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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED
J.N
JUN 23 2009
MICHAEL W. DOBBS
CLERK, U.S. DISTRICT COURT

UNITED STATES OF AMERICA)

v.)

MAGISTRATE JUDGE SCHENKIER

ALSHAWNTUS BECK,
STEVEN CORBETT a/k/a Al Spann,
JIMMIE D. JOHNSON a/k/a/ Johnathan Miller,
KEVIN KELLER a/k/a Kevin Kelley,
MICHELLE PARKER and
OTIS ROBINSON III)

09 CR 540

) Violation: Title 18, United
) States Code, Section 1343

JUDGE BER-YEGHIAYAN

COUNT ONE

The SPECIAL FEBRUARY 2008-1 GRAND JURY charges:

1. At times material to this indictment:

a. Defendant ALSHAWNTUS BECK operated Compass Investments and Development Corp., Elmwood Park, Illinois; 3834 West Maypole, Inc., Chicago, Illinois; and West Horizon Construction, Chicago, Illinois, through which he purported to engage in the business of buying, rehabilitating and reselling real estate in the Chicago area.

b. Defendant MICHELLE PARKER was an assistant loan officer at Mortgage Broker A, a licensed mortgage brokerage company located in the Northern District of Illinois.

c. Accredited Home Lenders, Countrywide Home Loans/America's Wholesale Lender, Fieldstone Mortgage Company, Homecomings Financial Company, Option One Mortgage Corporation, and WMC Mortgage Company made residential mortgage loans.

2. Beginning in or about February 2006, and continuing through in or about December 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK,
STEVEN CORBETT a/k/a Al Spann,
JIMMIE D. JOHNSON a/k/a Johnathan Miller,
KEVIN KELLER a/k/a Kevin Kelley,
MICHELLE PARKER and
OTIS ROBINSON III,

defendants herein, together with others known and unknown to the grand jury, knowingly devised, attempted to devise, and participated in a scheme to defraud and to obtain money and property of mortgage lenders, including: Accredited Home Lenders, Countrywide Home Loans/America's Wholesale Lender, Fieldstone Mortgage Company, Homecomings Financial Company, Option One Mortgage Corporation, and WMC Mortgage Company (the "lenders"), by means of materially false and fraudulent pretenses, representations, and promises, and material omissions as described below.

3. It was part of the scheme that defendants ALSHAWNTUS BECK, STEVEN CORBETT, JIMMIE D. JOHNSON, KEVIN KELLER, MICHELLE PARKER, and OTIS ROBINSON III fraudulently obtained and caused others to obtain approximately \$3,000,000 in mortgage loan proceeds, in connection with nine transactions involving eight different properties, by submitting loan applications on behalf of nominee buyers, some using false identities, which applications contained materially false information about the purported buyers' qualifications for the loans, and were supported by false documents.

4. It was further part of the scheme that defendant ALSHAWNTUS BECK recruited defendants STEVEN CORBETT, JIMMIE D. JOHNSON, and KEVIN KELLER to be nominee buyers in whose names the mortgage loans were fraudulently obtained through the use of fictitious and stolen identities.

5. It was further part of the scheme that defendant ALSHAWNTUS BECK recruited individuals, including Buyer A and Seller D, to buy and sell property in their own names, in some cases by promising these individuals that they would make money from the real estate transactions.

6. It was further part of the scheme that defendant ALSHAWNTUS BECK recruited defendant OTIS ROBINSON III to create false real estate appraisals inflating the value of the properties which defendant ALSHAWNTUS BECK bought for himself and through nominees.

7. It was further part of the scheme that defendant ALSHAWNTUS BECK recruited defendant MICHELLE PARKER, and others, to create, and to cause others to create, false documents to support the false statements in the loan applications, and to facilitate the processing of the fraudulent loan applications.

