extension, cancellation or renewal of the Lease made without the prior written consent of Mortgagee.

3. As to all Leases which shall be consented to by Mortgagee, Mortgagor shall (i) promptly perform, all of the provisions of such Leases on its part to be performed, (ii) promptly enforce in all material respects, all of the material provisions of such Leases on the part of the lessees thereunder to be performed, (iii) refrain from taking any action which would result in the diminution of the Rents under Leases, (iv) appear in and prosecute or defend any action or proceeding arising under, growing out of, or in any manner connected with, the Leases to which it is a party, (v) exercise, within five (5) days after demand by Mortgagee, any right to request from the lessee under any Lease a certificate with respect to the status thereof, (vi) deliver to Mortgagee, within five (5) days after demand by Mortgagee, a written statement containing the names of all lessees, the terms of all Leases and the spaces occupied and rentals payable thereunder and a statement of all Leases which are then in default, including the nature and magnitude of any such default, and (vii) promptly deliver to Mortgagee a fully executed counterpart of each Lease upon the execution of the same. All Leases, if any, shall be subject and subordinate to this Mortgage.
4. Mortgagor hereby assigns to Mortgagee from and after the date hereof (including any period allowed by law for redemption after any foreclosure to other sale), primarily, on a parity with the Mortgaged Property, and not secondarily, as further security for the payment and performance of the Obligations, the Leases and the Rents pursuant to MCLA 554.231 *et seq.* and MCLA 565.81 *et seq.* Nothing contained in this Section I shall be construed to bind Mortgagee to the performance of any of the terms, covenants, conditions or agreements contained in any of the Leases or otherwise impose any obligation on Mortgagee (including, but without limiting the generality of the foregoing, any liability under the covenant of quiet enjoyment contained in any Lease in the event that any lessee shall have been joined as a party defendant in any action to foreclose this Mortgage or commenced by reason of an occurrence of a Default or in the event any lessee shall have been barred and foreclosed of any or all right, title and interest and equity of redemption in the Mortgaged Property), except that Mortgagee shall be accountable for any money actually received pursuant to the aforesaid assignment. Mortgagor hereby further grants to Mortgagee the right, but not the obligation, exercisable after the occurrence of a Default and Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which power of attorney is with full power of substitution and coupled with an interest, to do all things during the continuance of any Default, including (i) to enter upon and take possession of the Mortgaged Property for the

purpose of collecting the Rents, and/or exercising any rights or remedies under the Leases, (ii) to dispossess by the usual summary proceedings any lessee defaulting in making any payment due under any Lease to Mortgagee or defaulting in the performance of any of its other obligations under its Lease, (iii) to let the Mortgaged Property or any portion thereof, (iv) to apply the Rents on account of the Obligations, (v) to exercise all of the rights and benefits conferred by No. 210 of the Michigan Public Acts of 1953 (MCLA 554.231, 554.232 and 554.233), as amended, and Act No. 228 of the Public Acts of Michigan of 1925 (MCLA 554.211, 554.212 and 554.213), as amended, and (vi) to perform such other acts as Mortgagee is entitled to perform pursuant to this Section I. Such assignment and grant shall continue in effect until the entire amount of the Obligations shall be paid in full and all of the Obligations shall be fully performed in accordance with this Mortgage and the other Loan Documents, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Mortgagee pursuant to such grant, whether or not an action to foreclose this Mortgage has been instituted and without applying for a receiver. Mortgagee, however, grants to Mortgagor, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor and its successors and not to any lessee or other person, a license, revocable following the occurrence of a Default, to collect all of the Rents and to retain, use and enjoy the same.

