STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

AFFIDAVIT OF DISCLAIMER

W. E. DAVIS, being first duly sworn, upon his oath, deposes and states as follows:

1. That he is a resident of the State of Florida, residing in Ft. Lauderdale, Florida, and is President of W. E. Davis Co., an Illinois corporation.

2. That as President of said corporation, he entered into negotiations for the sale of a certain parcel of real estate located at 119th Street and Racine Avenue in Chicago, Illinois, which said property was commonly referred to as the "Amforge Real Estate".

3. That the aforesaid negotiations culminated into the execution of a certain "Offer for Purchase and Sales Agreement of Amforge Real Estate dated August 11, 1988, by and between W. E. Davis Company as Seller, and The First Baptist Church of Apostolic Faith, of Chicago, Illinois, as Purchaser, a copy of which, together with certain Addenda appended thereto, is herewith attached as Exhibit "A".

4. That the Closing Date of the aforedescribed sale was set on October 3, 1988, at which time all parties to the contract described in Paragraph 3 above, were present and represented by counsel, and the following documents were executed and delivered to the respective parties, to-wit:

-00 00325

A. Warranty Deed dated October 3, 1988, a copy of which is attached hereto as EXHIBIT "B".

B. Installment Note dated October 3, 1988, in the principal sum of $250,000, executed by FIRST BAPTIST CHURCH OF APOSTOLIC FAITH, by REV. ROYCE D. CORNELIUS, PASTOR, a copy of which is attached hereto as Exhibit "C".

C. Mortgage (Illinois) dated October 3, 1988 in the principal sum of $250,000, executed by THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH, Rev. Royce D. Cornelius, Pastor, which said mortgage was thereafter recorded with the Recorder of Deeds of Cook County, Illinois, on October 31, 1988 as Document No. 88500345, a copy of which is attached hereto as EXHIBIT "D".

D. Resolution of FIRST BAPTIST CHURCH APOSTOLIC FAITH, INC., an Illinois not-for-profit corporation, authorizing REV. CORNELIUS to execute all documents on behalf of said corporation, which bears the signature of CLAUDY JUANITA JOHNSON, as Acting Secretary, a copy of which is attached hereto as Exhibit "E".

5. That possession of the subject property was delivered to the Purchaser at the closing date of October 3, 1988, subject to the reservation of title to two (2) transformers remaining in and upon the premises, and to the obligation of removal of thirty (30) barrels of oil remaining on the premises, as more fully described in the Addenda attached to Exhibit A herein.

6. Your affiant removed the oil and then secured a purchaser for the transformers and sent a "rigger" upon the property to examine said transformers and to arrange for shipment to said purchaser; upon the rigger entering the premises, he informed your affiant that the transformers no longer existed intact, but in fact has been vandalized upon the premises which had been under the full control of the Purchaser.

7. Upon inquiry, your affiant learned that the purchaser failed to take precautions and to provide security for the property, and allowed or suffered vandals to enter the property, thereby destroying the transformers, as well as allowing substantial damage, including but not limited to the dissemination of toxic waste, to be committed upon the secured property.

8. Your affiant further learned that although the Warranty Deed referred to herein as Exhibit "A" was delivered to purchaser's attorney at the closing, said deed was never recorded, and to this date, said deed has never been presented to the Recorder of Deeds of Cook County, Illinois.

9. The affiant hereby disclaims any responsibility for, and ownership of the within-described real estate, except with respect to that certain Installment Note and Mortgage referred to herein as Exhibits "B" and "C" respectively; that although your affiant retains a security interest in and to said property, that your affiant has exercised no control over or possessory interest

in said property since the date of delivery of the deed on October 3, 1988.

Further, your affiant saith not.

