

FILED

JUN 7 1978

John L. Corcoran, County Clerk

M Medlock
BY M. MEDLOCK, DEPUTY

1 TIMOTHY OLIVER STOEN
120 Montgomery Street, Suite 1700
2 San Francisco, California 94104
3 Telephone: (415) 391-5020
4 Attorney for Plaintiffs

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

WADE B. MEDLOCK and MABEL M.
MEDLOCK, husband and wife,
Plaintiffs,

vs.

JAMES WARREN JONES, also known
as JIM JONES; PEOPLES TEMPLE
OF THE DISCIPLES OF CHRIST, a
nonprofit corporation; ENOLA M.
NELSON; ENOLA M. NELSON REALTY;
HUGH FORTSYN; JAMES McELVANE;
and FIRST DOE through FIFTIETH
DOE, inclusive,
Defendants.

No. 243202

COMPLAINT FOR COMPENSATORY
AND PUNITIVE DAMAGES FOR
CONVERSION BASED ON COERCION
AND FOR INTENTIONAL INFLIC-
TION OF EMOTIONAL DISTRESS

Plaintiffs allege:

FIRST CAUSE OF ACTION

1. Plaintiffs are informed and believe and thereon allege that
defendant JAMES McELVANE is, and at all times herein mentioned was,
a resident of the County of Los Angeles, State of California.

2. Defendant PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST ("PEOPLES
TEMPLE") is, and at all times herein mentioned was, a nonprofit cor-

1 poration organized and existing under and by virtue of the laws of
2 the State of California. PEOPLES TEMPLE at all times herein mention-
3 ed represented itself as a church.

4 3. Plaintiffs are informed and believe and thereon allege that
5 defendant ENOLA M. NELSON is, and at all times herein mentioned was,
6 a real estate broker licensed by the State of California and doing
7 business as defendant ENOLA M. NELSON REALTY at 5760 Rodeo Road, Los
8 Angeles, California.

9 4. Plaintiffs are informed and believe and thereon allege that
10 defendant JAMES McELVANE is, and at all times herein mentioned was,
11 a real estate salesman licensed by the State of California and doing
12 business as a salesman for defendants ENOLA M. NELSON and ENOLA M.
13 NELSON REALTY.

14 5. Plaintiffs are informed and believe and thereon allege that
15 defendant JAMES WARREN JONES ("JONES"), also known as JIM JONES,
16 was at all relevant times herein mentioned the president of defendant
17 PEOPLES TEMPLE.

18 6. Plaintiffs WADE B. MEDLOCK and MABEL M. MEDLOCK are, and at
19 all times herein mentioned were, husband and wife and residents of
20 the County of Los Angeles, State of California.

21 7. Plaintiffs are ignorant of the true names and capacities of
22 defendants sued herein as FIRST DOE through FIFTIETH DOE, inclusive,
23 and therefore sue these defendants by such fictitious names. Plain-
24 tiffs will amend this complaint to allege their true names and capa-
25 cities when ascertained. Plaintiffs are informed and believe and
26 thereon allege that each of the fictitiously named defendants is re-

1 responsible in some manner for the occurrences herein alleged, and that
2 plaintiffs' damages as herein alleged were proximately caused by
3 their conduct.

4 8. Defendants JONES, PEOPLES TEMPLE, ENOLA M. NELSON ("NELSON"),
5 ENOLA M. NELSON REALTY ("NELSON REALTY"), HUGH FORTSYN ("FORTSYN"),
6 JAMES McELVANE ("McELVANE"), and FIRST DOE through FIFTIETH DOE, in-
7 clusive, were the agents and employees of their codefendants JONES,
8 PEOPLES TEMPLE, NELSON, NELSON REALTY, FORTSYN, McELVANE, and FIRST
9 DOE through FIFTIETH DOE, inclusive, and in doing the things herein-
10 after alleged were acting within the course and scope of such agency
11 and the permission and consent of their codefendants.