5. Mortgagor shall receive the Rents as set forth in Subsection I.4 hereof and after the occurrence of a Default shall hold such Rents in trust to be applied to the payment of the Obligations.
6. Upon notice and demand, Mortgagor shall, from time to time, execute, acknowledge and deliver to Mortgagee, or shall cause to be executed, acknowledged and delivered to Mortgagee in form reasonably satisfactory to Mortgagee, one or more separate assignments (confirmatory of the general assignment provided in this Section I) of the lessor's interest in any Lease. Mortgagor shall pay to Mortgagee the expenses incurred by Mortgagee in connection with the preparation and recording of any such instrument.
7. Notwithstanding anything to the contrary in this Section I, Mortgagor shall have the right to modify or terminate any currently existing, non-dealership tenant Leases ("Non-Dealership Tenant Leases"), without the consent of the Mortgagee. Mortgagor agrees that the interest of each lessee under each Non-Dealership Tenant Lease is subordinate to the Mortgagee's interests hereunder and will remain subordinate until the Mortgagee's interest has terminated.

J. Security Agreement and Fixture Filing.

1. It is the intention of Mortgagor and Mortgagee that this Mortgage shall constitute a "security agreement" within the meaning of the Code. Notwithstanding the filing of a financing statement covering any of the Mortgaged Property in the records normally pertaining to personal property, all of the Mortgaged Property, for all purposes and in all proceedings, legal or equitable, shall be regarded, at Mortgagee's option (to the extent permitted by law), as part of the Mortgaged Property whether or not any such item is physically attached to the Land or serial numbers are used for the better identification of certain items. The mention in any such financing statement of any of the Mortgaged Property shall never be construed in any way as derogating from or impairing this declaration and hereby stated intention of Mortgagor and Mortgagee that such mention in the financing statement is hereby declared to be for the protection of Mortgagee in the

event any court shall at any time hold that notice of Mortgagee's priority of interest, to be effective against any third party, including the federal government or any authority or agency thereof, must be filed in the Uniform Commercial Code records. Pursuant to the provisions of the Code, Mortgagor hereby authorizes Mortgagee, without the signature of Mortgagor, to execute and file financing and continuation statements if Mortgagee shall determine, in its sole discretion, that such financing or continuation statements are necessary or advisable in order to preserve or perfect its security interest in the personal property covered by this Mortgage, and Mortgagor shall pay to Mortgagee, on demand, any expenses incurred by Mortgagee in connection with the preparation, execution and filing of such statements that may be filed by Mortgagee.

2. This Mortgage is intended to be a financing statement filed as a fixture filing pursuant to Section 9-502(c) of the Code. The addresses of the Mortgagor (Debtor) and the Mortgagee (Secured Party) are set forth in Section A above. This Mortgage is to be filed for recording in appropriate public records of the county where the Land is located. The Mortgagor is the record owner of the Mortgaged Property.
3. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between the Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of the Mortgagor, as lessor thereunder.
4. The Mortgagor represents and warrants that: (i) the Mortgagor is the record owner of the Mortgaged Property; (ii) the Mortgagor's principal place of business is located in the State of Michigan; (iii) the Mortgagor's state of organization is the State of Michigan; and (iv) the Mortgagor's exact legal name is as set forth in Section A above.

K. State Specific Provisions.

1. Inconsistencies. In the event of any inconsistencies between the terms and provisions of this Mortgage and Section K of this Mortgage, the terms and provisions of Section K shall govern and control.
2. Recording Act Compliance. THIS MORTGAGE SHALL BE INDEXED AS A "MORTGAGE" BY THE REGISTER OF DEEDS, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, THIS MORTGAGE SHALL BE DEEMED TO BE AND SHALL BE ENFORCEABLE AS A MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING. Notwithstanding the title of this document to the contrary, it is acknowledged by Mortgagor that this document grants to Mortgagee a security interest and an assignment of leases and rents as provided herein, including, without limitation, all rights conferred by No. 210 of the Michigan Public Acts of 1953 (MCLA 554.231, 554.232 and 554.233), as amended, Mortgagor recognizing and acknowledging that under MCLA 565.201(3) only one recordable event may be reflected in the title of a document to be recorded with a Register of Deeds in the State of Michigan and that, absent such statute, this document would be titled Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement.

