

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

FILED

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UNITED STATES OF AMERICA,

Plaintiff,

v.

ANNA BONDS a/k/a ANNA TILLMAN,
and
MARK BONDS,

Defendants.

U. S. DISTRICT COURT
E. DIST. OF MO.
ST. LOUIS

No.

4 : 07CR00069RWS

INDICTMENT

COUNT ONE

The Grand Jury charges that:

1. Beginning in 2002, and continuing to the date of this indictment, with the exact dates unknown to the Grand Jury, in the Eastern District of Missouri and elsewhere,

ANNA BONDS a/k/a ANNA TILLMAN,

the defendant herein, and other persons known and unknown to the Grand Jury, devised and intended to devise a scheme and artifice to defraud and to obtain money and property by means of material, false and fraudulent pretenses, representations and promises.

2. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, purchased and sold residential property to home buyers, including friends and family of the defendant.

3. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, was also employed as a mortgage broker, for a series of entities, including A Mortgage Solution (AMS) and C.D. Adams (Adams). As a mortgage broker, the defendant was paid a fee or commission to research and locate the most suitable mortgage for prospective clients. In doing so the defendant would prepare the Uniform Residential Loan Application (URLA) and gather supporting documents and submit them to the prospective lender for consideration. The defendant, ANNA BONDS a/k/a ANNA TILLMAN typically was not allowed to broker her own personal loans or to broker loans for property that she was personally selling, as it was a conflict of interest.

4. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein would typically recruit nonconforming prospective borrowers, that is, a borrower with a low credit score or high debt/income ratios.

5. MARK BONDS, the defendant herein, the husband of ANNA BONDS a/k/a ANNA TILLMAN, purchased properties and obtained mortgages from her. MARK BONDS, the defendant herein also found property buyers or prospective borrowers for ANNA BONDS a/k/a ANNA TILLMAN.

6. This scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses was carried out in the following manner:

- a. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, a mortgage broker would seek out lower income and unsophisticated home buyers in search of a home mortgage. The defendant was compensated by the borrower only if she was able to secure and fund a mortgage.
- b. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein would initially

obtain the borrower's information and then determine what income level and debt ratio a borrower would need to qualify for their requested mortgage. If a borrower didn't qualify for the requested mortgage, the defendant would falsely and fraudulently inflate income or adjust the income/debt ratio of the borrower. This was often done without the knowledge of the borrower.

- c. In order for ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, to submit the URLA to a lender, she often needed to supply income verification documents. The defendant would falsely and fraudulently obtain counterfeit or falsely made IRS W-2 forms and pay check stubs. These documents were fraudulently manufactured by another, and these documents overstated income or provided the name of a false or a non-existent employer when there was no verifiable employer.
- d. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, in order to make her clients appear to be more credit worthy, would falsely and fraudulently obtain false credit references such as verifications of employment, rent or other payments, or falsely and fraudulently altered other documents.
- e. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, in an effort to falsely and fraudulently bolster her customers' credit worthiness, would on occasion, direct lenders to another subject to verify employment and who would represent that the prospective borrower worked for Genesis Cleaning.
- f. Had lenders or mortgage companies been aware of these false and fraudulent representations, they would not have made the loans.

- g. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently brokered her own mortgages, as well as mortgages for herself and MARK BONDS, her husband. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, would prepare the URLA and would conceal this by directing that a co-worker sign off on the URLA as if the co-worker had brokered the loan.
- h. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, and MARK BONDS, the defendant herein, bought and sold property. When they sold their property, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, would also broker these mortgages and prepare the URLA. To conceal this, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, would have a co-worker sign off on the URLA as if the co-worker had prepared and brokered the deal.
- i. Had lenders or funders of mortgages been aware that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, or MARK BONDS, the defendant herein, had a conflict of interest in funding of their own mortgages or the funding of the mortgages for the purchasers of their property, they would not have made the loans or funded the mortgages.
- j. ANNA BONDS a/k/a ANNA TILLMAN and MARK BONDS, the defendants herein, caused title companies to send false and fraudulent documents by commercial interstate carriers.

