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MRP/RH: USAO 200700586

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

FILED
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CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND

UNITED STATES OF AMERICA

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CRIMINAL NO. **AW 09 CR 0088**

v.

(Mail and Wire Fraud, 18 U.S.C. §§ 1341 and 1343; Money Laundering, 18 U.S.C. § 1956; Failure to File Tax Returns, 26 U.S.C. § 7203; Forfeiture, 18 U.S.C. §§ 981(a)(1)(C) and 982(a)(1), 28 U.S.C. § 2461(c))

ROBERT DEWAIN VENSON,

Defendant

INDICTMENT

COUNTS ONE THROUGH EIGHT

(Wire Fraud)

The Grand Jury for the District of Maryland charges that:

Background

1. Defendant **ROBERT DEWAIN VENSON** was a resident of Fort Washington, Maryland, was not employed by any third-party, and did not receive regular wages or salary.

2. To begin the process of securing a loan to purchase residential real estate, potential borrowers typically prepared a Uniform Residential Loan Application, Form 1003 (hereinafter "loan application"). The loan application was a form used to supply lenders with relevant financial information about a potential borrower of funds to finance the purchase of residential real estate. The loan application typically would require that the borrower list his or her name, employment information, assets and liabilities, a schedule of real estate owned, the purpose of the loan, the purchase price of the real estate, the amount of loan requested, and other information. The borrower typically was required to sign the form, acknowledging that the information was true and correct; that the lender may rely on the information in the application; and that the borrower was obligated

to amend or supplement the information if any material facts change before closing of the loan.

3. The borrower also would sign a note, in which the borrower would promise to repay the loan amount to the lender with interest. The note typically would list the borrower's name, amount of the loan, the amount of the interest, and other terms of the loan. The lenders typically would require that the loan be secured by the property with a mortgage. Generally, if the borrower defaulted on the loan, the lender would be entitled to foreclose on and sell the property to secure repayment of the loan.

4. When the documents that transferred the property were signed, the borrower/purchaser and the seller would use a Settlement Statement, Form HUD-1. A HUD-1 was a federal form that itemized certain information relating to the real estate purchase, including the purchaser, the borrower, and the lender, the amount of the price, the disposition of funds, and other items.

Real Estate Purchased by the Defendant

5. In or about the summer of 2004, defendant **ROBERT DEWAIN VENSON** agreed to purchase real estate located at **5401 Gallatin Street in Hyattsville, Maryland**, which consisted of a lot and single family residence. On or about September 7, 2004, this property was purchased on his behalf, but in the name of RH. The purchase was made with a loan of approximately \$310,000 from Aegis Mortgage Corporation.

6. In or about the summer of 2005, defendant **VENSON** agreed to purchase real estate located at **204 137th Street in Ocean City, Maryland**, which consisted of a lot and single family residence. On or about July 21, 2005, the property was purchased on his behalf, but in the name of RG. This purchase was made with a loan of approximately \$560,000 from Finance America, LLC.

On or about October 30, 2006, the property was purchased in the name of PD. The second purchase was made with loans of approximately \$630,000 from Novastar Mortgage Inc.

7. In or about the fall of 2005, defendant **VENSON** agreed to purchase real estate located at **12710 Parkton Street, in Fort Washington, Maryland**, which consisted of a lot and single family residence. On or about November 17, 2005, the property was purchased on his behalf, but in the name of SF. The purchase was made with loans of approximately \$575,000 from Intervale Mortgage Corporation.

8. In or about early 2006, defendant **VENSON** agreed to purchase real estate located at **1321 West Virginia Avenue, Northeast, in Washington, D.C.**, which consisted of a lot and single family residence. On or about February 17, 2006, the property was purchased on his behalf, but in the name of CM. The purchase was made with loans of approximately \$370,000 from Fremont Investment and Loan.

9. In or about the summer of 2006, defendant **VENSON** agreed to purchase real estate located at **344 Delaware Avenue in Salisbury, Maryland**, which consisted of a lot and single family residence. On or about June 30, 2006, the property was purchased on his behalf, but in the name of SF. The purchase was made with loans of approximately \$150,000 from Entrust Mortgage Inc.

10. In or about the summer of 2006, defendant **VENSON** agreed to purchase real estate located at **1021 Marion Street in Salisbury, Maryland**, which consisted of a lot and single family residence. On or about June 30, 2006, the property was purchased on his behalf, but in the name of SF. The purchase was made with loans of approximately \$150,000 from Entrust Mortgage Inc.

11. In or about the summer of 2006, defendant **VENSON** agreed to purchase real estate located at **414 Robinson Street in Salisbury, Maryland**, which consisted of a lot and single family residence. On or about June 30, 2006, the property was purchased on his behalf, but in the name of SF. The purchase was made with loans of approximately \$155,000 from Entrust Mortgage Inc.

12. In or about the fall of 2006, defendant **VENSON** agreed to purchase real estate located at **610 Light Street in Salisbury, Maryland**, which consisted of a lot and single family residence. On or about September 14, 2006, the property was purchased in the name of PD. The purchase was made with loans of approximately \$140,000 from Sunset Mortgage Company LP.

13. In or about the fall of 2006, defendant **VENSON** agreed to purchase real estate located at **303 Newton Street in Salisbury, Maryland**, which consisted of a lot and single family residence. On or about September 25, 2006, the property was purchased on his behalf, but in the name of PD. The purchase was made with loans of approximately \$165,000 from 4UDirect, Inc. doing business as Nations Home Lending Center.

14. In or about the fall of 2006, defendant **VENSON** agreed to purchase real estate located at **604 Smith Street in Salisbury, Maryland**, which consisted of a lot and single family residence. On or about September 25, 2006, the property was purchased on his behalf, but in the name of PD. The purchase was made with loans of approximately \$170,000 from 4UDirect, Inc. doing business as Nations Home Lending Center.

15. In or about the fall of 2006, defendant **VENSON** agreed to purchase real estate located at **224 Maryland Avenue in Salisbury, Maryland**, which consisted of a lot and single family residence. On or about November 1, 2006, the property was purchased on his behalf, but in the name of PD. The purchase was made with loans of approximately \$160,000 from Silver State

Financial Services, Inc., doing business as Silver State Mortgage.

16. In or about the fall of 2006, defendant **VENSON** agreed to purchase real estate located at **507 Robinson Street in Salisbury, Maryland**, which consisted of a lot and single family residence. On or about November 27, 2006, the property was purchased on his behalf, but in the name of PD. The purchase was made with loans of approximately \$160,000 from Silver State Financial Services, Inc., doing business as Silver State Mortgage.

17. In or about the spring of 2007, defendant **VENSON** agreed to purchase real estate located at **203 138th Street in Ocean City, Maryland**, which consisted of a lot and single family residence. On or about March 19, 2007, the property was purchased on his behalf, but in the name of RJ. The purchase was made with loans of approximately \$630,000 from Suburban Federal Savings Bank.

The Scheme to Defraud

18. Beginning in or about 2004, and continuing until in or about 2007, in the District of Maryland and elsewhere, the defendant,

ROBERT DEWAIN VENSON,

knowingly and willfully devised and intended to devise a scheme and artifice to defraud lenders described above in paragraphs 5 through 17, and to obtain the lenders' money and property by means of materially false and fraudulent pretenses, representations and promises ("the scheme to defraud").

Manner and Means of the Scheme to Defraud

19. It was part of the scheme to defraud that defendant **VENSON** would negotiate with owners of the real estate described above to purchase their property. Defendant **VENSON** and the seller would agree on a price for the property.

20. It was further part of the scheme to defraud that defendant **VENSON** would hire another person to pose as the buyer (“the straw buyer”) in connection with each real estate purchase, which would be financed by a lender. To that end, defendant **VENSON** would pay a commission to each straw buyer for each transaction. In exchange for the commission, the straw buyer would pose as the buyer of the property, including by signing documents and appearing at the settlement. Defendant **VENSON** also would cause the sales contract, residential loan application, and settlement statement to reflect the name of the straw buyer as purchaser of the real estate and sole borrower. Defendant **VENSON** typically would represent to the straw buyer that he would satisfy the loan obligation.

21. It was further part of the scheme to defraud that defendant **VENSON** typically would inflate the price listed on the sales contract, loan application, and settlement statement to an amount substantially larger than the actual price. Defendant **VENSON** would use mortgage brokers to assist in arranging for financing by a mortgage lender at the inflated price. As a result of the inflated purchase price, the lender would supply funds for the purchase substantially in excess of the actual price.

22. It was further part of the scheme to defraud that defendant **VENSON** would cause material information about the purchase and loan to be misrepresented to and concealed from the mortgage lender, including the actual purchase price of the property, his arrangement with the straw buyer, the identity and financial status of the person who would make the loan payments, and the ownership of the property.

23. It was further part of the scheme to defraud that defendant **VENSON** would arrange for the funds from the settlement to be transferred to an account he controlled, often in the amount that the loan exceeded the true purchase price. In this way, defendant **VENSON** reaped hundreds of thousands of dollars from the purchase of several properties.

24. It was further part of the scheme to defraud that defendant **VENSON** would use the proceeds from the loans to, among other things, pay straw buyers their commissions and make payments on the loans for a short period of time. After making the required payments on the loan for a short time, defendant **VENSON** would discontinue making the payments, causing the straw buyers to default on the loans and requiring the lenders to foreclose on the property.