3. Waste. Subject to the right of Mortgagor to contest in good faith and by appropriate proceedings for which appropriate reserves have been established and adequate security, in Mortgagee's reasonable determination, has been posted, nonpayment of any taxes or assessments levied, assessed or imposed upon the Mortgaged Property and nonpayment of any premiums for any insurance thereon shall constitute waste and shall entitle Mortgagee to exercise the remedies afforded by Act No. 236 of the Michigan Public Acts of 1961, Section 600.2927, as now or hereafter amended, and by any other statute or law now or hereafter in effect and applicable to such waste. Mortgagor hereby consents to the appointment of a receiver under said Section 600.2927 should Mortgagee elect to seek such relief.
4. Power of Sale. THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON THE OCCURRENCE OF A DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT PURSUANT TO MICHIGAN LAW. IN A FORECLOSURE BY ADVERTISEMENT, NO HEARING IS INVOLVED AND THE ONLY NOTICE REQUIRED IS PUBLICATION OF A FORECLOSURE NOTICE IN A LOCAL NEWSPAPER AND POSTING A COPY OF THE NOTICE UPON THE LAND. IF THIS MORTGAGE IS FORECLOSED BY ADVERTISEMENT UNDER THE PROVISIONS OF MCLA 600.3201 *ET SEQ.*, THE MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MICHIGAN AND THE CONSTITUTION AND LAWS OF THE UNITED STATES OF AMERICA TO ANY NOTICE OR HEARING IN CONNECTION WITH A FORECLOSURE BY ADVERTISEMENT EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE. Upon the occurrence and continuance of a Default, Mortgagee may, and is hereby authorized and empowered to, exercise any and all rights and remedies provided herein or in the Loan Agreement or available at law or in equity including, without limitation, the right to sell or cause to be sold, the Mortgaged Property and to convey the same to the purchaser pursuant to the provisions of Act No. 236 of the Michigan Public Acts of 1961 (MCLA 600.3201 *et seq.*) and Section 49 of the Act (MCLA 125.1449) as such may apply pertaining to "Foreclosure of Mortgages by Advertisement," or to realize upon the assignment of leases and rents granted hereby.
5. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS MORTGAGE OR THE LOAN DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED THEREBY WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.
6. This Mortgage is governed by the laws of the State of Michigan.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Mortgage as of the day and year first above written.

MGM MILLINGTON, LLC

By: MGM Properties, L.L.C., its sole member

By: [Signature]
William S. McDonald, Member

STATE OF Michigan)
) SS.
COUNTY OF Saginaw)

The foregoing instrument was acknowledged before me this 9 day of May, 2018, by William S. McDonald, the member of MGM Properties, L.L.C., the sole member of MGM Millington, LLC, on behalf of such company as its authorized representative.

Notary's Signature: [Signature]

Notary's Name: Sandra J Thompson

Notary Public, State of Michigan, County of Saginaw
Acting in the County of _____

My commission expires: 1/15/2020

SANDRA J THOMPSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF SAGINAW
My Commission Expires 1/15/2020
Acting in the County of Saginaw

SAM

Executed and acknowledged by Mortgagee as of the day and year first above written.

ALLY BANK (Ally Capital in Hawaii, Mississippi, Montana and New Jersey)

By: [Signature]
Name: **K. Horodnik**
Title: Authorized Representative

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 6th day of May, 2018, by K. Horodnik, the Authorized Representative of Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and New Jersey), on behalf of the bank as its authorized representative.

Notary's Signature: [Signature]

Notary's Name: Kristie Bumphrey

Notary Public, State of Illinois, County of Will
Acting in the County of Cook

My commission expires: 12/07/21



EXHIBIT A

LEGAL DESCRIPTION

Tax Id Number(s): 017-021-000-0500-01; 017-021-000-0200-03

Land situated in the Township of Millington in the County of Tuscola in the State of MI

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning. 017-021-000-0500-01

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning. 017-021-000-0200-03

Commonly known as: 9007 State Rd, Millington, MI 48746-8902

JUDGMENTS, UCC, AND LIENS EXHIBIT

SAMPLE



RECEIVED IN TUSCOLA COUNTY
Apr 05 2013 02:27:44P
RECEIVED IN TUSCOLA COUNTY
Apr 12 2013 03:09:09P

53 2013 965788



Recorded Apr 12, 2013 04:05P
Tuscola County John Bishop
(Register of Deeds)
Receipt # 339971 Fee: 15.00