8. It was further part of the scheme that defendants ALSHAWNTUS BECK, STEVEN CORBETT, JIMMIE D. JOHNSON, KEVIN KELLER, MICHELLE PARKER and OTIS ROBINSON III prepared, and caused others to prepare, loan applications on behalf of defendant ALSHAWNTUS BECK and nominee buyers, which contained material false statements concerning the buyers' identity, employment, income, assets, liabilities, and intentions to occupy the premises as their primary residences, and false

statements concerning the value of the properties to be purchased.

9. It was further part of the scheme that defendants ALSHAWNTUS BECK, STEVEN CORBETT, JIMMIE D. JOHNSON, KEVIN KELLER, MICHELLE PARKER and OTIS ROBINSON III submitted, and caused others to submit, fraudulent loan applications and false supporting documents to the lenders, well knowing the false statements in these documents were material to the lenders' decisions to approve and fund the mortgage loans.

10. It was further part of the scheme that defendant OTIS ROBINSON III, at the direction of defendant ALSHAWNTUS BECK, fraudulently created real estate appraisals in the name of an appraiser whose identity defendant OTIS ROBINSON III had stolen, and in which defendant OTIS ROBINSON III intentionally inflated the value of the subject properties, and submitted these fraudulent appraisals to mortgage brokers well knowing that the appraisals would be used to fraudulently obtain loans.

11. It was further part of the scheme that defendant KEVIN KELLER posed as Kevin Kelley, and purchased residential properties using Kelley's identity without Kelley's knowledge or authorization.

12. It was further part of the scheme that defendant JIMMIE D. JOHNSON posed as Johnathan Miller, and purchased at least one residential property using Miller's identity without Miller's knowledge or authorization.

13. It was further part of the scheme that defendant STEVEN CORBETT assumed a fictitious identity of Al Spann, and purchased at least one residential property using the name Al Spann.

14. It was further part of the scheme that defendants ALSHAWNTUS BECK and MICHELLE PARKER created, and caused others to create, false documents including false W-2 Wage and Tax Statements ("W-2s"), false verifications of rent ("VORs"), and false verifications of employment ("VOEs") to support the false statements in the loan applications regarding the buyers' employment and income.

15. It was further part of the scheme that defendant ALSHAWNTUS BECK created, and caused others to create, false bank account statements and verifications of deposit ("VODs") to support the false statements in the loan applications regarding the amount of money in the buyers' bank accounts.

16. It was further part of the scheme that defendant ALSHAWNTUS BECK paid money to defendant MICHELLE PARKER for her assistance in facilitating the lenders' approval of mortgage loan applications, such assistance including causing the creation of false documents, and the processing of applications that she knew to be fraudulent.

17. It was further part of the scheme that defendants ALSHAWNTUS BECK, STEVEN CORBETT, JIMMIE D. JOHNSON, KEVIN KELLER and others applied for and obtained mortgage loans secured by residential properties in Chicago, Illinois, including: 3834 West Maypole (Unit 1), 3834 West Maypole (Unit 2), 3834 West Maypole (Unit 3), 3817 West Maypole, 3849-51 West Maypole, 2023 North Bingham, 5243 West Ohio, and 6828 South Indiana, well knowing that the mortgage loans funding their purchases of the residences were the result of material false statements to the lenders.

18. It was further part of the scheme that defendants ALSHAWNTUS BECK, JIMMIE D. JOHNSON, MICHELLE PARKER, OTIS ROBINSON III, and others, received the proceeds of mortgage loans that defendants fraudulently caused lenders to issue on or near the dates of the closings of the property sales, and used these loan proceeds to enrich themselves.

3834 West Maypole, Unit 3

19. It was further part of the scheme that on or about February 24, 2006, defendant ALSHAWNTUS BECK caused defendant STEVEN CORBETT, using the fictitious identity "Al Spann," to enter into a Condominium Purchase and Sale Agreement to buy 3834 W. Maypole, Unit 3, from a Land Trust controlled by defendant ALSHAWNTUS BECK for \$225,000.

20. It was further part of the scheme that on or about March 16, 2006, defendant STEVEN CORBETT, using the fictitious identity "Al Spann," caused to be prepared and submitted to Accredited Home Lenders, through Mortgage Broker A, applications for two loans totaling \$225,000 to purchase 3834 West Maypole, Unit 3, using a false social security number, and falsely stating that the property would be "Al Spann's" primary residence.