Execution of the Scheme to Defraud

25. On or about each date listed below, in the District of Maryland and elsewhere, the defendant,

ROBERT DEWAIN VENSON,

did transmit and cause to be transmitted by means of wire communication in interstate commerce, certain writings, signs, signals, and sounds, as listed below, for the purpose of executing the scheme to defraud:

Count	Date	Wire Transmission
1	November 17, 2005	Wire transfer of \$462,377 from Intervale Mortgage Corporation's Wachovia account in North Carolina to the title company's Columbia Bank account in Maryland for 12710 Parkton Street, Fort Washington, Maryland

Count	Date	Wire Transmission
2	February 22, 2006	Wire transfer of \$156,000 from Aspire Title's Alliance Bank account in Virginia to BB&T account in name of Immanuel LLC in Maryland for 1321 West Virginia Avenue, N.E., Washington, DC.
3	September 19, 2006	Wire transfer of \$48,700 from Paramount Title & Escrow's American Bank account in Maryland to Bank of America account in the name of Compassionate Real Estate in New York for 610 Light Street, Salisbury, Maryland.
4	September 27, 2006	Wire transfer of \$72,000 from Paramount Title & Escrow's American Bank account in Maryland to Bank of America account in the name of Compassionate Real Estate in New York for 303 Newton Street, Salisbury, Maryland.
5	September 27, 2006	Wire transfer of \$81,000 from Paramount Title & Escrow's American Bank account in Maryland to Bank of America account in the name of Compassionate Real Estate in New York for 604 Smith Street, Salisbury, Maryland.
6	October 30, 2006	Wire transfer of 22,862.77 from Real Good Settlements' Wachovia Bank account in Maryland, through New Jersey, to a BB&T account in the name of Immanuel, LLC in Maryland for 204 137th Street, Ocean City, Maryland.
7	November 3, 2006	Wire transfer of \$63,000 from Real Good Settlements' Wachovia Bank account in Maryland to Bank of America account in the name of Compassionate Real Estate in New York for 224 Maryland Avenue, Salisbury, Maryland.
8	November 28, 2006	Wire transfer of \$62,886.27 from Real Good Settlements' Wachovia Bank account in Maryland to Bank of America account in the name of Compassionate Real Estate in New York for 507 Robinson Street, Salisbury, Maryland.

18 U.S.C. § 1343
18 U.S.C. § 2

COUNTS NINE THROUGH SIXTEEN

(Mail Fraud)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 24 of Counts One through Eight are incorporated here.
2. On or about the dates listed below, in the District of Maryland and elsewhere, the defendant,

ROBERT DEWAIN VENSON,

for the purpose of executing and attempting to execute the scheme and artifice to defraud described in paragraphs 17 through 23 of Counts One through Eight, knowingly caused to be placed in an authorized depository for mail the items described below, to be sent and delivered by the Postal Service; deposited and caused to be deposited the items described below to be sent and delivered by a commercial interstate carrier; and caused the following items to be delivered by the Postal Service and commercial interstate carrier, according to the direction thereon:

Count	Date	Mailing
9	July 17, 2006	Recorded loan documents and transfer deed for 1021 Marion Street, Salisbury, Maryland mailed from Wicomico County, Maryland Circuit Court to Falcon Title, 1593 Springhill Road, Suite 605, Vienna, Virginia 22182.
10	July 17, 2006	Recorded loan documents and transfer deed for 414 Robinson Street, Salisbury, Maryland mailed from Wicomico County, Maryland Circuit Court to Falcon Title, 1593 Springhill Road, Suite 605, Vienna, Virginia 22182.

Count	Date	Mailing
11	August 2, 2006	Recorded loan documents and transfer deed for 344 Delaware Avenue, Salisbury, Maryland mailed from Wicomico County, Maryland Circuit Court to Falcon Title, 1593 Springhill Road, Suite 605, Vienna, Virginia 22182.
12	October 10, 2006	Recorded loan documents and transfer deed for 303 Newton Street, Salisbury, Maryland mailed from Wicomico County, Maryland Circuit Court to General American Corporation, 707 Grant Street, Suite 400, Pittsburgh, PA 15219.
13	October 10, 2006	Recorded loan documents and transfer deed for 604 Smith Street, Salisbury, Maryland mailed from Wicomico County, Maryland Circuit Court to General American Corporation, 707 Grant Street, Suite 400, Pittsburgh, PA 15219.
14	October 12, 2006	Recorded loan documents and transfer deed for 610 Light Street, Salisbury, Maryland mailed from Wicomico County, Maryland Circuit Court to General American Corporation, 707 Grant Street, Suite 400, Pittsburgh, PA 15219.
15	December 19, 2006	Recorded loan documents and transfer deed for 224 Maryland Avenue, Salisbury, Maryland mailed from Wicomico County, Maryland Circuit Court to Real Good Settlements, LLC, 6301 Ivy Lane, Suite 700, Greenbelt, Maryland 20770.

