

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA )  
 )  
 v. ) Criminal No. 06-223  
 ) (18 U.S.C. §§ 215(a)(2), 371,  
 MARCUS WISEMAN ) 1343, 1346 and 2)

INDICTMENT

The grand jury charges:

COUNT ONE

THE CONSPIRACY AND ITS OBJECTS

1. From in or around January 2002, and continuing thereafter until in or around March 2003, in the Western District of Pennsylvania and elsewhere, the defendant, MARCUS WISEMAN, knowingly and willfully did conspire, combine, confederate and agree with other persons known to the grand jury as RH and JM, to commit offenses against the United States, that is:

a. Wire Fraud, in violation of Title 18, United States Code, Section 1343;

b. Bank Fraud, in violation of Title 18, United States Code, Section 1344(1); and

c. Bribing of Employee of a Financial Institution, in violation of Title 18, United States Code, Sections 215(a)(1) and 215(a)(2).

MANNER AND MEANS OF THE CONSPIRACY

2. It was a part of the conspiracy that RH and JM applied for loans through Guaranty Residential Lending Corporation,

a subsidiary of Guaranty bank, a federally insured financial institution, and Accubank Mortgage, a subsidiary of National City Mortgage, which is a subsidiary of National City Bank of Indiana, a federally insured financial institution, and that in connection with those loans they provided false documents to secure the loans, including but not limited to, false appraisals that materially overstated the values of the properties and false income documents, such as W-2's, that grossly overstated the borrower's income.

3. It was further a part of the conspiracy that the defendant, MARCUS WISEMAN, while employed by Guaranty Residential Lending and then by National City Mortgage, processed and approved the loans knowing that the loan packages contained material misrepresentations.

4. It was further a part of the conspiracy that the defendant, MARCUS WISEMAN, accepted payments from RH and JM for processing and approving the fraudulent loan applications.

#### OVERT ACTS

5. In furtherance of the conspiracy, and to effect the objects of the conspiracy, the defendant, MARCUS WISEMAN, and RH and JM, did commit and cause to be committed, the following overt acts, among others, in the Western District of Pennsylvania and elsewhere:

a. On or about February 25, 2002, the defendant, MARCUS WISEMAN, signed an underwriting disposition notice related

to the loan for the property located at 7234-36 Thomas Boulevard in Pittsburgh, Pennsylvania;

b. In or around March of 2002, JM provided the defendant, MARCUS WISEMAN, with approximately \$5,000 for his services related to the processing of a fraudulent loan application;

c. On or about July 9, 2002, JM provided the defendant, MARCUS WISEMAN, with a check in the amount of \$10,000 for his services related to the processing of a fraudulent loan application;

d. On or about July 19, 2002, RH provided the defendant, MARCUS WISEMAN, with a check in the amount of \$5,000 for his services related to the processing of a fraudulent loan application;

e. On or about November 4, 2002, RH provided the defendant, MARCUS WISEMAN, with a check in the amount of \$10,000 for his services related to the processing of a fraudulent loan application; and

f. On or about March 10, 2003, JM provided the defendant, MARCUS WISEMAN, with a check in the amount of \$5,000 for his services related to the processing of a fraudulent loan application.

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

COUNTS TWO - SIX

The grand jury further charges:

INTRODUCTION

PURPOSE OF THE SCHEME AND ARTIFICE

6. From in or around January, 2002 and continuing thereafter to in or around March, 2003, in the Western District of Pennsylvania, the defendant, MARCUS WISEMAN, and individuals known to the grand jury as RH and JM, devised and intended to devise a scheme and artifice to defraud, which included a scheme or artifice to defraud another of the intangible right to honest services, and for obtaining money by means of false and fraudulent pretenses, representations and promises, well knowing at the time that the pretenses, representations and promises were false and fraudulent when made.

THE SCHEME AND ARTIFICE

7. It was part of the scheme and artifice to defraud that RH and JM applied for loans from Guaranty Residential Lending Corporation, where the defendant, MARCUS WISEMAN, was employed until in or around July 2002.

8. It was further part of the scheme and artifice to defraud that JM applied for a loan from Accubank Mortgage, which was then a subsidiary of National City Mortgage, where the defendant, MARCUS WISEMAN, was employed beginning in or around July 2002.

9. It was further a part of the scheme and artifice to defraud that RH and JM, in connection with those loans, provided false documents to secure the loans, including but not limited to, false appraisals that materially overstated the values of the properties and false income documents, such as W-2's, that grossly overstated the borrower's income.

10. It was further a part of the scheme and artifice to defraud that the defendant, MARCUS WISEMAN, approved and caused the loans to be approved knowing that the loan packages contained misrepresentations.

11. It was further a part of the scheme and artifice to defraud that the defendant, MARCUS WISEMAN, accepted payments from RH and JM for his services in connection with processing the fraudulent loan applications, without the knowledge or approval of Guaranty Residential Lending Corporation or Accubank Mortgage or any of their related entities.