12 9. Plaintiffs are informed and believe and thereon allege that
13 on or about February 1, 1977, in the County of Los Angeles, State of
14 California, defendants, and each of them, knowingly and wilfully con-
15 spired and agreed among themselves to unlawfully extort, convert,
16 and misappropriate from plaintiffs, by fraud and deceit and by threats
17 of death and bodily harm, the net proceeds from the forced sale of
18 plaintiffs' real property in the County of Los Angeles, State of Cal-
19 ifornia, which said defendants knew to have a fair market value of ap-
20 proximately \$190,000.00 and an equity value to plaintiffs of approxi-
21 mately \$130,000.00.

22 10. On February 1, 1977 plaintiffs were the owners of two par-
23 cels of real property, herein referred to respectively as the BALDWIN
24 HILLS PROPERTY and the SECOND AVENUE PROPERTY, in the County of Los
25 Angeles, State of California, described as follows:

26 a. BALDWIN HILLS PROPERTY: a three-bedroom house at 4644

1 Don Zarembo Drive, Los Angeles, California, having a fair market
2 value on that date of approximately \$125,000.00 and outstanding en-
3 cumbrances of approximately \$40,000.00, thereby constituting an equity
4 value in plaintiffs of approximately \$85,000.00.

5 b. SECOND AVENUE PROPERTY: a triplex and five-room house at
6 3891 and 3891 3/4 2nd Avenue, Los Angeles, California, having a fair
7 market value on that date of approximately \$65,000.00 and outstanding
8 encumbrances of approximately \$20,000.00, thereby constituting an
9 equity value in plaintiffs of approximately \$45,000.00.

10 11. Plaintiffs became members of defendant PEOPLES TEMPLE in
11 1971, whose minister and president was defendant JONES. In 1975 de-
12 fendant JONES began to pressure plaintiffs to sell all they had, give
13 all proceeds from such sales to defendant PEOPLES TEMPLE, and "go
14 communal". Plaintiffs resisted this pressure, whereupon defendant
15 JONES gradually increased it. Defendant JONES employed various stra-
16 tegems to induce plaintiffs to sell the above-described properties,
17 one approach being that the money was needed to develop the Peoples
18 Temple Agricultural Mission in Guyana, South America, which was then
19 being established by defendant JONES.

20 12. Plaintiff WADE B. MEDLOCK is 71 years of age, and plaintiff
21 MABEL M. MEDLOCK is 67 years of age. Plaintiffs worked together in
22 their own maintenance business for 33 years to acquire their equity
23 in the above-described properties as security for their senior years.
24 Neither plaintiff at any time wished to sell either parcel of pro-
25 perty or to donate either parcel to anyone, including defendant JONES
26 and defendant PEOPLES TEMPLE. Plaintiffs were living in the BALDWIN

1 HILLS PROPERTY as their residence at all relevant times until on or
2 about August 1, 1977. Plaintiffs had no appreciable assets beyond
3 the aforesaid properties.

4 13. On or about February 13, 1977 in the County of Los Angeles,
5 State of California, defendant JONES personally called plaintiffs
6 into the "council room" of the PEOPLES TEMPLE church building at
7 1366 Alvarado Boulevard, Los Angeles. Present with defendant JONES
8 at said time and place were at least seven other members of defendant
9 PEOPLES TEMPLE, including defendants FORTSYN, NELSON, and McELVANE,
10 all acting as agents for defendant JONES. Defendant JONES at said
11 time and place presented to plaintiffs certain documents previously
12 filled out by defendants NELSON, NELSON REALTY, and McELVANE author-
13 izing the sale of the BALDWIN HILLS PROPERTY and the SECOND AVENUE
14 PROPERTY. The sales prices were listed substantially lower than the
15 fair market values in order to expedite immediate sales. When plain-
16 tiffs hesitated, defendant JONES personally order them to sign the
17 documents by stating to plaintiffs the following threat:

18 You will either sign these papers or
19 you will die. We are not taking your
 property but just protecting it.

20 14. Plaintiffs interpreted the aforesaid statement by defendant
21 JONES as a threat they would be killed if they did not sign the docu-
22 ments presented by him. Plaintiffs were not permitted to read the
23 documents nor to ask questions concerning them. Any and all apparent
24 consents of each plaintiff to the aforesaid authorizations were ob-
25 tained by defendants solely through duress and menace of unlawful and
26 violent injury to the person of each plaintiff.