Count	Date	Mailing
16	January 2, 2007	Recorded loan documents and transfer deed for 507 Robinson Street, Salisbury, Maryland mailed from Wicomico County, Maryland Circuit Court to Real Good Settlements, LLC, 6301 Ivy Lane, Suite 700, Greenbelt, Maryland 20770.

18 U.S.C. § 1341

18 U.S.C. § 2

COUNTS SEVENTEEN THROUGH TWENTY-THREE

(Money Laundering)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 17 and 19 through 24 of Counts One through Eight are incorporated here.

2. On or about the dates listed below, in the District of Maryland and elsewhere, the defendant,

ROBERT DEWAIN VENSON,

did knowingly conduct and attempt to conduct a financial transaction affecting interstate commerce described below, which in fact involved the proceeds of specified unlawful activity, that is, mail and wire fraud, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity and with the intent to promote the carrying on of specified unlawful activity.

Count	Date	Financial Transaction
17	February 28, 2006	Transfer of check #1481 in the amount of \$5,000 drawn on an account in the name of Immanuel, LLC payable to straw buyer CM as a commission.
18	July 6, 2006	Transfer of check #991 in the amount of \$4,860 drawn on an account in the name of Compassionate Real Estate payable to straw buyer SF as a commission.

Count	Date	Financial Transaction
19	September 18, 2006	Transfer of check #2152 in the amount of \$3,000 drawn on an account in the name of Compassionate Real Estate payable to straw buyer to PD as a commission.
20	September 27, 2006	Transfer of check #2163 in the amount of \$6,000 drawn on an account in the name of Compassionate Real Estate payable to straw buyer PD as a commission.
21	November 1, 2006	Transfer of check #2201 in the amount of \$14,000 drawn on an account in the name of Compassionate Real Estate payable to straw buyer PD to make mortgage payments.
22	November 2, 2006	Transfer of check #2196 in the amount of \$4,000 drawn on an account in the name of Compassionate Real Estate payable to straw buyer PD as a commission.
23	March 23, 2007	Transfer of check #2290 in the amount of \$3,000 drawn on an account in the name of Compassionate Real Estate payable to straw buyer RJ as a commission.

18 U.S.C. § 1956(a)(1)(A)(i)
18 U.S.C. § 2

COUNTS TWENTY-FOUR THROUGH TWENTY-SIX

(Failure to File Income Tax Return)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 17 and 19 through 23 of Counts One through Eight are incorporated here.

2. During each of the calendar years listed below, defendant **ROBERT DEWAIN VENSON** had and received gross income substantially in excess of the amount that would trigger the requirement to file an individual income tax return with the Internal Revenue Service. As a result of that income, and as defendant **VENSON** well knew, on or before April 15 of the following each year, he was required by law to make and file an individual income tax return with the IRS, stating specifically the items of his gross income and any deductions and credits to which he was entitled.

3. On or about each date listed below, in the District of Maryland and elsewhere, the defendant,

ROBERT DEWAIN VENSON,

knowingly and willfully failed to make and file with the IRS an individual income tax return in his name for each calendar year listed below.

Count	Date	Calendar Year
24	April 15, 2005	2004
25	April 15, 2006	2005
26	April 15, 2007	2006

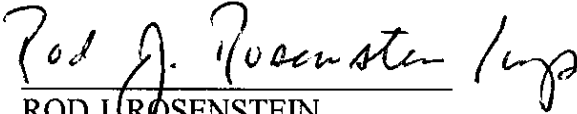
26 U.S.C. § 7203

FORFEITURE ALLEGATION

1. Upon conviction of one or more of the offenses described below, defendant **ROBERT DEWAIN VENSON** shall forfeit to the United States (a) any property constituting or derived from proceeds obtained directly or indirectly as a result the offenses alleged in Counts One through Sixteen of this Indictment, and (b) any property, real and personal, involved in offenses alleged in Counts Seventeen through Twenty-Three, and any property traceable to such offenses. The forfeitable property includes, but is not limited to, a money judgment of \$892,371.

2. If, as a result of any act or omission of the defendant, any proceeds subject to forfeiture: (a) cannot be located upon the exercise of due diligence; (b) has been transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property which cannot be divided without difficulty; it is the intention of the United States, pursuant to 21 U.S.C. § 853(p) to seek forfeiture of any other property of the defendant up to the value of the property listed above as being subject to forfeiture.

18 U.S.C. §§ 981(a)(1)(C) and 982(a)(1)
28 U.S.C. § 2461(c)



ROD J. ROSENSTEIN
UNITED STATES ATTORNEY

A TRUE BILL:

SIGNATURE REDACTED

FOREPERSON

Dated: February 23, 2009