#### THE WIRE COMMUNICATIONS

12. On or about the dates set forth below, in the Western District of Pennsylvania, the defendant, MARCUS WISEMAN, for the purpose of executing and attempting to execute the scheme and artifice to defraud, did cause to be transmitted in interstate commerce, by means of a wire communication, certain signs and signals, that is, the following wire transfers funding the loans referred to above:

Count	Date	Description of Wire
Two	2/25/2002	Wire transfer of approximately \$192,488.35 from the mortgage funding account at Guaranty Bank, in Austin, Texas to the Loan Closing Corporation account at Mellon Bank in Pittsburgh, Pennsylvania related to the property located at 7234-7236 Thomas Boulevard, Pittsburgh, Pennsylvania
Three	7/08/2002	Wire transfer of approximately \$294,133.15 from the mortgage funding account at Guaranty Bank, in Austin, Texas to the Robert Williams, Esquire account at PNC Bank in Pittsburgh, Pennsylvania related to the property located at 34 Kenny Way, Pittsburgh, Pennsylvania
Four	7/16/2002	Wire transfer of approximately \$126,882.73 from the mortgage funding account at Guaranty Bank, in Austin, Texas to the Lisa Gerideau-Williams, Esquire account at PNC Bank in Pittsburgh, Pennsylvania related to the property located at 7770 Thon Drive, Pittsburgh, Pennsylvania
Five	10/31/2002	Wire transfer of approximately \$294,018.60 from the mortgage funding account at Guaranty Bank, in Austin, Texas to the Lisa Gerideau-Williams, Esquire account at PNC Bank in Pittsburgh, Pennsylvania related to the property located at 519 Wallace Avenue, Pittsburgh, Pennsylvania
Six	2/21/2003	Wire transfer of an amount in excess of \$50,000 from the National City Bank account at National City Bank in Cleveland, Ohio to the Millennium Settlement Services LLC account at PNC Bank in Pittsburgh, Pennsylvania, related to the property at 7419 Race Street, Pittsburgh, Pennsylvania

In violation of Title 18, United States Code, Sections 1343, 1346 and 2.

COUNTS SEVEN - NINE

The grand jury further charges:

INTRODUCTION

13. At all material times, Guaranty Bank was a federally insured financial institution.

14. At all material times, based on the facts set forth below, among others, Guaranty Residential Lending was so closely connected to Guaranty Bank, that the taking of a bribe by an employee of Guaranty Residential Lending was the equivalent of the taking of a bribe by an employee of Guaranty Bank, and that the conduct set forth below put the assets of Guaranty Bank at risk:

a. Guaranty Residential Lending was a first tier subsidiary of Guaranty Bank, and it was wholly owned by Guaranty Bank;

b. Guaranty Residential Lending was an operating subsidiary of Guaranty Bank, meaning that federal regulators examined Guaranty Bank and Guaranty Residential Lending as one entity for the purposes of reviewing Guaranty Bank's operations;

c. The financial statements of Guaranty Residential Lending were consolidated into the financial statements of Guaranty Bank;

d. Guaranty Bank set the lending policies for Guaranty Residential Lending;

e. The Board of Directors of Guaranty Residential Lending consisted of officers of Guaranty Bank;

f. All major decisions of Guaranty Residential Lending were ratified by Guaranty Bank; and

g. Guaranty Bank funded Guaranty Residential Lending's lending activities through an inter company funding relationship.

15. On or about the dates set forth below, in the Western District of Pennsylvania and elsewhere, the defendant, MARCUS WISEMAN, who was then an employee of Guaranty Residential Lending, a wholly owned subsidiary of Guaranty Bank, a federally insured financial institution, corruptly accepted and agreed to accept the following approximate amounts, which are all in excess of \$1,000.00 from the following individuals known to the grand jury, intending to be influenced and rewarded in connection with any business and transaction with such institution:

Count	Date	Amount	Individual
Seven	3/8/2002	\$5,000	JM
Eight	7/9/2002	\$10,000	JM
Nine	7/19/2002	\$5,000	RH

All in violation of Title 18, United States Code, Section 215(a)(2).

COUNT TEN

The grand jury further charges:

INTRODUCTION

16. At all material times, the National City Bank of Indiana was a federally insured financial institution.

17. At all material times, based on the facts set forth below, among others, National City Mortgage was so closely connected to National City Bank of Indiana, that the taking of a bribe by an employee of National City Mortgage was the equivalent of the taking of a bribe by an employee of National City Bank of Indiana, and that the conduct set forth below put the assets of National City Bank of Indiana at risk:

a. National City Mortgage was a first tier subsidiary of National City Bank of Indiana, and it was wholly owned by National City Bank of Indiana;

b. National City Mortgage is an operating subsidiary, meaning that federal regulators examined National City Mortgage records for the purposes of reviewing National City Bank of Indiana's operations;

c. The financial statements of National City Mortgage were consolidated into the financial statements of National City Bank of Indiana; and


d. The source of the funds for National City Mortgage loans was National City Mortgage's line of credit with National City Bank of Indiana.

18. On or about March 10, 2003, in the Western District of Pennsylvania and elsewhere, the defendant, who was then an employee of National City Mortgage, a wholly owned subsidiary of National City Bank of Indiana, a federally insured financial institution, corruptly accepted and agreed to accept approximately \$5,000 from an individual known to the grand jury as JM, intending to be influenced and rewarded in connection with any business and transaction with such institution.

In violation of Title 18, United States Code, Section 215(a)(2).

A True Bill,

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Foreperson

  
MARY BETH BUCHANAN  
United States Attorney  
PA ID No. 50254