1 15. At the time of signing the aforesaid documents each plaintiff
2 was mindful of having heard defendant JONES say with respect to an
3 individual who had given property to defendant PEOPLES TEMPLE and
4 then reneged and then died, "I killed him."

5 16. Plaintiffs are informed and believe and thereon allege that
6 defendant JONES ordered the other defendants to act as his agents in
7 coercing their signatures on all other documents which would be re-
8 quired to be signed in escrow in order to result in the proceeds of
9 the sales of the above-described parcels being taken by defendant
10 PEOPLES TEMPLE. All apparent consents by plaintiffs to all such other
11 documents were obtained by defendants solely through reminders of
12 the aforesaid threat of defendant JONES and solely through said duress
13 and menace of unlawful and violent injury to the person of each plain-
14 tiff.

15 17. On May 13, 1977, in the County of Los Angeles, State of Cal-
16 ifornia, defendants reminded plaintiffs of the aforesaid threat of
17 defendant JONES and ordered them to sign a document relating to the
18 escrow of the sale of the BALDWIN HILLS PROPERTY (Escrow Number 1183-
19 PW) entitled "Escrow Amendment/Supplement" to Escrow Instructions.
20 A copy of Page 1 of the Disclosure/Settlement Statement for the afore-
21 said sale is attached as "Exhibit A (Baldwin Hills)" and made a part
22 hereof. A copy of the aforesaid Escrow Amendment/Supplement is at-
23 tached as "Exhibit B (Baldwin Hills)" and made a part hereof. The
24 aforesaid Amendment/Supplement was addressed to Crestwood Escrow Ser-
25 vice in Inglewood, California, and reads as follows:

26 //

1 From sellers net proceeds at close of
2 escrow, escrow holder is authorized and
3 instructed to make one-half of net pro-
ceeds payable to PEOPLES TEMPLE and one-
half payable to MABEL M. MEDLOCK.

4 The apparent consent of plaintiffs, and each of them, to the afore-
5 said document was obtained by defendants solely through duress and
6 menace of unlawful and violent injury to the person of each plain-
7 tiff.

8 1B. Plaintiffs are informed and believe and thereon allege that
9 defendant JONES, upon learning that plaintiff MABEL M. MEDLOCK had
10 attempted to withhold from defendant PEOPLES TEMPLE her one-half of
11 the proceeds from the sale of the BALDWIN HILLS PROPERTY, was furious
12 and ordered the other defendants to intensify the reminders of the
13 threats constituting duress and menace as above alleged. On May 17,
14 1977, in the County of Los Angeles, State of California, defendants
15 reminded plaintiff MABEL M. MEDLOCK of the aforesaid threats, and or-
16 dered her to sign a document relating to the escrow of the BALDWIN
17 HILLS PROPERTY sale in the form of a letter addressed to Crestwood
18 Escrow Service, a copy of which is attached hereto as "Exhibit C
19 (Baldwin Hills)" and made a part hereof. Said letter reads as fol-
20 lows:

21 You have heretofore been handed an in-
22 struction by me dated May 13, 1977, pro-
23 viding that certain funds be paid to me
at the close of Escrow. I now CANCEL
THAT INSTRUCTION.

24 Instead, please pay all funds due to me
25 from this Escrow to PEOPLES TEMPLE of
the Disciples of Christ, a California
26 Corporation.

1 The apparent consent and authorization of plaintiff MABEL M. MEDLOCK
2 to the aforesaid letter was obtained by defendants solely through
3 said duress and menace of unlawful and violent injury to the person
4 of each plaintiff.

5 19. On May 13, 1977, in the County of Los Angeles, State of Cal-
6 ifornia, defendants reminded plaintiffs of the aforesaid threat of
7 defendant JONES and ordered them to sign a document relating to the
8 escrow of the sale of the SECOND AVENUE PROPERTY (Escrow Number 1074-
9 PW) entitled "Escrow Amendment/Supplement" to Escrow Instructions.
10 A copy of Page 1 of the Settlement Statement for the aforesaid sale
11 is attached as "Exhibit D (Second Avenue)" and made a part hereof.
12 The aforesaid Amendment/Supplement was addressed to Crestwood Escrow
13 Service in Inglewood, California, and reads as follows:

14 From sellers net proceeds at close of
15 escrow, escrow holder is authorized and
16 instructed to make one-half of net pro-
ceeds payable to PEOPLES TEMPLE and one-
half payable to MABEL M. MEDLOCK.