21. It was further part of the scheme that, on or about March 28, 2006, defendant MICHELLE PARKER caused to be created and submitted to Accredited Home Lenders a VOR which falsely represented that Aspire Max Realty had rented 3826 West Lexington, Chicago, for \$1,100 per month to "Al Spann" from January 1, 2000, to March 28, 2006, well knowing that Aspire Max Realty had never rented that

residence to "Al Spann."

22. It was further part of the scheme that in or around March 2006, defendant ALSHAWNTUS BECK submitted and caused to be submitted to the lender a W-2 falsely representing that "Al Spann" earned \$87,948.16 in 2005 as an employee of West Horizon Construction ("West Horizon"), and a pay stub falsely representing that "Al Spann" had \$14,215.40 in 2006 gross earnings to date as an employee of West Horizon, well knowing that "Al Spann" never worked at West Horizon.

23. It was further part of the scheme that, on or about April 5, 2006, defendants ALSHAWNTUS BECK, MICHELE PARKER, and STEVEN CORBETT caused Accredited Home Lenders to approve and fund loans to "Al Spann" in the total amount of approximately \$225,785 to purchase 3834 W. Maypole, Unit 3.

24. It was further part of the scheme that defendant STEVEN CORBETT, using the fictitious identity "Al Spann," defaulted on the loans, causing a loss to the lender.

3834 West Maypole, Unit 2

25. It was further part of the scheme that on or about March 14, 2006, defendant ALSHAWNTUS BECK caused Buyer A to enter into a Condominium Purchase and Sale Agreement to buy 3834 W. Maypole, Unit 2, from the Land Trust controlled by defendant ALSHAWNTUS BECK for \$225,000.

26. It was further part of the scheme that on or about March 20, 2006, defendant ALSHAWNTUS BECK caused to be prepared and submitted to Accredited Home Lenders, through Mortgage Broker A, applications in the name of Buyer A for

two mortgage loans totaling \$225,000 to purchase 3834 West Maypole, Unit 2, which falsely represented that the property would be Buyer A's primary residence.

27. It was further part of the scheme that, on or about March 28, 2006, defendant MICHELLE PARKER caused to be created and submitted to Accredited Home Lenders a VOR which falsely represented that Aspire Max Realty had rented 5 South Parkside, Chicago, to Buyer A for \$1,200 per month from June 1, 2003, to March 28, 2006, well knowing that Aspire Max Realty never rented the residence to Buyer A.

28. It was further part of the scheme that in or around March 2006, defendant ALSHAWNTUS BECK submitted and caused to be submitted to Accredited Home Lenders a W-2 falsely representing that Buyer A earned \$106,799.94 in 2005 as an employee of Compass Investments and Development Corp. ("Compass"), and a pay stub falsely representing that Buyer A had \$24,646.14 in 2006 gross earnings to date as an employee of Compass, well knowing that Buyer A never earned those wages as an employee of Compass.

29. It was further part of the scheme that from the approximately \$225,484 in mortgage loan proceeds disbursed by Accredited Home Lenders on or about April 5, 2006, defendants caused the title company to issue a check in the amount of \$115,158.37 made payable to 3834 West Maypole, Inc., which defendant ALSHAWNTUS BECK endorsed and deposited to a bank account over which defendant BECK had control.

30. It was further part of the scheme that Buyer A defaulted on the loans, causing a loss to the lender.

3834 West Maypole, Unit 1

31. It was further part of the scheme that on or about April 7, 2006, defendant ALSHAWNTUS BECK caused defendant KEVIN KELLER, using the stolen identity of Kevin Kelley, to enter into a Condominium Purchase and Sale Agreement to buy 3834 W. Maypole, Unit 1, from the Land Trust controlled by defendant ALSHAWNTUS BECK for \$225,000.