7. On February 4, 2002, R.R. purchased the residence at 601 Ballman, St. Louis, Missouri. R.R. sought a mortgage through ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein.

8. R.R. contacted ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, who was working at AMS in Sunset Hills, Missouri. R.R. provided her information to the defendant over the phone. The defendant subsequently prepared the URLA and assembled the supporting documents. The defendant's only request was that R.R. provide her with paycheck stubs.

9. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, assembled the supporting documents for the URLA. Included in these documents was a falsely made IRS Form W-2 and falsely made earnings statements that inflated R.R.'s income. R.R. never reviewed her URLA or supporting documents with the defendant.

10. On or about February 4, 2002, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, met R.R. for the first time at Old Republic Title Corporation, St. Louis, Missouri. At that meeting, the defendant instructed R.R. to sign or initial a large stack of documents, including the URLA. R.R. did so without reading them.

11. National City Mortgage, Overland Park, Kansas, was selected by ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, to fund the mortgage. Had National City Mortgage been aware of the fraudulent W-2 forms and earnings statements acquired and submitted by the defendant, they would not have approved or funded the mortgage.

12. On or about February 4, 2002, within the Eastern District of Missouri and elsewhere,
ANNA BONDS a/k/a ANNA TILLMAN,
the defendant herein, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, to obtain money and property by means of material false and fraudulent pretenses, representations and promises, did knowingly and willfully cause to be deposited, to be

sent and delivered by a commercial interstate carrier, an envelope which contained a loan application and supporting documents from Old Republic Title in St. Louis, Missouri, to be delivered to National City Mortgage in Overland Park, Kansas.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT II

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 6, inclusive, of Count I are hereby realleged and incorporated by reference as if fully set forth herein.

2. On or about July 16, 2003, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, purchased 7004 Claremore, St. Louis, Missouri. On or about January 23, 2004, the defendant sold 7004 Claremore to T.S. for \$67,000.

3. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, while an employee of AMA, brokered a \$65,964 home mortgage for T.S. The defendant prepared the URLA and assembled all the supporting documentation. In doing so, the defendant falsely represented on the URLA that T.S. earned \$3,500 per month from Galez Towing, when in fact T.S. was not employed by Galez Towing.

4. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently obtained falsely-made W-2 forms for 2001 and 2002. These forms falsely stated that T.S. was employed by Galez Towing and earned \$43,402.37 in 2001 and \$44,704.44 in 2002. The defendant further obtained false and fraudulent earnings statements purporting to be from Galez Towing and included them with the loan application packet.

5. Babbs Childcare, LLC, is located at 6261 Steve Marre, St. Louis, Missouri. MARK and

ANNA BONDS, the defendants herein, owned the building at 6261 Steve Marre. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, called the operator of Babbs Childcare, LLC and told her that she needed a credit letter prepared, falsely stating that T.S. had paid \$125 per week for child care when in fact, T.S. did not have a child attending Babbs Childcare, LLC. At the direction of ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, the operator of Babbs Childcare, LLC prepared the false credit letter and faxed it to ANNA BONDS.

6. After preparing the URLA and assembling the documents, ANNA BONDS a/k/a ANNA TILLMAN, affirmatively concealed the fact that she had a conflict of interest and that she had brokered the mortgage by directing that a coworker falsely sign the URLA. ANNA BONDS a/k/a Anna Tillman, the defendant herein, selected West America Mortgage Company to finance the loan.

7. On or about January 23, 2004, the sale of 7004 Claremore, St. Louis, Missouri, closed at Title Insurers Inc., Clayton, Missouri.