17 The apparent consent of plaintiffs, and each of them, to the afore-
18 said document was obtained by defendants solely through said duress
19 and menace of unlawful and violent injury to the person of each
20 plaintiff.

21 20. Plaintiffs are informed and believe and thereon allege that
22 defendant JONES, upon learning that plaintiff MABEL M. MEDLOCK had
23 attempted to withhold from defendant PEOPLES TEMPLE her one-half of
24 the proceeds from the sale of the SECOND AVENUE PROPERTY, was furious
25 and ordered the other defendants to intensify the reminders of the
26 threats constituting duress and menace as above alleged. On May 17,

1 1977, in the County of Los Angeles, State of California, defendants
2 reminded plaintiff MABEL M. MEDLOCK of the aforesaid threats, and or-
3 dered her to sign a document relating to the escrow of the SECOND
4 AVENUE PROPERTY sale in the form of a letter addressed to Crestwood
5 Escrow Service, a copy of which is attached hereto as "Exhibit E -
6 (Second Avenue)" and made a part hereof. Said letter reads as fol-
7 lows:

8 You have heretofore been handed an in-
9 struction by me dated May 13, 1977,
10 providing that certain funds be paid
 to me at the close of Escrow. I now
 CANCEL THAT INSTRUCTION.

11 Instead, please pay all funds due to
12 me from this Escrow to PEOPLES TEMPLE
13 of the Disciples of Christ, a Califor-
 nia Corporation.

14 The apparent consent and authorization of plaintiff MABEL M. MEDLOCK
15 to the aforesaid letter was obtained by defendants solely through
16 duress and menace of unlawful and violent injury to the person of
17 each plaintiff.

18 21. On or about July 28, 1977, defendants ordered plaintiffs to
19 vacate their BALDWIN HILLS PROPERTY residence because escrow was
20 about to close. Plaintiffs stated to defendants that they would not
21 have sufficient monies to maintain themselves and requested the sum
22 of \$10,000.00 from the net proceeds being claimed by defendant PEO-
23 PLES TEMPLE, but defendants stated to plaintiffs that \$10,000.00 "is
24 too much" and agreed that plaintiffs should receive the sum of
25 \$7,000.00 instead.

26 22. The sales of both the BALDWIN HILLS PROPERTY and the SECOND

1 AVENUE PROPERTY were finalized in escrow on or about August 1, 1977,
2 in the County of Los Angeles, State of California, at which time the
3 following net proceeds were paid over to defendant PEOPLES TEMPLE:

4 a. Net proceeds from sale of BALDWIN HILLS PROPERTY:

5 \$37,003.08; and

6 b. Net proceeds from sale of SECOND AVENUE PROPERTY:

7 \$11,506.99.

8 23. Plaintiffs are informed and believe and thereon allege that
9 in addition to the above-enumerated net proceeds totalling \$48,510.07
10 paid over to defendant PEOPLES TEMPLE, that defendants NELSON and
11 NELSON REALTY were ordered under duress by defendant JONES to pay,
12 and in fact did pay, over to defendant PEOPLES TEMPLE the sum of
13 \$5,217.00, which represented their real estate sales commission of
14 \$2,535.00 from the sale of the BALDWIN HILLS PROPERTY and \$2,682.00
15 from the sale of the SECOND AVENUE PROPERTY.

16 24. At all times herein mentioned, and in particular on or about
17 July 31, 1977, plaintiffs were, and still are, the owners and were,
18 and still are, entitled to the possession of the following personal
19 property: Monies constituting the net proceeds from the sales of the
20 above-described properties paid over to defendant PEOPLES TEMPLE.

21 25. On or about July 31, 1977, the above-mentioned personal pro-
22 perty had a value of \$48,510.07, and on that date was in the posses-
23 sion of plaintiffs at Los Angeles, County of Los Angeles, State of
24 California.