W. E. Davis

W. E. Davis

SUBSCRIBED AND SWORN TO
before me this _____ day
of February, A.D., 1990

Notary Public

OFFICIAL SEAL
GLENN A. SCHWARTZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. APR. 28, 1991

Instrument drafted by:

Glenn A. Schwartz
Schwartz, Freidin & Associates
111 W. Washington Street - Suite 1025
Chicago, IL 60602

AFTER RECORDING RETURN TO:

GLENN A. SCHWARTZ

90067575

OFFER

FOR PURCHASE AND SALES AGREEMENT

OF

AMFORGE REAL ESTATE
1220 W. 119th Street
Chicago, IL 60643 (See Exhibit A attached)

PARTIES:

Seller: W. E. Davis Company, an Illinois corporation

Purchaser: The First Baptist Church of Apostolic Faith, Chicago, Illinois

The First Baptist Church of Apostolic Faith ("The First Baptist Church") has offered to purchase the entire Amforge real estate per the attached descriptions, for an agreed to sum subject to a qualified appraisal. The purchase price shall be determined upon the receipt of the MAI appraised value of the property. W.E. Davis Company ("W.E. Davis") will provide to The First Baptist Chruch as a gift and charitable donation, the difference between the sum of Two Hundred Fifty Thousand ($250,000.00) Dollars and the MAI appraised value of the property.

It is agreed and understood that The First Baptist Church will receive, as a gift from W.E. Davis, the difference between the appraised value of the property and the amount of Two Hundred Fifty Thousand ($250,000.00) Dollars. The First Baptist Church does agree to pay to W.E. Davis the sum of Two Hundred Fifty Thousand ($250,000.00) Dollars which amount shall be represented by a Promissory Note and secured by a Mortgage covering the real estate at time of execution and delivery of a Warranty Deed conveying a marketable title to the First Baptist Church. The First Baptist Church shall, at consummation, enter into and execute the Mortgage and note to W.E. Davis in the amount of Two Hundred Fifty Thousand ($250,000.00) Dollars plus interest at the rate of eight (8%) percent per annum until fully paid.

In order to assist The First Baptist Church develop the real estate for church purposes, W.E. Davis has gifted to The First Baptist Church the difference between the appraised value of the real estate and the sum of Two Hundred Fifty Thousand ($250,000.00) Dollars. In order to further assist The First Baptist Church, W.E. Davis has agreed that there shall be no payments due and payable on the Mortgage and Note balance for a period of three (3) years from and after date of consummation of the sale and transfer of the real estate. It is agreed and understood that interest shall accrue from 1988. The Mortgage principal balance of Two Hundred Fifty Thousand ($250,000.00) Dollars plus such accrued interest

EXHIBIT
A

commencing as of 1990 shall then be payable to W.E. Davis at the rate of Three Thousand Five Hundred ($3,500.00) Dollars per month including interest, and shall continue at such monthly rate for a period of two (2) years. Thereafter the payment shall increase to the sum of Five Thousand ($5,000.00) Dollars per month and shall continue at the sum of Five Thousand ($5,000.00) Dollars per month with the agreement and understanding that the entire principal balance plus interest then remaining at the end of five (5) years shall be paid in full as a balloon payment.

The First Baptist Church does covenant that The First Baptist Church is a duly qualified 501-C3 Corporation and can enter into this Agreement and make the necessary charitable donation which may be a result hereof.

The First Baptist Church does agree to accept the gift and to purchase the real estate subject to and including and assuming any and all existing and outstanding past due and present city and county taxes as may be due and owing and any assessments; and the First Baptist Church does accept the real estate and all of the buildings thereupon in a "Where Is", "As Is", and With All Faults" condition. The First Baptist Church has fully examined the premises, is completely familiar with the real estate and acknowledges that it has been informed of the problems of toxic waste and possible environmental impact problems, and accepts the real estate in its present condition. Except sellor agrees to remove all drums of unknown substance from premises.

As a consideration for this purchase and sale, The First Baptist Church has agreed to indemnify W.E. Davis against any and all future obligations and/or claims from and after the date of the execution of the Deed to the real estate and to hold W. E. Davis free and clear of any third party claims and to indemnify W.E. Davis and hold W.E. Davis harmless against any and all claims of any kind or nature with respect to any toxic waste or environmental problems, if any, which may be a part thereof.

It shall be the obligation of the First Baptist Church to obtain the required change in zoning if any. A change in zoning will not be a condition to the purchase and sale of the real estate under this Agreement.