32. It was further part of the scheme that on or about April 13, 2006, defendant KEVIN KELLER, using the stolen identity of Kevin Kelley, caused to be prepared and submitted to Countrywide Home Loans, through Mortgage Broker A, applications for two mortgage loans totaling \$225,000 for the purchase of 3834 West Maypole, Unit 1, falsely representing that the property would be Kevin Kelley's primary residence, and that Kevin Kelley had an account containing \$5,000 at TCF Bank, well knowing that both statements were false.

33. It was further part of the scheme that on or about April 21, 2006, defendants ALSHAWNTUS BECK and KEVIN KELLER submitted and caused to be submitted to Countrywide Home Loans a false VOD purporting to show that Kevin Kelley had an account at Charter One Bank that had a balance of \$8,708.14, well knowing that no such account existed.

34. It was further part of the scheme that from the approximately \$227,091 in mortgage loan proceeds disbursed by Countrywide Home Loans on or about May 3, 2006, defendants caused the title company to issue two checks totaling approximately \$192,980 made payable to 3834 West Maypole, Inc., which defendant ALSHAWNTUS

BECK endorsed and deposited to a bank account over which he had control.

35. It was further part of the scheme that, also on or about May 3, 2006, defendant ALSHAWNTUS BECK caused a check in the amount of \$10,000 to be issued to defendant MICHELLE PARKER in return for her facilitating the approval of loan applications she knew to be fraudulent for the 3834 West Maypole condominium units.

36. It was further part of the scheme that defendant KEVIN KELLER, using the stolen identity of Kevin Kelley, defaulted on the loans, causing a loss to the lender.

3817 West Maypole

37. It was further part of the scheme that on or about May 11, 2006, defendant ALSHAWNTUS BECK caused defendant KEVIN KELLER, using the stolen identity of Kevin Kelley, to enter into a contract to purchase the property located at 3817 West Maypole, Chicago, Illinois, from Seller A for \$290,000.

38. It was further part of the scheme that in or about June 2006, defendant KEVIN KELLER, using the stolen identity of Kevin Kelley, caused to be prepared and submitted to Option One Mortgage Corporation, through Mortgage Broker A, an application for a mortgage loan in the amount of \$290,000 to purchase 3817 West Maypole, falsely representing that the property would be Kevin Kelley's primary residence, and that Kevin Kelley had an account with a \$5,000 balance at TCF Bank, well knowing that both statements were false.

39. It was further part of the scheme that on or about May 25, 2006, defendants ALSHAWNTUS BECK and KEVIN KELLER submitted and caused to be submitted to Option One Mortgage Corporation a VOE falsely representing that Kevin

Kelley was an employee of West Horizon who had earned \$40,000 in 2006 to date, and a W-2 falsely representing that Kevin Kelley earned \$99,590.54 in 2005 as an employee of West Horizon, well knowing that Kevin Kelley was never an employee of West Horizon.

40. It was further part of the scheme that, on or about June 19, 2006, defendants ALSHAWNTUS BECK and KEVIN KELLER caused Option One Mortgage Corporation to approve and fund a loan to KEVIN KELLER in the total amount of approximately \$293,890 to purchase 3817 West Maypole.

41. It was further part of the scheme that defendant KEVIN KELLER, using the stolen identity of Kevin Kelley, defaulted on the loan, causing a loss to the lender.

3849-51 West Maypole

42. It was further part of the scheme that on or about May 26, 2006, defendant ALSHAWNTUS BECK entered into a contract to purchase the property located at 3849-51 West Maypole, Chicago, Illinois, from Seller B for \$425,000.

43. It was further part of the scheme that on or about May 25, 2006, defendant ALSHAWNTUS BECK caused to be prepared and submitted to Accredited Home Lenders, through Mortgage Broker A, an application for a mortgage loan in the amount of \$382,500 to purchase 3849-51 West Maypole, falsely stating that the property would be defendant ALSHAWNTUS BECK'S primary residence, and that defendant BECK currently lived at a rental property located at 13023 Grand Pines Blvd., Plainfield, Illinois, well knowing that both statements were false.