25 26. On or about August 1, 1977, in the County of Los Angeles,
26 State of California, defendants converted the aforesaid personal pro-

1 perty to their own use, as a proximate result of which plaintiffs
2 lost the value of their entire equity in the above-described proper-
3 ties (less the above-mentioned payment of \$7,000.00), all to plain-
4 tiffs' damage in the sum of ONE HUNDRED TWENTY-THREE THOUSAND DOLLARS
5 (\$123,000.00).

6 27. At the time of the conversion, defendants were fully aware
7 that the property was the property of plaintiffs and that plaintiffs
8 were entitled to possession thereto, and notwithstanding that know-
9 ledge, defendants wrongfully, maliciously, and with intent to injure
10 plaintiffs, converted it as hereinabove alleged. By reason thereof,
11 plaintiffs are entitled to exemplary and punitive damages in the sum
12 of TWELVE MILLION DOLLARS (\$12,000,000.00).

13
14 SECOND CAUSE OF ACTION

15 28. Plaintiffs reincorporate the allegations of their First
16 Cause of Action as though fully set forth at length herein.

17 29. Plaintiffs are informed and believe and thereon allege that
18 on or about June 16, 1977, in the City and County of San Francisco,
19 State of California, defendants, and each of them excepting defendants
20 NELSON and NELSON REALTY, knowingly and wilfully conspired and agreed
21 among themselves to intentionally inflict emotional distress and
22 mental suffering on plaintiffs should they refuse to follow defendant
23 JONES to "Jonestown", Guyana, South America, and thereby become un-
24 able effectively to protest and complain to legal authorities about the
25 above-alleged unlawful extortion and conversion. Said infliction of
26 emotional distress and mental suffering was to be done by threats of

1 death and bodily injury made by persons in the County of Los Angeles,
2 State of California, who would be selected by, and who would act
3 upon the express orders of, defendant JONES in Guyana, South America.
4 Defendant JONES would transmit such orders in pre-arranged code by
5 courier and by international shortwave amateur radio.

6 30. On or about January 20, 1978, in the County of Los Angeles,
7 State of California, defendant FORTSYN telephoned plaintiffs and made
8 the following threat twice, once to each plaintiff:

9 You know what happened to Chris.
10 Jim wants you to come to Guyana.

11 31. At the time of defendant FORTSYN making the above-mentioned
12 threat, the defendants, and each of them, knew that plaintiffs would
13 regard, as they did in fact regard, the name "Chris" as a reference
14 to Christopher Lewis, a member of defendant PEOPLES TEMPLE and body-
15 guard of defendant JONES known publicly to have been murdered on the
16 streets of San Francisco, California in December 1977 shortly after
17 returning from Guyana, South America. At said time the defendants,
18 and each of them, also knew that plaintiffs would regard, as they in
19 fact did regard, the name "Jim" as a reference to defendant JONES.

20 32. Plaintiffs are informed and believe and thereon allege that
21 defendant JONES on or about January 14, 1978, personally ordered, by
22 means of courier and amateur shortwave radio, the making of the afore-
23 said threat, and by the same means dictated its wording, using a pre-
24 arranged code. Plaintiffs are informed and believe and thereon allege
25 that defendant JONES knew and intended that his order would be thus
26 received and acted upon in the County of Los Angeles, State of Cali-

1 fornia so as to result in the making of the aforesaid threat and the
2 consequent injury to plaintiffs.

3 33. Defendants did the acts and things herein alleged pursuant
4 to, and in furtherance of, the conspiracy and agreement above alleged.

5 34. Upon being threatened by FORTSYN as above alleged, plaintiffs
6 became fearful that they would be murdered by defendants. As the
7 proximate result of the aforementioned threat, plaintiffs suffered
8 humiliation, mental anguish, and emotional and physical distress,
9 and have been injured in mind and body, all to plaintiffs' damages
10 in the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) each.

11 35. As a further proximate result of the aforementioned threat,
12 plaintiffs are informed and believe and thereon allege they will be
13 required to employ physicians and surgeons to examine, treat, and
14 care for them, and may incur medical expenses for hospital bills in
15 an amount which has not yet been ascertained.

16 36. The aforementioned acts of defendants were willful, wanton,
17 malicious, and oppressive, and justify the awarding of exemplary and
18 punitive damages in the amount of TWO MILLION DOLLARS (\$2,000,000.00).