W. E. Davis shall have the continued right to warehouse in the premises for a period not to exceed one (1) year from consummation without charge of any kind, any remaining machinery, described in an Exhibit "C" to be attached hereto.

The First Baptist Church acknowledges that there are environmental problems; that there are waste problems; that certain of the respective buildings must be removed which may have environmental or toxic waste problems and which shall be the responsibility of the First Baptist Church.

The removal or demolition of any of the respective buildings on the real estate shall be the obligation of the First Baptist Church and shall be done at such time as they feel in their best interest to accomplish same. W. E. Davis will be held harmless with respect thereto and there will be no obligation with respect to removal of the building or buildings or any part thereof.

It is understood and agreed that upon submission of evidence that the First Baptist Church has obtained a first Mortgage which will provide funds for the construction and development of the real estate for church purposes, and proof thereof is submitted to W. E. Davis, W. E. Davis will, immediately at that point in time, enter into a Subordination Agreement which will permit The First Baptist Church to obtain those funds. It is understood and agreed that the Mortgage held by W. E. Davis shall be subordinate only to such first Mortgage and to no other liens or encumbrances whatsoever.

The parties hereto agree that occupancy of the property by W. E. Davis shall terminate and that of the First Baptist Church shall commence from and after date of consummation, with the agreement presently between the parties that consummation should occur no later than day of , 1988.

GENERAL CONDITIONS TO THE AGREEMENT

1. The Seller does not agree to provide to First Baptist Church of Apostolic Faith, as soon as possible, a policy of title insurance in an amount not to exceed Two Hundred Fifty Thousand ($250,000.00) Dollars, bearing date later than the acceptance of an agreement to be entered into by the parties in guaranteeing the title to be in a free and clear condition and that delivery can be accomplished as provided for.

2. All taxes and assessments which have become a lien upon the land, whether recorded or not recorded at the date of the agreement, shall be paid by the Purchaser or otherwise arranged for in any such manner as may be to the benefit of the Purchaser. The Seller shall be held harmless with respect thereto. There shall be no pro-ration of taxes or insurance and a Purchaser shall obtain and provide a copy thereof to the Seller of an insurance policy and endorsing the Seller as the Mortgagee of said real estate and provinding a covenant that the Seller shall be held harmless with respect to any type of liability.

3. The respective parties hereto agree that there is no commission payable pursuant to the terms and conditions hereunder but the Seller shall be responsible to the extent of any agreement it may have with respect to any broker but shall have no responsibility to any third party brokers of the Purchaser whatsoever.

4. The Purchaser can assume and take possession of the real estate earlier than the closing date provided that from and after date of possession, the Purchaser holds the Seller harmless with respect to the use and occupancy of said real estate.

5. The parties hereto understand that this, is the agreement as entered into and executed by and between the parties as acceptable, pursuant to the terms and condtions hereinbefore stated.

ACKNOWLEDGED AND AGREED TO BY:

THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH

BY: Rev Roger D Pond

ITS: President

DATED: 8-2-88

ACCEPTED BY:

BY: W E Davis
W. E. DAVIS

ITS: PRESIDENT

DATED: 8/11/88

(Above Space for Recorder's Use)

90067575

THE GRANTOR, AMFORGE, INC., a corporation created and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, for and in consideration of ONE and NO/100 ($1.00) DOLLARS, in hand paid, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS AND QUITCLAIMS, without warranty, to W. E. DAVIS COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal place of business at 800 East Northwest Highway, Suite 1005, Palatine, Cook County, Illinois, all interest in the following described real estate:

ALL THAT CERTAIN piece or parcel of ground situate in the County of Cook, State of Illinois, being more particularly bounded and described as follows: BEGINNING at a point 33 feet west of the centerline of a S. Racine Street where it intersects a point 33 feet north of the centerline of W. 119th Street; thence running in a westerly direction along the northern boundary line of said 119th Street 104.00 feet to the true POINT OF BEGINNING; thence continuing along said northern boundary line 33.0 feet to a point; thence running north 597.21 feet to the southern boundary line of W. 118th Street; thence running east along said boundary line 33.0 feet to a point on the dividing line between property owned by W. E. Davis and property herein conveyed; thence running south along said dividing line 597.21 feet to the northern boundary line of W. 119th Street and the true POINT OF BEGINNING. Containing an area of 19,707.93 square feet, more or less. Taken from certified survey dated August 22, 1983, by Donald R. Smith, Registered Illinois Land Surveyor.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 19th day of September, 1983.