8. Had the lenders been aware of the fraudulent aspects of this mortgage, they wouldn't have funded it.

9. On or about January 23, 2004, in the Eastern District of Missouri and elsewhere,

ANNA BONDS a/k/a ANNA TILLMAN,

the defendant herein, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, to obtain money and property by means of material false and fraudulent pretenses, representations and promises, did knowingly and willfully cause to be deposited, to be sent and delivered by a commercial interstate carrier, an envelope which contained a loan application and supporting documents from Title Insurers, St. Louis, Missouri, to be delivered to

West America Mortgage Corporation, Oakbrook Terrace, Illinois.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT III

The Grand Jury further charges that:

1. The allegations of paragraph 1 through 6, inclusive of Count I of the indictment are hereby realleged and incorporated by reference as if fully set forth herein.

2. ANNA BONDS a/k/a ANNA TILLMAN, and MARK BONDS, the defendants herein, contracted with McBride and Sons to build and purchase a residence at 5196 Delcastle Drive, St. Louis, Missouri. The defendants purchased 5196 Delcastle for \$364,507.00 and sought 100% financing for this purchase.

3. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, while employed by AMS in Sunset Hills, Missouri, brokered her own loan for 5196 Delcastle Drive. The defendant prepared the URLA, gathered the supporting financial documents and forwarded them to the loan processors. Once the defendant completed the URLA and loan application package, the defendant affirmatively concealed her conflict of interest and fraudulently directed that a co-worker sign off on the URLA as if the co-worker had prepared the URLA and brokered the loan.

4. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein falsely and fraudulently directed another to create counterfeit and false IRS W-2 forms, earning statements, pay stubs and tax returns that contained false and fraudulent income levels and represented that both defendants were falsely employed by entities that they did not work for.

5. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein used false and fraudulent documentation claiming that she was employed by Genesis Cleaning and that MARK BONDS,

the defendant herein was employed by Galez Towing in 2004 on the URLA. Neither of these W-2 forms are on file with the Internal Revenue Service.

6. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein attached a false and fraudulent tax return to the URLA which falsely represented that her Adjusted Gross Income for 2002 was \$61,605.00, when in fact, she e-filed a 2002 tax return form to the Internal Revenue Service whereby she reported her Adjusted Gross Income as \$45,409.00.

7. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, attached a false and fraudulent tax return to the URLA which falsely represented that her Adjusted Gross Income for 2003 was \$55,154.00, when she e-filed a tax return to the Internal Revenue Service and reported her Adjusted Gross Income as \$13,615.00.

8. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, selected First Franklin Financial Corporation to fund the loan. Had First Franklin financial Corporation been aware of the fraudulent aspects of the mortgage application, they wouldn't have funded the loan.

9. On or about December 30, 2004, ANNA BONDS a/k/a ANNA TILLMAN, and MARK BONDS, the defendants herein, closed on this loan and the purchase of 5196 Delcastle Drive at Title Insurers in St. Louis, Missouri.

10. On or about December 30, 2004, in the Eastern District of Missouri elsewhere,

**ANNA BONDS a/k/a ANNA TILLMAN,
and MARK BONDS,**

the defendants herein, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, to obtain money and property by means of material false and fraudulent pretenses, representations and promises, did knowingly and willfully cause to be deposited, to be

sent and delivered by a commercial interstate carrier, an envelope which contained a loan application and supporting documents from Title Insurers, St. Louis, Missouri, to be delivered to First Franklin Financial Corporation, San Jose, California.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT IV

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 6, inclusive, of Count I of the indictment are hereby realleged and incorporated by reference as if fully set forth herein.

2. On or about June 24, 2005, ANNA BONDS a/k/a ANNA TILLMAN the defendant herein, purchased 7010 Edison, St. Louis, Missouri for \$30,750.00 without obtaining any financing.

3. In the Fall of 2005, R.M. was looking for a residence and decided that he wanted to purchase 2668 Daman Court, St. Louis, Missouri. MARK BONDS, the defendant herein, referred R.M. to ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein to broker the loan.