19
20 THIRD CAUSE OF ACTION

21 37. Plaintiffs reincorporate the allegations of their First and
22 Second Causes of Action as though fully set forth at length herein.

23 38. On or about March 26, 1978, in the County of Los Angeles,
24 State of California, defendant McELVANE approached plaintiff WADE B.
25 MEDLOCK. Plaintiff WADE B. MEDLOCK said to McELVANE:

26 I don't believe in Jim anymore.

1 Defendant McELVANE at said time and place then made the following
2 threat to plaintiff WADE B. MEDLOCK in the presence of plaintiff
3 MABEL M. MEDLOCK:

4 You better watch out. What happened
5 to Chris could happen to you.

6 39. At the time of defendant McELVANE making the above-mentioned
7 threat, the defendants, and each of them, knew that plaintiffs would
8 regard, as they did in fact regard, the name "Chris" as a reference
9 to Christopher Lewis as above alleged.

10 40. Plaintiffs are informed and believe and thereon allege that
11 defendant JONES on or about March 19, 1978, personally ordered, by
12 means of courier and amateur shortwave radio, the making of the afore-
13 said threat, which was to be rendered by defendant McELVANE after
14 he approached plaintiff WADE B. MEDLOCK and ascertained that said
15 plaintiff's attitude was one likely to cause trouble for defendants
16 JONES and PEOPLES TEMPLE. Plaintiffs are informed and believe and
17 thereon allege that defendant JONES knew and intended that his order
18 would be thus executed by defendant McELVANE in the County of Los
19 Angeles, State of California so as to result in the making of the
20 aforesaid threat and the consequent injury to plaintiffs.

21 41. Defendants did the acts and things herein alleged pursuant
22 to, and in furtherance of, the conspiracy and agreement alleged in
23 paragraph 29 herein.

24 42. Upon being threatened by defendant McELVANE as above alleged,
25 plaintiffs became even more fearful that they would be murdered by
26 defendants. As the proximate result of the aforementioned threat,

1 plaintiffs suffered humiliation, mental anguish, and emotional and
2 physical distress, and have been injured in mind and body, all to
3 plaintiffs' damages in the sum of SIX HUNDRED THOUSAND DOLLARS
4 (\$600,000.00) each.

5 43. As a further proximate result of the aforementioned threat,
6 plaintiffs are informed and believe and thereon allege they will be
7 required to employ physicians and surgeons to examine, treat, and
8 care for them, and may incur medical expenses for hospital bills in
9 an amount which has not yet been ascertained.

10 44. The aforementioned acts of defendants were willful, wanton,
11 malicious, and oppressive, and justify the awarding of exemplary and
12 punitive damages in the amount of TWO MILLION DOLLARS (\$2,000,000.00).

13
14 WHEREFORE, plaintiffs pray judgment as follows:

- 15 1. For general damages in the sum of \$2,523,000.00.
16 2. For medical and related expenses according to proof.
17 3. For punitive damages in the sum of \$16,000,000.00.
18 4. For costs of suit herein incurred.
19 5. For such further and other relief as the court may deem
20 proper.

21 DATED: June 6, 1978.

22
23 *Timothy Oliver Stoen*
24 _____
25 TIMOTHY OLIVER STOEN
26 Attorney for Plaintiffs

1 Trial by jury is demanded on all issues.

2 DATED: June 6, 1978.

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Timothy Oliver Stoen

TIMOTHY OLIVER STOEN
Attorney for Plaintiffs

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A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT DISCLOSURE/SETTLEMENT STATEMENT	B. TYPE OF LOAN: 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FAMA 3. <input type="checkbox"/> CONV. UNRES. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. RES. 6. FILE NUMBER 7. LOAN NUMBER "0327401-2"		
	8. MORTG. INS. CASE NO.		
	If the Truth in Lending Act applies to this transaction, a Truth-in-Lending statement is attached at page 2 of this form.		

C. NOTE: This form is furnished to you prior to settlement to give you information about your settlement costs, and again after settlement to show the actual costs you have paid. The present copy of this form is:

FINAL: INCLOSURE OF COSTS. Some items are estimated, and are marked "est." Some amounts may change if the settlement is held on a date other than the date indicated herein. The producer of this form is not responsible for errors or omissions in amounts furnished by others. Fluctuations of taxes and assessments are based on assumptions that such items are not convenient.