ATTEST: AMFORGE, INC.

Secretary By: President

STATE OF MICHIGAN :
: SS.
COUNTY OF OAKLAND :

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that W. F. Rebone, Jr., personally known to me to be the President of AMFORGE, INC., a corporation, and S. S. McKenney, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19th day of September, 1983.

My commission expires:

LORAINE M. COLLIER
Notary Public, Wayne County, Michigan
Acting in Oakland County
My Commission Expires February 23, 1987

ADDRESS OF PROPERTY:

W. E. Davis, President
W. E. Davis Company
800 E. Northwest Highway, Ste. 1005
Palatine, ILL. 60067

1220 W. 119th Street
Chicago, Illinois 60643

Send tax bills to W. E. Davis Co. at above.

This instrument prepared by R. P. Eck, Asst. General Counsel, 3100 S. Central Avenue, Chicago, Illinois 60650

EX A

90067575

INTENDING AND MEANING TO CONVEY HEREBY all real property owned by Amforge, Inc., or in which Amforge, Inc. has any interest, improved with buildings thereon, known as 1220 W. 119th Street, Chicago, Illinois, and commonly referred to as the Great Lakes Plant.

SUBJECT TO the following covenants, easements, restrictions and conditions of record:

1. Rights of adjoining owners, the public, the municipality, the County of Cook and the State of Illinois in and to those parts of the land taken or used for roads, streets or highways, if any, and in and to the vacated streets and alleys.

2. Rights of public or quasi-public utilities and the City of Chicago in and to those parts of the subject premises, lying within streets or alleys or vacated streets or alleys for maintenance therein of poles, conduits, sewers, etc. and other utility facilities and appurtenances.

3. Rights of way for railroads, switch tracks and spur tracks, if any; and relative thereto, we also note the rights of the railroad company servicing the railroad tracks located on insured premises in and to the ties, rails and other properties constituting said railroad tracks or in an to the use thereof and also rights of other thereto entitled in and to the use thereof.

4. Unrecorded easements and license agreements for underground and above ground sewers, cables, drains, pipes, water lines, gas and electric lines, poles and wires, and other utilities.

5. Covenants and restrictions contained in Deed from the Continental and Commercial Trust and Savings Bank to Arthur L. Foster dated June 5, 1920 recorded June 15, 1920 as Document Number 6858666, with respect to the premises described as Parcel 3, that the South 15 feet of said tract shall forever be kept free from any building or structure except fire escapes and other safety appliances as may be required by law or ordinance (Affects Parcel 3).

6. Reservations of an easement over and across the West 33 feet of Parcel 3 of the premises in question created by the Deed from the Continental and Commercial Trust and Savings Bank to Arthur L. Foster dated June 5, 1920 recorded June 16, 1920 as Document Number 6868666, which said 33 feet shall constitute the East half of a private roadway 66 feet wide to be known as "South Ada Street" to be used in common for ingress and egress by the owners and occupants of the tract of land bounded by 119th Street, Ashland Avenue, and 115th Street to the North line of 119th Street, South from the South line of 115th Street to the North line of 119th Street. (Affects Parcel 3).

7. Reservation contained in the Ordinance recorded April 25, 1951 as Document Number 15061851 of a right-of-way 17 feet in width in that part of West 119th Street between So. Loomis Street and the East line of So. Ada Street, for an existing water main and for the installation and any additional purposes of water mains or other municipal service facilities now located or which may in the future be located in said portion of W. 119th Street, therein vacated, and for the maintenance, renewal and reconstruction of said facilities, with further provisions that no buildings or other structures shall be erected on the said right-of way therein reserved or other use be made of said area which in the judgment of the respective Municipal Officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities or the construction of additional service facilities. (Affects Parcels 5 and 7).