4. After R.M. purchased Daman Court he met with MARK BONDS, the defendant herein. MARK BONDS, the defendant herein, asked R.M. if he would be interested in purchasing investment property. The defendant represented that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, could locate property which could be purchased, rented out for a period of months, then sold at a profit.

5. MARK BONDS, the defendant herein took R.M. to see 7010 Edison, St. Louis, Missouri and 602 Teston, St. Louis, Missouri. Both Edison and Teston were owned by ANNA

BONDS a/k/a ANNA TILLMAN, the defendant herein.

6. On or about November 14, 2005, MARK BONDS, the defendant herein, took R.M. to a bank or credit union where the defendant had an account. There, the defendant cashed a check written by ANNA BONDS a/k/a ANNA TILLMAN the defendant herein, and turned the cash over to R.M. MARK BONDS, the defendant herein, took R.M. to a Bank of America where he instructed R.M. purchase a cashiers check. R.M. then purchased check number 0043423, in the amount of \$4,640.21, payable to Title Partners, and then turned over the cashiers check to MARK BONDS, the defendant herein, to be used as a down payment.

7. On or about November 14, 2005, R.M. purchased 7010 Edison from ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, for \$85,000.00. The defendant told R.M. that he would be borrowing \$80,750.00. The defendant further informed R.M. that he would not have to make a down payment.

8. On or about November 14, 2005, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, brought the URLA and other documents to R.M.'s job site. R.M. requested that he take the papers home to read but ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, demanded that he sign the papers on his job site. The closing documents represented that the closing had taken place at Title Insurers, St. Louis, Missouri.

9. ANNA BONDS a/k/a ANNA TILLMAN and MARK BONDS, the defendants herein, falsely and fraudulently structured these financial transactions to conceal the fact that the defendants were making R.M.'s down payment and to falsely and fraudulently make it appear that R.M. had provided the funds for a down payment.

10. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, fraudulently brokered

R.M.'s loan and prepared the URLA. The defendant further falsely and fraudulently affirmatively concealed her conflict of interest by having a coworker sign off on the URLA as if she had brokered the loan.

11. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently inflated R.M.'s financial information and overstated his work history on the loan application.

12. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently obtained counterfeit W-2 Forms earning statements and check stubs. The defendant then attached these false documents to the URLA to induce the lender to fund the mortgage on 7010 Edison. The defendant did so with the intent of fraudulently inducing the lender to fund the loan. The defendant selected Argent Mortgage Corporation to fund the loan. Had Argent Mortgage been aware of the fraudulent aspects of the mortgage application, they wouldn't have funded the loan.

13. In November or December, 2005, MARK BONDS, the defendant herein, referred R.M. to ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, about purchasing another investment property located at 2819 Sidney, St. Louis, Missouri. R.M. ultimately purchased 2819 Sidney and the loan was brokered by ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein.

14. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, knowingly entered false income and work history on the URLA on or about January 23, 2006.

15. R.M. never received loan documents or closing documents on this transaction and subsequently arranged a meeting between ANNA BONDS a/k/a ANNA TILLMAN and MARK

BONDS, the defendants herein. During the meeting, R.M. questioned the transaction, and MARK BONDS, the defendant herein, became agitated, rushed R.M. and told him "you know I'll see you again". MARK BONDS, the defendant herein proceeded to threaten R.M.'s wife and stated that he would "catch you alone outside sometime."

16. On or about November 14, 2005, in the Eastern District of Missouri and elsewhere,

**ANNA BONDS a/k/a ANNA TILLMAN,
and MARK BONDS,**

the defendants herein, for the purpose of executing this scheme and artifice to defraud and in attempting to do so, to obtain money and property by means of material false and fraudulent pretenses, representations and promises, did knowingly and willfully cause to be deposited, to be sent and delivered by a commercial interstate carrier, an envelope which contained a loan application and supporting documents from Title Partners, St. Louis, Missouri, to be delivered to Argent Mortgage Corporation, Rolling Meadows, Illinois.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT V

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 6, inclusive of Count I of the indictment are hereby realleged and incorporated by reference as if fully set forth herein.