L-1277 P-211 (3)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

GREENBERG TRAURIG, LLP
77 WEST WACKER DRIVE, SUITE 3100
CHICAGO, ILLINOIS 60601

When Recorded Return To:
Title Source, Inc. - Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI #: 5760392074

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
MGM MILLINGTON, LLC

OR

1b. INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

1c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

9007 STATE ROAD **MILLINGTON TOWNSHIP** **MI** **48746** **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE: ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

LLC **MI** **MID55503** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

2c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

2d. SEE INSTRUCTIONS ADD'L INFO RE: ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
ALLY BANK (ALLY CAPITAL IN HAWAII, MISSISSIPPI, MONTANA AND NEW JERSEY)

OR

3b. INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

3c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

6985 UNION PARK CENTER, SUITE 435 **MIDVALE** **UT** **84047** **USA**

4. This FINANCING STATEMENT covers the following collateral:

ALL OF THE DEBTOR'S FEE SIMPLE RIGHT, TITLE AND INTEREST IN THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL APPURTENANCES THERETO, AND ANY AND ALL BUILDINGS, STRUCTURES, FIXTURES AND IMPROVEMENTS THEREON, WHETHER NOW OR LATER EXISTING.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOC SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable): 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee) (optional): All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
TUSCOLA COUNTY, MICHIGAN

15-Title Source (enr)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

8. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
MGM MILLINGTON, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME/SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names					
11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)					
12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.		16. Additional collateral description:		
14. Description of real estate:				
See Exhibit A Attached hereto and made a part hereof.				
15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):				

17. Check only if applicable and check only one box.	
Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate	
18. Check only if applicable and check only one box.	
<input type="checkbox"/> Debtor is a TRANSMITTING UTILITY	
<input type="checkbox"/> Filed in connection with a Manufactured Home Transaction	
<input type="checkbox"/> Filed in connection with a Public Finance Transaction	

EXHIBIT A

LEGAL DESCRIPTION

Land Situated in the Township of Millington in the County of Tuscola in the State of Michigan

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning.

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning.

Address: 9007 State Road, Millington Township, Michigan 48746

Tax Id Numbers: 017-021-000-0500-01 (as to Parcel 1), 017-021-000-0200-03 (as to Parcel 2)

RECEIVED IN TUSCOLA COUNTY
Aug 25, 2016 11:22:26A

53 2016 1002803



Recorded Aug 25, 2016 11:48A
Tuscola County John Bishop
(Register of Deeds)
Receipt # 372472 Fee: 15.00

L-1357 P-1259 (3)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Saikat Ray & 877-873-6990
B. E-MAIL CONTACT AT FILER (optional) E.Mahesh2@genpact.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> ALLY UCC PO Box 982115 EL Paso, TX 79998-2115 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER L-1277 P-211 Original Filing Date: 04/12/2013	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
--	--

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: **AND** Check one of these three boxes to:
 This Change affects Debtor or Secured Party of record
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
ALLY BANK(ALLY CAPITAL IN HAWAII, MISSISSIPPI, MONTANA AND NEW JERSEY)

OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
ALLY FINANCIAL

OR 7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS P.O. BOX 466	CITY Orland Park	STATE IL	POSTAL CODE 60462-0466	COUNTRY USA
--	----------------------------	--------------------	----------------------------------	-----------------------

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
ALLY BANK(ALLY CAPITAL IN HAWAII, MISSISSIPPI, MONTANA AND NEW JERSEY)

OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
BC 45 , PDN 23976 , MGM Millington, LLC , Michigan(TUSCOLA COUNTY) , WZ0YTY

15-Ally-(enw.)
3

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
L-1277 P-211 Original Filing Date: 04/12/2013