8. Covenants and restrictions contained in the recorded Deeds from Frederick H. Bartlett, as Trustee under Trust Agreement dated January 2, 1923 and known as the Frederick H. Bartlett Realty Company, to various grantees conveying various lots in Blocks 26, 27, 28, 44 and 45, relating to, among other things, the use, type, character, cost, location, size, height and construction of buildings on the property conveyed by said deeds. Note: Said covenants and restrictions are purported to have been altered and modified by a Decree entered on January 26, 1938 in Case Number 36 C 12137, Circuit Court of Cook County, Illinois. A breach or violation of the above restrictions will cause a forfeiture or reversion of title.

ADDENDUM TO SALES CONTRACT

CONTINUED

Page #4

None of the equipment in the tall building with the large electric billet heater is included in this sale. All personal property related to hammers or presses is excluded from this sale. Seller is to be allowed to leave this equipment on the premises rent and utility free for one year from the date of closing, and Seller to be allowed to show this equipment to prospective buyers during regular business hours. Seller not required to repair holes made by removing equipment when sold.

October ~~September~~ 3rd, 1988

Pastor Cornelius
First Baptist Church of Apostolic Faith
1220 West 119th Street
Chicago, Illinois

Dear Pastor Cornelius:

W. E. DAVIS COMPANY does agree and will be responsible for removal of the transformers and of any surface oil presently on the premises at 1220 West 119th Street, Chicago, Illinois, on or before December 31st, 1988. Plus 30 Barrels or more is included as part of removal. WED

It is understood that the above is an exception to the obligation of the First Baptist Church of Apostolic Faith with respect to any environmental or toxic waste problems which may otherwise be a part of the real estate.

Very truly yours,

W. E. DAVIS COMPANY

W E Davis

W. E. Davis
President

October 3rd, 1988

Pastor Cornelius
The First Baptist Church of Apostolic Faith
1220 W. 119th Street
Chicago, Illinois

RE: Transformers on the property at 1220 W. 119th St.

Dear Pastor Cornelius:

This is to advise you that W. E. Davis Company will assume the responsibility and expense for the removal of the two respective tranformers presently located on and as a part of that real estate at 1220 W. 119th St., Chicago, Illinois, removal to be completed prior to the end of December 31, 1988. Plus 30 Barrels or more is included as part of removal

There is also some surface oil that will be removed simultaneously or within the prescribed period of time. The above is an exception to the agreement and assumption by The First Baptist Church of Apostolic Faith of all other environmental and/or possibly toxic waste problems which may be a part of such real estate.

Very truly yours,

W. E. DAVIS COMPANY

W E Davis

W. E. Davis
President

TO: Mr. W. E. Davis
W. E. Davis Company
800 E. Northwest Hwy., #1005
Palatine, Illinois 60067-6594

RE: 1220 W. 119th Street, Chicago, Illinois

Dear Mr. Davis:

For and in consideration of the sum of One ($1.00) Dollar and several other valuable considerations, the receipt of all of which are hereby acknowledged, THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH does agree that W. E. DAVIS COMPANY shall be permitted to continue to warehouse in those premises at 1220 W. 119th Street, Chicago, Illinois, that equipment which shall be set forth on a schedule marked Exhibit "A" to be attached to this letter, initialled by the respective parties hereto, for a period of ~~one (1) year~~ 6 Months from and after date hereof, without charge or obligation of any kind or nature to THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH whatsoever.

THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH further agrees that it shall provide to W. E. DAVIS COMPANY and/or to its agents and/or potential purchasers of the warehoused assets, continued reasonable ingress and egress with complete access to all of those machine tools as listed on the attached Exhibit "A" for a period of ~~one (1) year~~ 6 Months for purposes of displaying, negotiating and effecting the sale of those assets which shall continue to remain the property of W. E. DAVIS COMPANY.

~~It is understood and provided THE FIRST BAPTIST CHURCH~~ OF APOSTOLIC FAITH ~~does~~ not require the use of any ~~of~~ that space where such assets are presently ~~warehoused~~ and provided such assets have not been sold or ~~removed, there~~ shall be no charge for the continued warehousing of those assets ~~for~~ an additional six (6) months, ~~with~~ the further proviso that W. E. DAVIS COMPANY will, upon ~~receipt~~ of a thirty (30) day notice thereafter immediately remove such assets ~~from the premises of THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH or~~ W. E. DAVIS COMPANY shall have the right, at its option, to declare such assets abandoned in which event such assets shall become the property of THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH to then do as it pleases with respect to same.

THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH does further agree that at such time and provided those assets are sold to provide complete assistance and cooperation in permitting the purchaser of any such assets to complete the removal of those assets from the premises wherein located at 1220 W. 119th Street, Chicago, Illinois.

AGREED TO this 3 day of ~~September~~ OCTOBER, 1988.

THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH

By: Leo Royce D. [illegible]

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That W. E. DAVIS COMPANY, an Illinois corporation, whose address is 800 E. Northwest Hwy., #1005, Palatine, Illinois 60067-6594,

Conveys and Warrants to THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH, whose street number and public address is 1220 West 119th Street, Chicago, Illinois, those premises situated in the City of Chicago, County of Cook, State of Illinois, more particularly described in the attached Exhibit "A" to this Warranty Deed, incorporated by reference and made a part hereof for the sum of TWO HUNDRED FIFTY THOUSAND ($250,000.00) DOLLARS, subject to the following:

A mortgage executed to W. E. DAVIS COMPANY in the sum of TWO HUNDRED FIFTY THOUSAND ($250,000.00) DOLLARS, and securing a Mortgage Note in that amount providing for payment of that sum of money pursuant to the terms of that Note.

Purchaser does acknowledge and does accept the described real estate subject to and expressly assuming all of the existing and outstanding past due and present city and county taxes as may be due and owing against said real estate, including any and all assessments. Purchaser acknowledges that it has examined the premises, is aware that the real estate may contain toxic waste and there are possible environmental impact problems. Purchaser does agree to indemnify and hold W. E. DAVIS COMPANY harmless against any and all claims of any kind or nature with respect to such ~~past or present~~ toxic waste and/or environmental problems which may now exist and accepts the real estate and buildings in an "AS IS", and "WITH ALL FAULTS" condition. Purchaser assumes any past due water taxes and is taking the property subject to any easements or restrictions of record, including party walls and party wall agreements, if any, and subject to any building and/or zoning laws and ordinances which may govern the use of that real estate.

Dated this 3rd day of October, 1988.

Signed and Sealed in Presence of:

_____

_____

Signed and Sealed:

W. E. DAVIS COMPANY

W. E. Davis

By W. E. Davis, President

State of Illinois)
)SS
County of Cook)

The foregoing instrument was acknowledged before me this 3rd day of Oct, 1988, by W. E. DAVIS, President of W. E. DAVIS COMPANY, an Illinois corporation.

OFFICIAL SEAL
ERNEST N. POWELL, JR
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 1, 1992

Notary Public
County, Illinois

My Commission Expires: 4-1-92

Instrument Drafted By:

Milton Y. Zussman
300 Park St., #375
Birmingham, MI 48009

After recording return to:

Ernest Powell
8110 S. Cottage Grove
Chicago, Illinois 60619

EXHIBIT
B

INSTALLMENT NOTE

$250,000.00

Chicago, Illinois
~~September~~ OCTOBER 3rd, 1988

FOR VALUE RECEIVED, the undersigned promises to pay to the order of W. E. DAVIS COMPANY, an Illinois corporation, the principal sum of TWO HUNDRED FIFTY THOUSAND ($250,000.00) DOLLARS, together with interest from date hereof upon the unpaid principal at the rate of eight (8%) percent per annum until fully paid, and with interest at the rate of ten (10%) percent per annum on all overdue principal and interest from the date of its or their maturity. Such principal sum and interest shall be paid by the undersigned in lawful money of the United States of America in installments as follows:

Interest shall accumulate at the rate of eight (8%) percent per annum for the two (2) years from date of execution of this Note. That accumulated sum of Forty One Thousand Six Hundred ($41,600.00) Dollars should then be added to the total amount of Two Hundred Fifty Thousand ($250,000.00) Dollars, making the total balance due and payable the sum of Two Hundred Ninety One Thousand Six Hundred ($291,600.00) Dollars as of the 30th day of September, 1990.