STATEMENT OF ACTUAL COSTS. Amounts paid to and by the settlement agent are shown. Net-to-mortgage "to a" and "to b" items will include the closing. They are shown here for informational purposes and are not included in totals.

D. NAME OF BORROWER RONALD H. HILL 2525 E. 24TH AVE DR. LOS ANGELES, CA. 90008	E. SELLER MADE B. MEDLOCK	F. LENDER GREAT WESTERN SAVINGS AND LOAN ASSOCIATION 4431 CRENSHAW PL. LOS ANGELES, CA. 90043
G. PROPERTY LOCATION 4431 CRENSHAW DR. LOS ANGELES, CA. 90008	H. SETTLEMENT AGENT CRESTWOOD ESCROW SERV 401 E. MANCHESTER BL. INGLEWOOD, CA. 91301	I. DATES LOAN COMMITMENT: 11/15/77 ADV. DISCLOSURE: 7/3/77 DATE OF PROCEEDINGS: 8 different from settlement

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100 CASH: AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Cash: 1 sales price	84,500.00	401 Contain sales price	146,300.00
102 Purchase price by borrower		402 Personal property	
103 Settlement charges to borrower (From App 1400, Section I)	1,609.51	403	
104		404	
105		Adjustments for items sold by seller in advance	
106 City/room taxes	00	405 City/room taxes	00
107 County taxes	00	406 County taxes	00
108 Assessments	00	407 Assessments	00
109	00	408	00
110	00	409	00
111	00	410	00
112	00	411	00
120 GROSS AMOUNT DUE FROM BORROWER	86,109.51	420 GROSS AMOUNT DUE TO SELLER	84,500.00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Deposit on earnest money	14,337.50	501 Payoff of first mortgage loan	29,271.39
202 Principal amount of loan received	71,825.00	502 Payoff of second mortgage loan	6,123.24
203 Escrow/loanal loan subject to		503 Settlement charges to seller (From App 1400, Section I)	
204		504 Existing loanal loan subject to	
205		505	
206		506 2nd Trust Fund	4,225.50
207		507 L. A. County Tax Collector	1,767.59
208		508 Indelible Mortgage	140.72
209		509	
210		510	
211		511	
212		512	
220 TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER	86,194.53	520 TOTAL REDUCTIONS IN AMOUNT DUE TO SELLER	47,496.92
300 CASH AT SETTLEMENT REQUIRED FROM OR PAYABLE TO BORROWER		530 GROSS AMOUNT DUE TO SELLER FROM SETTLEMENT	
301 Gross amount due from borrower (From App 120)	86,109.51	531 Gross amount due to seller (From App 420)	84,500.00
302 Less amounts paid by or in behalf of borrower (From App 200)	86,194.53	532 Less total reductions in amount due to seller (From App 500)	47,496.92
303 CASH REQUIRED FROM OR PAYABLE TO BORROWER	85.02	540 CASH TO SELLER FROM SETTLEMENT	37,003.08

ESCROW AMENDMENT/SUPPLEMENT

Form No. 1183-PW Escrow Office Pat Worrill Date May 13, 1977

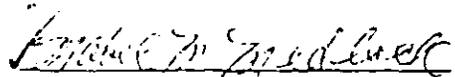
To: **CRESTWOOD ESCROW SERVICE:**

My previous instructions in the above-numbered escrow are hereby modified — supplemented in the following particulars only:

From sellers net proceeds at close of escrow, escrow holder is authorized and instructed to make one-half of net proceeds payable to PEOPLES TEMPLE and one-half payable to MABEL M. MEDLOCK. All other terms and conditions are to remain the same.

END OF INSTRUCTION


Wade B. Medlock


Mabel M. Medlock

*See new
Instr.*

RETURN TO ESCROW

Each of the above-signed states he has read the foregoing instructions and understands and agrees to them

EXHIBIT B (BALDWIN HILLS)

BB-31-6-32

To: CRESTWOOD ESCROW SERVICE
401 East Manchester Boulevard, Suite 209
Inglewood, California 90301

Re: Escrow No. 1183-FW
Escrow Officer: Pat Worrill

Gentlemen:

You have heretofore been handed an instruction by me dated
May 13, 1977, providing that certain funds be paid to me at
the close of Escrow. I now CANCEL THAT INSTRUCTION. #

Instead, please pay all funds due to me from this Escrow
to PEOPLES TEMPLE of the Disciples of Christ, a California
Corporation.

Dated: at Los Angeles, this 17th day of May, 1977.

END OF INSTRUCTION.....

Mabel M. Mculock
Mabel M. Mculock

Receipt is hereby acknowledged
of a copy of this document.

Mabel M. Mculock

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN		
		1 <input type="checkbox"/> FHA	2 <input type="checkbox"/> FHAS	3 <input type="checkbox"/> CONV UNINS
		4 <input type="checkbox"/> VA	5 <input type="checkbox"/> CONV INS	
		6 FILE NUMBER	7. LOAN NUMBER	
		8. MORTGAGE INSURANCE CASE NUMBER		
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid for and by the settlement agent are shown. Items marked "P.O.C." were paid outside the closing; they are shown here for informational purposes and are not included in the total.				
D. NAME OF BORROWERS Frouman, Larry D. & Brenda Beverly		E. NAME OF SELLER Medlock Wade B & Mabel M.		F. NAME OF ESCROW Wentworth Mortgage Corp. 18406 Hawthorne Blvd. Ste. 203 Torrance, Calif. 90504
G. PROPERTY LOCATION 3891, 3891 3/4 2nd Ave. Los Angeles, California		H. SETTLEMENT AGENT Crestwood Escrow Service		I. SETTLEMENT DATE 8/1/77
		J. PLACE OF SETTLEMENT 401 E. Manchester Blvd., Ste. 209 Inglewood, California 90301		

J. SUMMARY OF BORROWER'S TRANSACTION	
NET GROSS AMOUNT DUE FROM BORROWER	
101. Contract sales price	44,700.00
102. Personal property	
103. Settlement charges to borrower (line 100)	1,230.64
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	to
107. County taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	
113.	
114.	
115.	
116.	
117.	
118.	
119.	
120. NET GROSS AMOUNT DUE FROM BORROWER	45,930.64
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER	
201. Deposit or earnest money	1,325.00
202. Principal amount of new loan(s)	44,700.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	to
211. County taxes	7-1-77 to 8-1-77 89.41
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	46,114.41
300. CASH AT SETTLEMENT FROM/BORROWER	
301. Gross amount due from borrower (line 120)	45,930.64
302. Less amounts paid by/for borrower (line 200)	46,114.41
303. CASH () FROM () TO) BORROWER	183.77

K. SUMMARY OF SELLER'S TRANSACTION	
NET GROSS AMOUNT DUE TO SELLER	
401. Contract sales price	44,700.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	to
407. County taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
413.	
414.	
415.	
416.	
417.	
418.	
419.	
420. NET GROSS AMOUNT DUE TO SELLER	44,700.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 100)	5,714.25
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	115,352.35
505. Payoff of second mortgage loan	5,037.00
506. Peoples Temple	11,506.99
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	to
511. County taxes	7-1-77 to 8-1-77 89.41
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	17,700.00
600. CASH AT SETTLEMENT TO/FROM SELLER	
601. Gross amount due to seller (line 420)	44,700.00
602. Less reductions in amount due seller (line 520)	17,700.00
603. CASH () TO () FROM) SELLER	7,000.00

BB-31-6-34

To: Crestwood Escrow Service
401 East Manchester Boulevard, Suite 209,
Inglewood, California 90301

Re: Escrow No. 1074-PW
Escrow Officer Pat Worrill

Gentlemen:

You have heretofore been handed an instruction by me dated May 13, 1977, providing that certain funds be paid to me at the close of Escrow. I now CANCEL THAT INSTRUCTION.

Instead, please pay all funds due to me from this Escrow to PEOPLES TEMPLE of the Disciples of Christ, a California Corporation.

Dated: at Los Angeles, this 17th day of May, 1977.

END OF INSTRUCTION.....


Mabel M. Medlock

Receipt is hereby acknowledged
of a copy of this document.

