S T A T E O F M I C H I G A N

C O U R T O F A P P E A L S

LAURENCE B. DEITCH, DAVID F SIMON, DONALD F. TUCKER and RANDOLPH J. FRIEDMAN,	UNPUBLISHED May 10, 1996
Plaintiff-Appellants,	
v	No. 180421 LC No. 94-2608-CK
RENKEN/LIVONIA ASSOCIATES LIMITED PARTNERSHIP, now known as SCHOOLCRAFT/ LIVONIA ASSOCIATES LIMITED PARTNERSHIP, a Michigan Limited Partnership,	
Defendant-Appellee.	

Before: Saad, P.J., and McDonald and M. A. Chrzanowski*, JJ.

MEMORANDUM.

Plaintiffs appeal as of right from an October 31, l994, order granting defendant's motion for summary disposition pursuant to MCR 2.116(C)(10) in this action for recovery under a note. We affirm.

Because there were no genuine issues as to any material facts, the trial court did not err in granting summary disposition in favor of defendant. Radtke v Everett, 442 Mich. 368; 501 NW2d 155 (1993). Contrary to plaintiffs' assertions, they were not found liable on the note in their capacities as shareholders. Plaintiffs are liable because the were personal guarantors of the note. They entered into the guaranty agreement as individuals, acting in their individual capacities, and thereby exposed themselves to personal liability in the event of default by the partnership. Accordingly, although the partnership agreement may have protected the plaintiffs in their capacity as shareholders of the general partner in the limited partnership, it did not protect them as individuals, acting in their individual capacities, from liability under a personal guaranty agreement with the bank.

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* Circuit judge, sitting on the Court of Appeals by assignment.

Moreover, it is undisputed the guaranty agreement expressly provided the bank could proceed against the guarantors directly without first pursuing any alternative remedies it may have had available to it. Thus, even if these matters did constituted factual questions, they were not material to the resolution of the legal questions at issue.

Affirmed.

/s/ Henry William Saad
/s/ Gary R. McDonald
/s/ Mary A. Chrzanowski