44. It was further part of the scheme that, on or about May 24, 2006, defendant OTIS ROBINSON III, using the name of an appraiser whose identity he had stolen, created a false appraisal of 3849-51 West Maypole and emailed it to Mortgage Broker A, well knowing that he had fraudulently inflated the appraised value of \$425,000 as instructed by defendant ALSHAWNTUS BECK.

45. It was further part of the scheme that, on or about June 15, 2006, defendant MICHELLE PARKER caused to be created and submitted to Accredited Home Lenders a VOR which falsely represented that Aspire Max Realty had rented 13023 Grand Pines Blvd., Plainfield, Illinois, for \$1,500 per month to defendant ALSHAWNTUS BECK from June 2004, to June 15, 2006, well knowing that Aspire Max Realty never rented that residence to defendant BECK.

46. It was further part of the scheme that in or around June 2006, defendant ALSHAWNTUS BECK submitted and caused to be submitted to Accredited Home Lenders a bank statement falsely representing that defendant BECK'S Chase Bank checking account had a balance of approximately \$54,000, well knowing that his account balance was substantially lower at that time.

47. It was further part of the scheme that, from the approximately \$383,301 in mortgage loan proceeds disbursed by Accredited Home Lenders on or about July 17, 2006, the defendants caused the title company to issue a check in the amount of \$44,078.32 made payable to Seller B who endorsed the check and gave it to defendant ALSHAWNTUS BECK.

48. It was further part of the scheme that, on or about July 17, 2006, and July 31, 2006, defendant ALSHAWNTUS BECK caused checks in the amount of \$3,800 and \$3,500, respectively, to be issued to defendant MICHELLE PARKER in return for her facilitating the approval of the loan application she knew to be fraudulent for the 3849-51 West Maypole property.

49. It was further part of the scheme that defendant ALSHAWNTUS BECK defaulted on the loan, causing a loss to the lender.

2023 North Bingham - Transaction 1

50. It was further part of the scheme that on or about June 2, 2006, defendant ALSHAWNTUS BECK signed a contract to purchase the property located at 2023 North Bingham, Chicago, Illinois, from Seller C for \$404,500.

51. It was further part of the scheme that on or about June 19, 2006, defendant ALSHAWNTUS BECK caused to be prepared and submitted to Countrywide Home Loans, through Mortgage Broker A, an application for a mortgage loan in the amount of \$404,500 to purchase 2023 North Bingham, falsely stating that the property would be defendant BECK'S primary residence, that defendant BECK currently lived at a rental property located at 13023 Grand Pines Blvd., Plainfield, Illinois, and that defendant BECK'S Chase Bank checking account had a balance of approximately \$54,000, well knowing that all three statements were false.

52. It was further part of the scheme that, on or about July 5, 2006, defendant OTIS ROBINSON III, using the name of an appraiser whose identity he had stolen, created a false appraisal of 2023 North Bingham and emailed it to Mortgage Broker

A, well knowing that he had fraudulently inflated the appraised value of \$625,000 as instructed by defendant ALSHAWNTUS BECK.

53. It was further part of the scheme that, from the approximately \$409,364 in mortgage loan proceeds disbursed by Countrywide Home Loans on or about July 31, 2006, the defendants caused the title company to issue a check in the amount of \$26,990.84 made payable to defendant ALSHAWNTUS BECK.

2023 North Bingham - Transaction 2

54. It was further part of the scheme that in or about November 2006, Buyer B entered into an agreement to purchase the property located at 2023 North Bingham, Chicago, Illinois, from defendant ALSHAWNTUS BECK for \$720,500, a 56 percent increase over the price that defendant BECK paid for the same property only four months before.

55. It was further part of the scheme that on or about December 6, 2006, Buyer B applied for two mortgage loans totaling \$648,000 to purchase 2023 North Bingham from defendant ALSHAWNTUS BECK.

56. It was further part of the scheme that defendant ALSHAWNTUS BECK, and others, caused the false loan applications for Buyer B to be submitted to Homecomings Financial Company in or around December 2006.