Commencing as of the 1st day of October, 1990, the undersigned shall then make payments in the amount of Three Thousand Five Hundred ($3,500.00) Dollars per month, which sum shall include interest at the rate of eight (8%) percent per annum. That sum of Three Thousand Five Hundred ($3,500.00) Dollars shall continue to be made in consecutive monthly payments for a period of two (2) years.

Commencing as of the 1st day of November, 1992, payments shall then be increased to and shall be made by the undersigned in the sum of Five Thousand ($5,000.00) Dollars per month, which sum shall include interest at the rate of eight (8%) percent per annum. The sum of Five Thousand ($5,000.00) Dollars shall continue to be made in consecutive monthly payments for a period of thirty-six (36) months, with the further agreement and understanding that as of the 31st day of October, 1995, the principal balance then due and owing, plus any accrued interest, shall then be payable in full.

Both principal and interest of the Note are payable at 800 E. Northwest Hwy. #1005, Palatine, Illinois 60067-6594.

All payments on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

Each of said installments of principal shall bear interest after maturity at the highest rate now permitted by Illinois law, and the said payments of both principal and interest are to be made at such place as the legal holders of this Note may, from time to time, in writing appoint.

The payment of this Note is secured by Mortgage bearing even date herewith, to W. E. DAVIS COMPANY, an Illinois corporation, Mortgagee, on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become immediately due and payable at the place of payment aforesaid in case of any default in the payment of principal or interest when due in accordance with the terms hereof or when default shall occur and continue for thirty (30) days in the performance of any other agreement contained in said Mortgage, or in case the right so to elect shall accrue to the holder or holders hereof under any of the provisions contained in said Mortgage. THIS NOTE WILL BE ALLOWED TO BE SUBORDINATED TO A FIRST MORTGAGE ONLY.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

FIRST BAPTIST CHURCH OF
APOSTOLIC FAITH

BY Rev Royce D Crenshaw

Its Pastor

90067575

EXHIBIT
C

GEORGE E. COLE®
LEGAL FORMS

FORM NO. 103
April 1988

MORTGAGE (ILLINOIS)
For Use With Note Form No. 1447

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

88500345

DEPT-01 $13.00
T#1111 TRAN 1641 10/31/88 11:57:00
#7964 # A *-88-500345
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

THIS INDENTURE, made September 19 88, between
THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH

1220 West 119th Street, Chicago, IL
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and W.E. DAVIS COMPANY,
an Illinois Corporation
800 E. Northwest Highway, #1005, Palatine, IL 60067-6594
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Two Hundred Fifty Thousand----------DOLLARS ($ 250,000.00----), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 30 day of [redacted] SEPT 1995, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 800 E. Northwest Highway, #1005, Palatine, IL 60067-6495

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

More particularly described in Exhibit "A" attached hereto and incorporated by reference and made a part hereof

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which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: W.E. DAVIS COMPANY, an Illinois Corporation

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

(Seal) THE FIRST BAPTIST CHURCH OF APOSTOLIC FAITH (Seal)
(Seal) By: Rev Royce D Cornelius, Pastor (Seal)

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rev Royce D Cornelius 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 signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

OFFICIAL SEAL
ERNEST N. POWELL, JR
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 1, 1992

IMPRESS SEAL HERE

Given under my hand and official seal, this 3rd day of October 1988
Commission expires 4-1-92 19
Notary Public

This instrument was prepared by
(NAME AND ADDRESS)
Mail this instrument to Milton Y. Zussman, Esq. 300 Park Street, #375, Birmingham, MI 48009
(NAME AND ADDRESS)
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

EXHIBIT D

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS MORTGAGE:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

EXHIBIT "A"