2. MARK BONDS, the defendant herein, owned a residence at 1281 Stephen Jones, St. Louis, Missouri.

3. On or about September 30, 2004, MARK BONDS, the defendant herein, sought to refinance 1281 Stephen Jones. The new mortgage was brokered by his wife, ANNA BONDS

a/k/a ANNA TILLMAN, the defendant herein who was employed at AMS in Sunset Hills, Missouri.

4. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently prepared the URLA and obtained counterfeit earnings statements and W-2 Forms representing the amount that her husband, MARK BONDS, the defendant herein, was earning from Galez Towing, when in fact a W-2 form was never issued by Galez Towing.

5. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently affirmatively concealed the fact that she was brokering her husband's mortgage by directing that a co-worker falsely and fraudulently sign off on the URLA as if she had brokered the loan.

6. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, selected West America Mortgage Corporation to fund the loan. Had West America Mortgage Corporation been aware of the fraudulent aspects of the mortgage application they wouldn't have funded the loan.

7. On or about September 30, 2004, in the Eastern District of Missouri and elsewhere,

**ANNA BONDS a/k/a ANNA TILLMAN
and MARK BONDS,**

the defendants herein, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, to obtain money and property by means of material false and fraudulent pretenses, representations and promises, did knowingly and willfully cause to be deposited, to be sent and delivered by a commercial interstate carrier, an envelope which contained a loan application and supporting documents from Title Insurers, St. Louis, Missouri, to be delivered to West America Mortgage Corporation, Oakbrook Terrace, Illinois.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT VI

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 6, inclusive of Count I of the indictment are hereby realleged and incorporated by reference as if fully set forth herein.

2. In June, 2003, T.A. approached ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, about purchasing a residence.

3. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, was aware that T.A. was a drug dealer and had no legitimate source of income.

4. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, agreed to help T.A. find a home and to broker his loan. The defendant then demanded more than \$8,000 in cash for her assistance. T.A. made three payments in cash to the defendant. The source of the cash payments was from the distribution of drugs.

5. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, located a residence at 2658 Yaeger, St. Louis, Missouri. T.A. agreed to purchase this residence for \$164,900. The defendant agreed to broker a \$164,900, 100% loan through Wells Fargo.

6. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, completed a URLA for T.A.. In the URLA the defendant falsely and fraudulently represented that T.A. worked for the East St. Louis School District and earned a false income amount.

7. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently directed that another prepare counterfeit earnings statements, W-2 Forms and a verification of Employment form that falsely represented that T.A. was employed by the East St. Louis District.

8. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsified or altered

portions of a Verification of Rental form which represented that T.A. had been renting a house from Mound City Realty.

9. In an effort to bolster the credit of T.A., MARK BONDS, the defendant herein, approached the operators of Babbs Childcare, LLC. MARK BONDS, the defendant herein, directed the operator of Babbs Childcare, LLC to help ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, qualify a client for a loan by writing a credit letter. The defendant directed her to contact ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein for more information.

10. The operator of Babbs Childcare, LLC contacted ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein. The defendant instructed her to falsely and fraudulently prepare a credit letter representing that T.A. had a child enrolled and had been making timely payments for the last two years, when in fact T.A. did not have a child attending the daycare.

11. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, selected Wells Fargo to fund the loan. Had Wells Fargo been aware of the fraudulent aspects of the mortgage application, they wouldn't have funded the loan.

12. On or about June 6, 2003, T.A. closed on the purchase of 2658 Yaeger at Title Insurers in St. Louis, Missouri.

13. On or about June 6, 2003, in the Eastern District of Missouri and elsewhere,

**ANNA BONDS a/k/a ANNA TILLMAN,
and MARK BONDS,**

the defendants herein, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, to obtain money and property by means of material false and fraudulent

pretenses, representations and promises, did knowingly and willfully cause to be deposited, to be sent and delivered by a commercial interstate carrier, an envelope which contained a loan application and supporting documents from Title Insurers, St. Louis, Missouri, to be delivered to Wells Fargo, Bloomington, Minnesota.

In violation of Title 18, United States Code, Sections 1341 and 2

COUNT VII

1. The allegations of paragraphs 1 through 6, inclusive of Count I of this indictment are hereby re-alleged and incorporated by reference as if fully set forth herein.

2. M.G. owned 5452 Claxton, St. Louis, Missouri. D.S., an associate of ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, offered to sell 5452 Claxton for M.G..

3. D.S. directed that M.T. sign papers concerning 5452 Claxton, which according to D.S., allowed him to make her house available for sale. In reality, D.S. caused M.T. to sell her residence without her knowledge.

4. D.S. suggested to his employee, S.D., that she should purchase 5452 Claxton as an investment property. D.S. then referred S.D. to ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, for a mortgage.

5. S.D. met with ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, with information to complete the URLA. S.D. ultimately signed the URLA, prepared by the defendant but did not review it.

6. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently inflated S.D.'s income and bank account balance on the URLA. The defendant then falsely and fraudulently directed another to prepare false IRS W-2 Forms and earnings statements.

7. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, obtained a loan for S.D. from Argent Mortgage. The sale of 5452 Claxton closed at Title Insurers on December 5, 2003.

8. Had Argent Mortgage been aware of the fraudulent financial figures on the URLA and on the supporting documents, they would not have funded the mortgage.

9. On or about December 5, 2003, in the Eastern District of Missouri and elsewhere,

ANNA BONDS a/k/a ANNA TILLMAN,

the defendants herein, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, to obtain money and property by means of material false and fraudulent pretenses, representations and promises, did knowingly and willfully cause to be deposited, to be sent and delivered by a commercial interstate carrier, an envelope which contained a loan application and supporting documents from Title Insurers, St. Louis, Missouri, to be delivered to Argent Mortgage, Rolling Meadows, Illinois.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT VIII

The Grand Jury further charges that:

1. The allegations of paragraphs 1 thru 6, inclusive of Count I of this indictment are hereby re-alleged and incorporated by reference as if fully set forth herein.

2. L.T. owned Genesis Cleaning, a small cleaning service, and owned a home at 209 Kirk, St. Louis, Missouri.

3. L.T. sought to refinance 209 Kirk and went to her sister, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, to broker a refinanced mortgage.

4. To assist in brokering the new mortgage for 209 Kirk, ANNA BONDS a/k/a ANNA

TILLMAN, the defendant herein, falsely and fraudulently directed another to prepare counterfeit, false and inflated earnings statements, and IRS W-2 forms for L.T..

5. L.T. obtained a false and fraudulent 2002 U.S. Individual Income Tax return representing her Adjusted Gross Income as \$33,444.00. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, took this false, fraudulent and inflated tax return and attached it to the URLA, prepared for L.T..

6. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently inflated L.T.'s income on the URLA to \$2,787.00 per month when, in fact, L.T. filed a 2002 U.S. Individual Income Tax Return claiming an Adjusted Gross Income of \$11,152.00.

7. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, selected Argent Mortgage to fund the loan. Had Argent been aware of the fraudulent aspects of the mortgage application they wouldn't have funded the loan.

8. On or about November 7, 2003, the loan was closed at Title Insurers, St. Louis, Missouri.

9. On or about November 7, 2003, in the Eastern District of Missouri and elsewhere,

ANNA BONDS a/k/a ANNA TILLMAN,

the defendant herein, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, to obtain money and property by means of material false and fraudulent pretenses, representations and promises, did knowingly and willfully cause to be deposited, to be sent and delivered by a commercial interstate carrier, an envelope which contained a loan application and supporting documents from Title Insurers, St. Louis, Missouri, to be delivered to Argent Mortgage, Rolling Meadows, Illinois.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT IX

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 6, inclusive of Count I of this indictment are hereby re-alleged and incorporated by reference as if fully set forth herein.

2. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, owned a property located at 3928 Philbrook, St. Louis, Missouri.

3. On or about July 29, 2002, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, sold 3928 Philbrook to A.T., her learning disabled uncle, for \$52,000. The defendant, ANNA BONDS a/k/a ANNA TILLMAN brokered a 100% loan for A.T. through Wells Fargo.

4. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, falsely and fraudulently represented on the URLA that A.T. had been employed by "Nick's Towing" and earned \$718.00 per month. The defendant, ANNA BONDS a/k/a ANNA TILLMAN, further attached false and fraudulent IRS W-2 forms and paycheck stubs for A.T.. These false documents represented that A.T. was employed by "Nicks Towing".

5. ANNA BONDS, a/k/a ANNA TILLMAN, the defendant herein, further attached a false and fraudulent Verification of Rent form to the URLA. This form falsely represented that A.T. had been renting an apartment through Mound City Realty when in fact he had not.

6. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, selected Wells Fargo to fund the mortgage. Had Wells Fargo been aware of the fraudulent aspects of the mortgage application they wouldn't have funded the loan.

7. On or about July 29, 2002, the loan and sale of 3928 Philbrook closed at Title Insurers,

St. Louis, Missouri.

8. On or about July 29, 2002, in the Eastern District of Missouri and elsewhere,

ANNA BONDS a/k/a ANNA TILLMAN,

the defendant herein, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, to obtain money and property by means of material false and fraudulent pretenses, representations and promises, did knowingly and willfully cause to be deposited, to be sent and delivered by a commercial interstate carrier, an envelope which contained a loan application and supporting documents from Title Insurers, St. Louis, Missouri, to be delivered to Wells Fargo, Bloomington, Minnesota.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT X

1. The allegations of Count I through Count IX of this indictment are hereby re-alleged and incorporated by reference as if fully set forth herein.

2. Beginning in or about 2002 and continuing up the date of this indictment, with the exact dates unknown to the Grand Jury, in the Eastern District of Missouri,

**ANNA BONDS a/k/a ANNA TILLMAN and
MARK BONDS,**

the defendants herein, did unlawfully and knowingly combine, conspire, confederate and agree with each other and others both known and unknown to the Grand Jury, to commit offenses against the United States, that is:

mail fraud, in violation of Title 18, United States Code, Section 1341.

A. Manner and Means of the Conspiracy

- a. It was part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, purchased and sold residential property to home buyers, including friends and family of the defendant.
- b. It was further part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, also was employed as a mortgage broker, for a series of entities, including A Mortgage Solution (AMS), C.D. Adams (Adams), and Mortgage Concepts. As a mortgage broker, the defendant was paid a fee or commission to research and locate the most suitable for mortgage for prospective clients. In doing so the defendant would prepare the Uniform Residential Loan Application (URLA) and gather supporting documents and submit them to the prospective lender for consideration. The defendant, ANNA BONDS a/k/a ANNA TILLMAN was not typically allowed to broker her own personal loans or to broker loans for property that she was personally selling. The defendant falsely and fraudulently prepared her own loan applications and the loan applications for buyers of her real estate. To conceal the conflict of interests in these transactions, the defendant arranged for a co-worker to sign off on the URLA to make it appear that her co-worker was brokering the loan.
- c. It was further part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein would typically recruit nonconforming prospective borrowers, that is, a borrower with a low credit score or high

debt/income ratios.

- d. It was further part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, would enter false and fraudulent information on the URLA which inflated a borrower's income and assets. The defendant would also direct others to prepare false and fraudulent income verification documents. These documents such as an IRS Form W-2 or pay check stubs, created the false and fraudulent appearance of employment and income when none existed. The defendant would then submit these documents along with false Federal Income Tax Returns to the lender to fraudulently induce them to loan funds for the mortgage.
- e. It was further part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, caused these false and fraudulent URLAs and W-2 Forms to be sent via interstate commercial overnight carriers (such as FedEx and others) to prospective lenders. The defendant further utilized email and telefax to send and receive these documents in interstate commerce.
- f. It was further part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, would falsely and fraudulently direct others to provide false verification of employment for borrowers. The defendant would provide the prospective lenders with a phone number that purported to be that of the borrowers employer. In reality the phone was that of L.T., the defendant's sister, who would falsely and fraudulently

claim that the borrower was employed by Genesis Cleaning.

- g. It was further part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, would falsely and fraudulently provide the down payment for some of the purchaser's of her property. The defendant would do so and conceal this from the lender. By doing so, the defendant made the borrower appear to be a more secure risk as well as artificially qualifying the borrower for a higher loan amount.
- h. It was further part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein would falsely and fraudulently induce lenders, including FDIC insured banks and financial institutions, to fund loans based on false pretenses.
- i. It was further part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN, the defendant, herein, would falsely and fraudulently create false verification of rent payment forms for her clients to make the prospective borrower appear to be a more secure risk.
- j. It was further part of the conspiracy that MARK BONDS, the defendant herein, would refer prospective borrowers or home buyers to ANNA BONDS a/k/a ANNA TILLMAN.
- k. It was further part of the conspiracy that ANNA BONDS a/k/a ANNA TILLMAN and MARK BONDS, the defendants herein, would cause title companies to send false and fraudulent documents via interstate commercial carriers.

B. Overt Acts

In connection with the above conspiracy, and to effectuate the objects thereof, the following overt acts occurred within the Eastern District of Missouri and elsewhere.

- a. On or about September 13, 2005, MARK BONDS and ANNA BONDS a/k/a ANNA TILLMAN discussed making the down payment for "Gerald's" prospective mortgage as he could not qualify for a 100% loan, in order for the transaction to occur.
- b. On or about September 13, 2005, MARK BONDS and ANNA BONDS a/k/a ANNA TILLMAN, the defendants, herein, discussed if "James" or "Laura" would agree to verify rentals for ANNA BONDS a/k/a ANNA TILLMAN.
- c. On or about September 13, 2005, MARK BONDS, ANNA BONDS a/k/a ANNA TILLMAN, the defendants herein and "Little James" had a phone conversation. ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein offered to pay "Little James" to verify a rental.
- d. On or about October 11, 2005, ANNA BONDS a/k/a ANNA TILLMAN and MARK BONDS, the defendants herein, engaged in a phone conversation whereby ANNA BONDS a/k/a ANNA TILLMAN told MARK BONDS that "S.M." may call him to verify a rental.
- e. On or about October 20, 2005, ANNA BONDS a/k/a ANNA TILLMAN, MARK BONDS and a subject known only as "Redwood" discussed a

payment to another to use Genesis Cleaning to verify employment for "Redwood".

- f. Between 2002 and 2005, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, directed that another prepare false and fraudulent income documents for herself.
- g. Between 2002 and 2005, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, directed that another prepare false and fraudulent income documents for her husband, MARK BONDS, the defendant herein.
- h. Between 2002 and 2005, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, directed that another prepare false and fraudulent income documents for her sister, L.T..
- i. Between 2002 and 2005, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, directed that another prepare false and fraudulent income documents for T.A..
- j. Between 2002 and 2005, ANNA BONDS a/k/a ANNA TILLMAN, the defendant herein, directed that another prepare false and fraudulent income documents for S.D..

In violation of Title 18, United States Code, Section 371.

A TRUE BILL.

FOREPERSON

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United States Attorney

HOWARD J. MARCUS #16980
Assistant United States Attorney