57. It was further part of the scheme that in or around December 2006, defendant ALSHAWNTUS BECK and others submitted and caused to be submitted to Homecomings Financial Company a false and fraudulent bank statement purporting to show that Buyer B had a Chase Bank checking account which had a balance of

approximately \$94,000, well knowing that Buyer B did not have a bank account that had a balance near \$94,000.

58. It was further part of the scheme that, in or about November 2006, defendant OTIS ROBINSON III, using the name of an appraiser whose identity he had stolen, created another false appraisal of 2023 North Bingham, and emailed it to a mortgage broker and to defendant ALSHAWNTUS BECK well knowing that he had fraudulently inflated the appraised value of \$720,000 as instructed by defendant ALSHAWNTUS BECK.

59. It was further part of the scheme that, from the approximately \$651,159 in mortgage loan proceeds disbursed by Homecomings Financial Company on or about December 6, 2006, defendants caused the title company to issued checks that paid in full defendant ALSHAWNTUS BECK'S mortgage on the property, and issued a check in the amount of \$262,385.32 payable to defendant BECK.

5243 West Ohio

60. It was further part of the scheme that in or about June 2006, defendant ALSHAWNTUS BECK caused defendant JIMMIE D. JOHNSON, using the stolen identity of Johnathan Miller, to enter into a contract to purchase the property located at 5243 West Ohio, Chicago, Illinois, from Seller D for \$285,000.

61. It was further part of the scheme that on or about June 29, 2006, defendant ALSHAWNTUS BECK and defendant JIMMIE D. JOHNSON, using the stolen identity of Johnathan Miller, caused to be prepared and submitted to Fieldstone Mortgage Company, through Mortgage Broker A, applications for two mortgage loans

totaling \$285,000 for defendant JIMMIE D. JOHNSON, using the stolen identity of Johnathan Miller, to purchase 5243 West Ohio, falsely stating that the property would be Johnathan Miller's primary residence.

62. It was further part of the scheme that, on or about July 5, 2006, defendant OTIS ROBINSON III, using the name of an appraiser whose identity he had stolen, created a false appraisal of 5243 West Ohio and emailed it to Mortgage Broker A, well knowing that he had fraudulently inflated the appraised value of \$285,000 as instructed by defendant ALSHAWNTUS BECK.

63. It was further part of the scheme that, from the approximately \$285,000 in mortgage loan proceeds disbursed by Fieldstone Mortgage Company on or about July 28, 2006, the defendants caused the title company to issue a check in the amount of \$5,651.58 payable to Johnathan Miller and issued a check in the amount of \$31,331.73 payable to Seller D.

64. It was further part of the scheme that, less than one week after the closing, Seller D issued a check in the amount of \$18,000 payable to Compass Investments and Development Corp. which was deposited to a bank account over which defendant ALSHAWNTUS BECK had control.

65. It was further part of the scheme that defendant JIMMIE D. JOHNSON, using the identity of Johnathan Miller, defaulted on the loan, causing a loss to the lender.

6828 South Indiana

66. It was further part of the scheme that on or about July 21, 2006, defendant KEVIN KELLER, using the stolen identity of Kevin Kelley, entered into a contract to purchase the property located at 6828 South Indiana, Chicago, Illinois, from Seller E for \$345,000. Seller E was a relative of defendant MICHELLE PARKER.

67. It was further part of the scheme that on or about July 24, 2006, defendant KEVIN KELLER, using the stolen identity of Kevin Kelley, caused to be prepared and submitted to WMC Mortgage Company, through Mortgage Broker A, applications for two mortgage loans totaling \$290,000 to purchase 6828 South Indiana, falsely representing that Kevin Kelley had an account with a \$15,000 balance at TCF Bank, well knowing that the statement was false.

68. It was further part of the scheme that, in or around July 2006, defendant MICHELLE PARKER caused to be created a VOR which falsely represented that Aspire Max Realty had rented 422 North Avers, Chicago, to Kevin Kelley for \$1,900 per month from July 2003 to July 2006, well knowing that Aspire Max Realty never rented that residence to Kevin Kelley.