PARCEL 1:
Lots 1 to 38 both inclusive in Block 26 Lots 1 to 12 both inclusive in Block 27, Lots 1 and 12 both inclusive in Block 78, all in Frederick H. Bartlett's Greater Calumet Subdivision of Chicago in the South half of Section 20, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PARCEL 2:
All of block 44; Lots 1 to 13 both inclusive in Block 45, all in First Addition, Frederick H. Bartlett's Greater Calumet Subdivision of Chicago, being a Subdivision of the East one-eighth of the Southwest quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:
That part of the Southwest quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows, to wit: Beginning at a point in the North line of West 119th Street 170 feet West of the East line of said Southwest quarter and 33 feet North of the South line of said Southwest quarter, thence West on said North line of West 119th Street 828.26 feet, thence North 400 feet to a point 998.03 feet West of the East line of said Southwest quarter, thence East on a line parallel with the North line of West 119th Street 529.56 feet to a point of curve, thence Northeasterly on a curved line convex to the Southeast with a radius of 297 feet and tangent to last described straight line 364.79 feet to its point of intersection with the South line of West 118th Street, thence East along the South line of West 118th Street to a point which is 170 feet West of the East line of the said Southwest quarter thence South along a line parallel with a 170 feet West of the East line of said Southwest quarter, 597.21 feet to the place of beginning, in Cook County, Illinois.

PARCEL 4:
All vacated streets and alleys included in the tract of land bounded by the South line of West 118th Street, the West line of South Racine Avenue, the North line of West 19th Street and the East line of South Loomis Street; in Cook County, Illinois.

PARCEL 5:
The 17 feet of West 119th Street lying South and adjoining Lots 13 to 24 inclusive in Block 26 in Frederick H. Bartlett's Greater Calumet Subdivision of the South half of Section 20, Township 37, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 6:
The 17 feet of West 119th Street lying South of and adjoining Lots 10 to 13 inclusive in Block 45 in Frederick H. Bartlett's Greater Calumet Subdivision of Chicago First Addition of the East one-eighth of the Southwest quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 7:
That part of street described as follows: Commencing at the Southeast corner of Lots 24 in Block 26 in Frederick H. Bartlett's Greater Calumet Subdivision of Chicago in the South half of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, thence South 17 feet on the East line of said Lot 24 extended South, thence East to the East line of Ada Street, thence North 17 feet on the East line of Ada Street, thence West to the place of beginning, all in Cook County, Illinois.

25-20-325-041 -
Lot 040
-034
-079

First Baptist Church of Apostolic Faith
Dr. Royce D. Cornelius, Pastor
8920 S. Ashland Ave.
Chicago, IL 60620
(312) 445-9686 or (312) 221-5344

RESOLUTION

I, Claudy Juanita Johnson do herby certify that I am the duly elected, qualified and Acting Secretary of the First Baptist Church Apostolic Faith, Inc., a not-for-profit corporation, duly organized and existing under the laws of the State of Illinois, that I am the custodian of the corporate books and records and in possession of the corporate seal of said corporation. That a meeting of the Board of Directors of the said corporation duly called and held in accordance with the bylaws there on July 15, 1988, at which meeting a quorum of the Board of Directors of the Corporation were present and acting pursuant to authority vested in them, the following resolution was duly adopted by the Board of Directors, to-wit:

> BE IT RESOLVED that Reverend Dr. Royce D. Cornelius, Chairman, Board of Directors is hereby authorized to sign and execute any an all documents on behalf of the First Baptist Church of Apostolic Faith, Incorporated which maybe necessary to effectuate purchase of 1220 W. 119th Street, commonly known as Amforge Company, and to do all other things which maybe necessary for the purpose of obtaining such purchase agreement.

IN WITNESS WHEREOF I have hereunto affixed my hand and the corporate seal of corporation all on the 30st day of July 1988.

Claudy Juanita Johnson

Claudy Juanita Johnson

EXHIBIT
E

MAIL TO:

GLENN A. SCHWARTZ
SCHWARTZ, FRIEDEL & ASSOCIATES
Attorneys At Law
111 West Washington Street - Suite 1025
Chicago, Illinois 60602-2738