

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

<b>UNITED STATES OF AMERICA,</b>	)	
	)	No. _____
Plaintiff,	)	
	)	<b>COUNTS ONE through FIVE:</b>
v.	)	<b>18 U.S.C. § 1344</b>
	)	NMT 30 years Imprisonment
<b>DAWN RENEE HARPSTER,</b>	)	NMT \$1,000,000 fine
[DOB: XX/XX/1969],	)	NMT 5 years Supervised Release
	)	Class B Felony
Defendant.	)	
	)	\$100 Special Assessment on each count.
	)	
	)	Restitution may also be ordered.

**INFORMATION**

THE UNITED STATES ATTORNEY CHARGES THAT:

1. At all times material herein,

A. Norbank, formerly doing business as North Kansas City Bank, was a financial institution the deposits of which were insured by the Federal Deposit Insurance Corporation. It was located at 401 Armour Road, North Kansas City, Missouri.

B. Northwest Missouri Title Company, LLC, hereafter Northwest Missouri Title, was a business organized under the laws of the State of Missouri and owned and operated by the defendant; it was engaged in the business of title insurance, real estate escrow, and closings. It was located at 102 South Market Street, Gallatin, Missouri.

C. Missouri Land Records Office was registered as a fictitious name under the laws of the State of Missouri; it was a wholly-owned subsidiary of Northwest Missouri Title. It was located at 102 South Market Street, Gallatin, Missouri.

2. Between in or about March 2006 and on or about December 26, 2006, at North Kansas City and Gallatin, in the Western District of Missouri, and elsewhere, defendant DAWN RENEE HARPSTER, knowingly executed and attempted to execute a scheme and artifice to defraud and to obtain money, funds, credits and other property owned by and under the custody and control of a financial institution, that is, Norbank, by means of material false and fraudulent pretenses, representations and promises.

3. It was part of the scheme that, for each of the loans referenced below, the defendant represented to Norbank that:

A. She had contracts with The Church of Jesus Christ of Latter-Day Saints in Salt Lake City, Utah, hereafter the LDS Church, under which the LDS Church would purchase properties located in Daviess County from the defendant;

B. If Norbank would loan her funds, she would purchase the properties in question, then sell the properties pursuant to the contracts to the LDS Church at not less than \$1,300 per acre in excess of the purchase price paid by the defendant or of the average appraised value of the property;

C. The closing of the sale of the properties would occur on or before ten days of the one-year anniversary of the defendant's purchase of the properties; and

D. Northwest Missouri Title would handle the closing and would obtain title insurance for the defendant's purchase of the properties and for the sale of the properties.

4. It was further part of the scheme that, for each of the loans referenced below, the defendant submitted false and fraudulent Contracts for the Sale and Purchase of Real Estate in connection with applications for loans.

5. It was further part of the scheme that, for each of the loans referenced below, in reliance on the false and fraudulent representations made by defendant and subject to compliance with the terms for disbursement, Norbank approved loans to the defendant and authorized the defendant to close the loans through Northwest Missouri Title.

6. It was further part of the scheme that, for each of the loans referenced below, the defendant falsely represented to Norbank that she had obtained a title commitment and title insurance through Northwest Missouri Title and Land Title Insurance Company of St. Louis for each of the properties, when in fact she had not done so and the title insurance documents she provided to Norbank were false and fraudulent.

7. It was further part of the scheme that, for each of the loans referenced below, the defendant falsely and fraudulently represented to Norbank that she had recorded deeds of trust from Northwest Missouri Title to Norbank, thereby securing the liens on the said properties in the amounts of the loans.

8. It was further part of the scheme that, on or about the dates listed below, in reliance on the false and fraudulent representations by the defendant, Norbank authorized disbursement of the proceeds of each loan in the form of cashier's checks, in the total amount of \$866,810.

9. The defendant thereafter used the proceeds for personal expenditures and not for the purposes represented.

10. On or about the dates listed below, at North Kansas City and Gallatin, in the Western District of Missouri, and elsewhere, defendant DAWN RENEE HARPSTER did knowingly execute and attempt to execute a scheme to defraud and to obtain money and funds owned by and under the custody and control of a federally-insured financial institution, that is, Norbank, a bank

the deposits of which were then insured by the Federal Deposit Insurance Corporation, by means of material false and fraudulent pretenses, representations and promises, and by submitting false and fraudulent documents, as described above, upon which Norbank relied when it approved the loans, approved disbursement of loan proceeds, and issued cashier's checks payable to Northwest Missouri Title Company, LLC, as described below.

Count	Loan No.	Loan Date	Loan Amount	Loan Proceeds Disbursement
One	661490	03/28/2006	\$ 243,600	Cashier's Check # 20528 for \$ 240,000
Two	661770	07/07/2006	\$ 60,900	Cashier's Check # 20876 for \$ 60,000
Three	661950	09/05/2006	\$ 182,700	Cashier's Check # 21067 for \$ 180,000
Four	662030	10/10/2006	\$ 248,675	Cashier's Check # 21186 for \$ 245,000
Five	662160	12/26/2006	\$ 130,935	Cashier's Check # 21448 for \$ 129,000

All in violation of Title 18, United States Code, Section 1344.

John F. Wood  
United States Attorney

By

Linda Parker Marshall  
Assistant United States Attorney

Dated: 11/28/07  
Kansas City, Missouri