69. It was further part of the scheme that on or about July 26, 2006, defendants ALSHAWNTUS BECK and KEVIN KELLER submitted and caused to be submitted to the lender a VOD falsely representing that Kevin Kelley had an account at Charter One Bank that had a balance of \$8,708, well knowing that no such account existed.

70. It was further part of the scheme that, on or about August 1, 2006, defendant OTIS ROBINSON III, using the name of an appraiser whose identity he had stolen, created a false appraisal of 6828 South Indiana and emailed it to Mortgage Broker A, well knowing that he had fraudulently inflated the appraised value of \$362,000 as instructed by defendant ALSHAWNTUS BECK.

71. It was further part of the scheme that from the approximately \$348,111 in mortgage loan proceeds disbursed by WMC Mortgage Company on or about August 21, 2006, the defendants caused the title company to disburse funds sufficient to pay off Seller E's mortgage loan, and also to issue a check in the amount of \$15,000.62 to Seller E, a relative of defendant MICHELLE PARKER. Also on that date, the title company issued a check in the amount of \$11,507.91 to Individual A who gave the check to defendant ALSHAWNTUS BECK within a few days of the closing.

72. It was further part of the scheme that defendant KEVIN KELLER, using the stolen identity of Kevin Kelley, defaulted on the loan, causing a loss to the lender.

73. It was further part of the scheme that defendants ALSHAWNTUS BECK, STEVEN CORBETT, JIMMIE D. JOHNSON, KEVIN KELLER, MICHELLE PARKER and OTIS ROBINSON III, and others, concealed, misrepresented, and hid, and caused to be concealed, misrepresented, and hidden, the existence of the scheme, the purposes of the scheme, and the acts done in furtherance of the scheme.

74. On or about April 5, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK,
STEVEN CORBETT a/k/a Al Spann and
MICHELLE PARKER,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain wirings, signs and signals, namely, a funds transfer in the amount of \$180,092.12 from Bank of New York, New York, to LaSalle Bank, Chicago, Illinois, for credit to the account of Chicago Title and Trust Company, which funds transfer represented the proceeds of a mortgage loan issued by Accredited Home Lenders to "Al Spann," for the purchase of 3834 West Maypole, Unit 3, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

COUNT TWO

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 73 of Count One of this indictment are realleged and incorporated as if fully set out in this count.

2. On or about April 5, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK and
MICHELLE PARKER,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain wirings, signs, and signals, namely, a funds transfer in the amount of approximately \$181,720.12 from Citibank, N.A., New York, to LaSalle Bank, Chicago, Illinois, for credit to the account of Chicago Title and Trust Company, which funds transfer represented the proceeds of a mortgage loan issued by Accredited Home Lenders to Buyer A, for the purchase of a residence located at 3834 West Maypole, Unit 2, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

COUNT THREE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 73 of Count One of this indictment are realleged and incorporated as if fully set out in this count.
2. On or about May 2, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK and
KEVIN KELLER a/k/a Kevin Kelley,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain wirings, signs, and signals, namely, a funds transfer in the amount of approximately \$182,075.67 from Bank of New York, New York, to LaSalle Bank, Chicago, Illinois, for credit to the account of Chicago Title and Trust Company, which funds transfer represented the proceeds of a mortgage loan issued by Countrywide Home Loans to "Kevin Kelley," for the purchase of a residence located at 3834 West Maypole, Unit 1, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

COUNT FOUR

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 73 of Count One of this indictment are realleged and incorporated as if fully set out in this count.
2. On or about June 19, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK and
KEVIN KELLER a/k/a Kevin Kelley,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain wirings, signs, and signals, namely, a funds transfer in the amount of approximately \$293,889.64 from Mellon Bank, Pittsburgh, Pennsylvania, to LaSalle Bank, Chicago, Illinois, for credit to the account of Chicago Title and Trust Company, which funds transfer represented the proceeds of a mortgage loan issued by Option One Mortgage Corporation to defendant KEVIN KELLER, using the identity of Kevin Kelley, for the purchase of a residence located at 3817 West Maypole, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