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

OR	12a. ORGANIZATION'S NAME	
	ALLY BANK(ALLY CAPITAL IN HAWAII, MISSISSIPPI, MONTANA AND NEW JERSEY)	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

OR	13a. ORGANIZATION'S NAME			
	MGM Millington, LLC			
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

See Exhibit "A" Attached hereto and made a part hereof

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

**MGM Millington, LLC
9007 STATE RD
MILLINGTON, Michigan, 48746**

17. Description of real estate:

See Exhibit "A" Attached hereto and made a part hereof

18. MISCELLANEOUS:

BC 45, PDN 23976, MGM Millington, LLC, Michigan(TUSCOLA COUNTY), WZ0YTY

EXHIBIT A

LEGAL DESCRIPTION

Land Situated in the Township of Millington in the County of Tuscola in the State of Michigan

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 80 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning.

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning.

Address: 9007 State Road, Millington Township, Michigan 48746

Tax Id Numbers: 017-021-000-0500-01 (as to Parcel 1), 017-021-000-0200-03 (as to Parcel 2)

RECEIVED IN TUSCOLA COUNTY
NOVEMBER 6, 2017 11:47:44 AM



Recorded 11/6/2017 3:58:35 PM
Tuscola County John Bishop
(Register of Deeds)
Receipt: 175 Fee:\$30.00

L- 01385 P- 00516 - 00518 (3)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Ravi Kothur & 877-873-6990
B. E-MAIL CONTACT AT FILER (optional) ally_administration@ally.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) ALLY UCC PO Box 982115 EL Paso, TX 79998-2115

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER L-1277 P-211 Original Filing Date:04/12/2013	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
--	--

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c, and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME MGM Millington, LLC	OR		
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME	OR		
7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME ALLY FINANCIAL	OR		
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
BC 45, PDN 23976, MGM Millington, LLC, (Tuscola County),Michigan, PZ26DN

3E

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
L-1277 P-211 Original Filing Date: 04/12/2013

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME ALLY FINANCIAL	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME MGM Millington, LLC			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

See Exhibit A Attached hereto and made apart hereof.

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

**MGM Millington, LLC
9007 STATE RD,
MILLINGTON, Michigan, 48746.**

17. Description of real estate:

See Exhibit A Attached hereto and made apart hereof.

18. MISCELLANEOUS:

BC 45, PDN 23976, MGM Millington, LLC, (Tuscola County), Michigan, PZ26DN

EXHIBIT A

LEGAL DESCRIPTION

Land Situated in the Township of Millington in the County of Tuscola in the State of Michigan

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning.

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning.

Address: 9007 State Road, Millington Township, Michigan 48746

Tax Id Numbers: 017-021-000-0500-01 (as to Parcel 1), 017-021-000-0200-03 (as to Parcel 2)

RECEIVED IN TUSCOLA COUNTY
MAY 14 2018 10:54:16 AM

RECEIVED IN TUSCOLA COUNTY
MAY 21 2018 09:39:45 AM

RECEIVED IN TUSCOLA COUNTY
MAY 22 2018 11:17:40 AM

Recorded 5/22/2018 11:28:06 AM
Tuscola County John Bishop
(Register of Deeds)
Receipt: 6655 Fee:\$30.00

L- 01398 P- 00160 - 00162 (3)

UCC FINANCING STATEMENT ③

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
When Recorded Return to: Karen Horodnik Ally Bank 15303 S. 94th Avenue Orland Park, IL 60462
Amrock Inc. - Commercial Team 662 Woodward Avenue Detroit, MI 48226 Amrock Inc.## 642-5128 JLS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME MGM Millington, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS				
9007 State Rd.		CITY Millington	STATE MI	POSTAL CODE 48746
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS				
		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Ally Financial				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS				
15303 S. 94th Avenue		CITY Orland Park	STATE IL	POSTAL CODE 60462
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:

All of the following property in which Debtor has an interest, wherever located, whether now or later existing, and any and all accessions, additions, attachments, replacements, substitutions, returns, and profits thereof in whatever form or type: all accounts, instruments, equipment, general intangibles, chattel paper, cash and cash equivalents, documents, fixtures, books and records (whether written, electronic, or other media), any and all agreements, certificates, instruments, permits, licenses, plans, specifications, and other documents now existing or later arising, and Debtors' rights therein, related to the use, occupation, enjoyment, construction, management, or operation of the real property described on Exhibit A attached hereto, and all proceeds of the foregoing.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
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7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
Tuscola County, MI Recorder

3E

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME MGM Millington, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME					
OR					
10b. INDIVIDUAL'S SURNAME					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX	
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)

16. Description of real estate:

See Exhibit A

17. MISCELLANEOUS:

EXHIBIT A
LEGAL DESCRIPTION

Tax Id Number(s): 017-021-000-0500-01; 017-021-000-0200-03

Land situated in the Township of Millington in the County of Tuscola in the State of MI

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning. 017-021-000-0500-01

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning. 017-021-000-0200-03

Commonly known as: 9007 State Rd, Millington, MI 48746-8902

RECEIVED IN TUSCOLA COUNTY
NOVEMBER 30, 2020 08:28:55 AM

Recorded 11/30/2020 9:42:36 AM
Tuscola County John Bishop
(Register of Deeds)
Receipt: 39645 Fee:\$30.00

L- 01463 P- 01066 - 01068 (3)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
2017 76814 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Michigan (Tuscola)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER L-1277 P-211 04/12/2013	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
--	--

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME ALLY FINANCIAL

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME ALLY FINANCIAL

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS 3333 Finley Road, Suite 600

CITY Downers Grove	STATE IL	POSTAL CODE 60515	COUNTRY USA
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME ALLY FINANCIAL

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA: Debtor: MGM Millington, LLC - BC 045, PDN 23976 2017 76814

32

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
L-1277 P-211 04/12/2013

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME
ALLY FINANCIAL

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME **MGM Millington, LLC**

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest)

**MGM Millington, LLC
9007 STATE RD ,
MILLINGTON , Michigan, 48746**

17. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

18. MISCELLANEOUS:

Tuscola COUNTY , Michigan

EXHIBIT A

LEGAL DESCRIPTION

Land Situated in the Township of Millington in the County of Tuscola in the State of Michigan

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning.

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning.

Address: 9007 State Road, Millington Township, Michigan 48746

Tax Id Numbers: 017-021-000-0500-01 (as to Parcel 1), 017-021-000-0200-03 (as to Parcel 2)

RECEIVED IN TUSCOLA COUNTY
NOVEMBER 30, 2020 08:29:30 AM

Recorded 11/30/2020 9:42:37 AM
Tuscola County John Bishop
(Register of Deeds)
Receipt: 39645 Fee:\$30.00

L- 01463 P- 01069 - 01071 (3)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
2017 78725 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Michigan (Tuscola)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER L-01398 P-00160 05/22/2018	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
---	---

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME ALLY FINANCIAL			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME ALLY FINANCIAL			
OR	7b. INDIVIDUAL'S SURNAME		
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS 3333 Finley Road, Suite 600	CITY Downers Grove	STATE IL	POSTAL CODE 60515	COUNTRY USA
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME ALLY FINANCIAL			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:** Debtor: MGM Millington, LLC - BC 045, PDN 23976 2017 78725

3

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
L-01398 P-00160 05/22/2018

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

ALLY FINANCIAL

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME MGM Millington, LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

SEE EXHIBIT A

15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

MGM Millington, LLC
9007 STATE RD ,
MILLINGTON , Michigan, 48746

17. Description of real estate:

SEE EXHIBIT A

18. MISCELLANEOUS:

Tuscola COUNTY, Michigan

EXHIBIT A
LEGAL DESCRIPTION

Tax Id Number(s): 017-021-000-0500-01; 017-021-000-0200-03

Land situated in the Township of Millington in the County of Tuscola in the State of MI

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning. 017-021-000-0500-01

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning. 017-021-000-0200-03

Commonly known as: 9007 State Rd, Millington, MI 48746-8902

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Recorded 11/4/2022 11:25:56 AM
Received 11/04/2022 10:01:17 AM
Tuscola County John Bishop
(Register Of Deeds)
Receipt # 66420 Fee:\$30.00

L - 01520 P - 01312 - 01314 3

A. NAME & PHONE OF CONTACT AT FILER (optional) (800) 826-5256 UCC Division
B. E-MAIL CONTACT AT FILER (optional) ucc@ncscredit.com Tuscola, MI
C. SEND ACKNOWLEDGMENT TO: (Name and Address) NCS UCC Services Group PO Box 24101 Cleveland, OH 44124 USA (800) 826-5256

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER L-1277 P-211 04/12/2013	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME MGM Millington, LLC				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME ALLY FINANCIAL				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
UCC# U326758 Ref# Central Region, BC 45, PDN 23976, MGM Millington, LLC

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
L-1277 P-211 04/12/2013

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME ALLY FINANCIAL
OR
12b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME MGM Millington, LLC
OR
13b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

MGM Millington, LLC
9007 STATE RD ,
MILLINGTON , Michigan, 48746

17. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

18. MISCELLANEOUS:

Tuscola COUNTY , Michigan

EXHIBIT A

LEGAL DESCRIPTION

Land Situated in the Township of Millington in the County of Tuscola in the State of Michigan

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning.

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning.

Address: 9007 State Road, Millington Township, Michigan 48746

Tax Id Numbers: 017-021-000-0500-01 (as to Parcel 1), 017-021-000-0200-03 (as to Parcel 2)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Recorded 12/8/2022 1:58:10 PM
Received 12/08/2022 01:48:53 PM
Tuscola County John Bishop
(Register Of Deeds)
Receipt # 67411 Fee:\$30.00

L - 01522 P - 01112 - 01114 3

A. NAME & PHONE OF CONTACT AT FILER (optional) (800) 826-5256 UCC Division
B. E-MAIL CONTACT AT FILER (optional) ucc@ncscredit.com Tuscola, MI
C. SEND ACKNOWLEDGMENT TO: (Name and Address) NCS UCC Services Group PO Box 24101 Cleveland, OH 44124 USA (800) 826-5256

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER L-01398 P-00160 05/22/2018	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME MGM Millington, LLC				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME ALLY FINANCIAL				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
UCC# U328246 Ref# Central Region, BC 45, PDN 23976, MGM Millington, LLC

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
L-01398 P-00160 05/22/2018

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME	ALLY FINANCIAL		
OR	12b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME		
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME	MGM Millington, LLC			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):
SEE EXHIBIT A

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):
MGM Millington, LLC
9007 STATE RD,
MILLINGTON, Michigan, 48746

17. Description of real estate:
SEE EXHIBIT A

18. MISCELLANEOUS:
Tuscola COUNTY, Michigan

EXHIBIT A
LEGAL DESCRIPTION

Tax Id Number(s): 017-021-000-0500-01; 017-021-000-0200-03

Land situated in the Township of Millington in the County of Tuscola in the State of MI

Parcel 1:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21; thence South 00 degrees 10 minutes 30 seconds West 341 feet; thence North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 00 degrees 10 minutes 30 seconds East, 341 feet; thence South 89 degrees 40 minutes 24 seconds West, 795 feet to the point of beginning. 017-021-000-0500-01

Parcel 2:

A parcel of land in Section 21, Township 10 North, Range 8 East, commencing at North quarter corner of Section 21, North 89 degrees 40 minutes 24 seconds East, 795 feet; thence North 89 degrees 40 minutes 24 seconds East, 250 feet; thence South 00 degrees 10 minutes 30 seconds West, 250 feet; thence South 89 degrees 40 minutes 24 seconds West, 250 feet; thence North 00 degrees 10 minutes 30 seconds East, 250 feet to the point of beginning. 017-021-000-0200-03

Commonly known as: 9007 State Rd, Millington, MI 48746-8902