COUNT FIVE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 73 of Count One of this indictment are realleged and incorporated as if fully set out in this count.
2. On or about July 17, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK,
MICHELLE PARKER and
OTIS ROBINSON III,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain wirings, signs, and signals, namely, a funds transfer in the amount of approximately \$383,301.10 from Citibank, N.A., New York, to LaSalle Bank, Chicago, Illinois, for credit to the account of Traditional Title Company, Inc., which funds transfer represented the proceeds of a mortgage loan issued by Accredited Home Lenders to defendant ALSHAWNTUS BECK for the purchase of a residence located at 3849-51 West Maypole, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

COUNT SIX

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 73 of Count One of this indictment are realleged and incorporated as if fully set out in this count.
2. On or about July 31, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK and
OTIS ROBINSON III,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, a funds transfer in the amount of approximately \$328,580.20 from Bank of New York, New York, to LaSalle Bank, Chicago, Illinois, for credit to the account of Codilis & Associates, P.C., which funds transfer represented the proceeds of a mortgage loan issued by Countrywide Home Loans to defendant ALSHAWNTUS BECK for the purchase of a residence located at 2023 North Bingham, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

COUNT SEVEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 73 of Count One of this indictment are realleged and incorporated as if fully set out in this count.
2. On or about December 6, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK and
OTIS ROBINSON III,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, a funds transfer in the amount of \$580,479.55 from JP Morgan Chase, New York, to Amcore Bank, Rockford, Illinois, for credit to the account of Security Title, Inc., which funds transfer represented the proceeds of a mortgage loan issued by Homecomings Financial Company to Buyer B for the purchase of a residence located at 2023 North Bingham, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

COUNT EIGHT

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 73 of Count One of this indictment are realleged and incorporated as if fully set out in this count.

2. On or about July 26, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK,
JIMMIE D. JOHNSON a/k/a Johnathan Miller, and
OTIS ROBINSON III,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, a funds transfer in the amount of approximately \$245,821.81 from JP Morgan Chase Bank, New York, New York, to Northern Trust Company, Chicago, Illinois, for credit to the account of Lawyers Title Insurance Corporation, which funds transfer represented the proceeds of a mortgage loan issued by Fieldstone Mortgage Company to "Johnathan Miller," for the purchase of a residence located at 5243 West Ohio, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

COUNT NINE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 73 of Count One of this indictment are realleged and incorporated as if fully set out in this count.
2. On or about August 21, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ALSHAWNTUS BECK,
KEVIN KELLER a/k/a Kevin Kelley,
MICHELLE PARKER and
OTIS ROBINSON III,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, a funds transfer in the amount of approximately \$279,790.21 from Bank of New York, New York, to Northern Trust Bank, Chicago, Illinois, for credit to the account of Lawyers Title Insurance Corporation, which funds transfer represented the proceeds of a mortgage loan issued by WMC Mortgage Company to "Kevin Kelley," for the purchase of a residence located at 6828 South Indiana, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

FORFEITURE ALLEGATION

The SPECIAL FEBRUARY 2008-1 GRAND JURY further alleges:

1. The allegations in Counts One through Nine of this indictment are hereby realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of their violations of Title 18, United States Code, Section 1343, as alleged in Counts One through Nine,

ALSHAWNTUS BECK,
STEVEN CORBETT a/k/a Al Spann,
JIMMIE D. JOHNSON a/k/a Johnathan Miller,
KEVIN KELLER a/k/a Kevin Kelley,
MICHELLE PARKER and
OTIS ROBINSON III,

defendants herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all right, title, and interest they may have in any property constituting, and derived from, proceeds they obtained directly or indirectly as the result of such violations.

3. The interests of defendants subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), include the sum of at least \$3,000,000.

4. If any of the forfeitable property described above, as a result of any act or omission by defendants:

- (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,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c);

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY