UNITED STATES OF AMERICA
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,	)	
	)	**INDICTMENT** CR12-85 JNE/AJB
Plaintiff,	)	(18 U.S.C. § 371)
	)	(18 U.S.C. § 1343)
v.	)	(18 U.S.C. § 981(a)(1)(C))
	)	
1. TROY ALLEN HUSTON, and	)	
	)	
2. CHAD ARTHUR ANDERSON,	)	
	)	
Defendants.	)	

THE UNITED STATES GRAND JURY CHARGES THAT:

1. At all times relevant to this Indictment, defendants Troy Allen Huston (hereinafter, "Huston") and Chad Arthur Anderson (hereinafter, "Anderson") were individual residents of the State of Minnesota.

2. At all times relevant to this Indictment, defendants Huston and Anderson worked as loan officers at Prestige Mortgage, LLC, a mortgage brokerage business located in White Bear Lake, Minnesota. In that capacity, Huston and Anderson brokered or "originated" mortgage loans by finding borrowers, preparing loan applications based upon the financial characteristics of those borrowers, and then submitting those applications to lenders to induce lenders to loan to those borrowers.

SCANNED
APR 26 2012
U.S. DISTRICT COURT ST. PAUL

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FILED APR 03 2012
RICHARD D. SLETTEN, CLERK
JUDGMENT ENTD
DEPUTY CLERK

3. At all times relevant to this Indictment, defendants Huston and Anderson were signatories or controlling designated members with governance rights for Lofton Property Management, LLC (Lofton), a property management business located in Chisago City, Minnesota. Lofton received illicit funds from the closings of the fraudulent transactions described below which Huston and Anderson then disbursed to themselves and to borrowers that Huston and others had qualified for property purchases, without the knowledge of the lenders that funded those property purchases.

4. At all times relevant to this Indictment, defendant Huston was signatory and designated member for YES Financial, LLC, a property finance business located in Chisago City, Minnesota. In that capacity, Huston received title closing disbursements of lender funds, received funds from Lofton, and signed checks and made disbursements to himself, family members and others.

COUNT 1

(18 U. S. C. § 371: Conspiracy to Commit Mortgage Fraud Through Use of the Interstate Wires)

5. Beginning in approximately 2006 and continuing through 2007, in the State and District of Minnesota, the defendants,

CHAD ARTHUR ANDERSON, and
TROY ALLEN HUSTON,

did unlawfully and knowingly conspire, combine, confederate and agree with other persons known and unknown to the grand jury to commit an offense against the United States, that is, to devise a scheme and artifice to defraud mortgage-lending institutions located throughout the United States, and to obtain money and property from mortgage-lending institutions by means of material false and fraudulent representations and promises and, for the purpose of executing such scheme, to cause to be transmitted by means on interstate wire certain writings, signs, signals, pictures and sounds, in violation of Title 18, United States Code, Section 1343.

OBJECT OF THE CONSPIRACY

6. It was the object of the conspiracy to recruit numerous straw buyers, mainly friends and acquaintances of defendants Huston and Anderson, to purchase entirely with fraudulently borrowed funds numerous homes in the Twin Cities Metropolitan area at inflated prices, and then to distribute the loan proceeds to Huston, Anderson and the straw buyers and investors, and other persons involved in the transactions without the knowledge or consent of the lenders, occasioning losses to those lenders exceeding $1,800,000.

MANNER AND MEANS

It was part of the conspiracy that from in or about 2006 through 2007:

7.

a. Defendants Huston and Anderson recruited straw buyers to purchase numerous homes in the Twin Cities at inflated prices with borrowed funds;

b. arranged for a colluding, unindicted appraiser to prepare appraisals for the properties supporting the inflated prices;

c. obtained mortgage loans for the straw buyers in the full amount of the inflated purchase prices (less a down payment amount usually provided by a third party) by filling out loan applications for the straw buyers which in most cases were materially false and misleading in that many of the loan applications overstated the straw buyers' income; misrepresented their employment; falsely stated that the straw buyers intended to utilize the properties as their primary residences; and in many cases failed to disclose other mortgage obligations

incurred by the straw buyers pursuant to the scheme.

d. Defendant Huston and Anderson provided down payment assistance to the straw buyers and unwitting investors which was not disclosed to the lenders;

e. arranged for a title company to close each of the transactions and placed Lofton on closing settlement statements and sworn construction statements which substantiated disbursements to Lofton from lender loan proceeds for fictitious property management services; and

f. provided financial payments to the straw buyers from loan proceed disbursements obtained by Lofton without the knowledge or consent of the lenders.

8. Each of the loans involved in the scheme described above went into default, occasioning losses to the lenders involved in the transactions exceeding $1.8 million.

OVERT ACTS

9. In furtherance of the conspiracy and to achieve its object, the defendants, directly and through accomplices, committed, among other acts, the following overt acts with respect

to transactions involving the properties at the addresses listed below:

7401 LARGE AVENUE, OTSEGO, MN

10. On or about October 12, 2006, defendant Huston caused straw buyer EJ to purchase the property listed above with funds fraudulently borrowed from Extol Mortgage Services.

11. On or about October 12, 2006, defendant Anderson caused a disbursement of $114,000 from fraudulently obtained lender funds to Prime Investment Group by causing "General Contracting - Chad Anderson" to be documented on the sworn construction statement and addendum to purchase agreement when in actuality no general contracting services were provided by defendant Anderson.

12. On or about October 12, 2006, defendant Anderson caused a disbursement of $114,000 from fraudulently obtained lender funds from Prime Investment Group to Chad Anderson as documented on the addendum to purchase agreement.

11292 71ST STREET NE, OTSEGO, MN

13. On or about October 17, 2006, defendant Huston caused a straw buyer EJ to purchase the property listed above with funds fraudulently borrowed from First Guaranty Mortgage Corp. and failed to disclose to the lender that the borrower had just previously purchased the property located at 7401 Large Avenue.

14. On or about October 17, 2006, defendant Anderson caused a disbursement of $70,800 from fraudulently obtained lender funds to Prime Investment Group by causing "General Contracting - Chad Anderson" to be documented on the sworn construction statement and addendum to purchase agreement when in actuality no general contracting services were provided by defendant Anderson.

15. On or about October 17, 2006, defendant Anderson caused a disbursement of $70,800 from fraudulently obtained lender funds from Prime Investment Group to Chad Anderson as documented on the addendum to purchase agreement.

11457 76TH COURT NE, OTSEGO, MN

16. On or about November 3, 2006, defendant Huston caused straw buyer EJ to purchase the property listed above with funds fraudulently borrowed from First Guaranty Mortgage Corp. and failed to disclose to the lender that the borrower had just purchased the properties located at 11292 71st St. and 7401 Large Ave.

17. On or about November 3, 2006, defendant Anderson caused a disbursement of $66,486.47 from fraudulently obtained lender funds to Prime Investment Group by causing "General Contracting - Chad Anderson" to be documented on the sworn construction statement

and addendum to purchase agreement when in actuality no general contracting services were provided by defendant Anderson.

18. On or about November 3, 2006, defendant Anderson caused a disbursement of $66,486.47 from fraudulently obtained lender funds from Prime Investment Group to Chad Anderson as documented on the addendum to purchase agreement.

4700 VERDE VALLEY ROAD, OAK GROVE, MN

19. On or about November 15, 2006, defendant Huston caused straw purchaser JI to purchase the property listed above with funds fraudulently borrowed from Novastar Mortgage and fraudulently represented to the lender that the property would be the purchaser's primary residence.

20. On or about November 15, 2006, defendant Anderson caused a disbursement of $78,650 from fraudulently obtained lender funds to Lofton by causing a fictitious payment letter from the seller to be included in the closing file indicating that Lofton had performed work for the seller when in actuality Lofton performed no such work.

21. On or about November 16, 2006, defendant Anderson cashed checks payable to Lofton at a bar in Lino Lakes, MN.

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13615 212TH AVENUE NW, ELK RIVER, MN

22. On or about November 29, 2006, defendant Huston caused straw purchaser JI to purchase the property listed above with funds fraudulently borrowed from Fieldstone Mortgage Co. and fraudulently represented to the lender that the property would be the purchaser's primary residence. Defendant Huston also failed to disclose to the lender that the borrower had just purchased the property located at 4700 Verde Valley Road.

23. On or about November 29, 2006, defendant Anderson caused a disbursement of $66,349.78 from fraudulently obtained lender funds to Lofton based upon fictitious mechanic's liens.

24. On or about December 1, 2006, defendant Anderson cashed the checks payable to Lofton from fraudulently obtained lender funds at a bar in Lino Lakes, MN.

739 240TH LANE, ST. FRANCIS, MN

25. On or about November 30, 2006, defendant Huston caused straw purchaser JI to purchase the property listed above with funds fraudulently borrowed from First Franklin Financial and fraudulently represented to the lender that the property would be the purchaser's primary residence. Defendant Huston also failed to disclose to the lender that the borrower had just purchased the

properties located at 4700 Verde Valley Road and 13615 212th Avenue NW.

26. On or about December 1, 2006, defendant Anderson caused a disbursement of $59,529.28 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not in fact performed.

27. On or about December 5, 2006, defendant Anderson cashed the checks payable to Lofton at a bar in Lino Lakes, MN.

10769 WEST RIVER ROAD, BROOKLYN PARK, MN

28. On or about December 20, 2006, defendant Huston caused straw purchaser JI to purchase the property listed above with funds fraudulently borrowed from People's Choice Home Loans and fraudulently represented to the lender that the property would be the purchaser's primary residence. Defendant Huston also failed to disclose to the lender that the borrower had just purchased the properties located at 4700 Verde Valley Road, 13615 212th Avenue NW, and 739 240th Lane.

29. On or about December 20, 2006, defendant Anderson caused a disbursement of $76,905.01 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

30. On or about December 26, 2006, defendant Anderson cashed the checks payable to Lofton from fraudulently obtained lender funds at a bar in Lino Lakes, MN.

310 BIRCH COURT, ISANTI, MN

31. On or about November 29,2006, defendant Huston caused straw buyer SW to purchase the property listed above with funds fraudulently borrowed from Silver State Mortgage.

32. On or about November 29, 2006, defendant Anderson caused a disbursement of $38,550.27 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

33. On or about November 29, 2006, defendant Anderson cashed the check payable to Lofton at a bar in Lino Lakes, MN.

917 DAYTON AVENUE, ST. PAUL, MN

34. On or about September 14, 2006, an unindicted co-conspirator RK, another loan officer as Prestige, caused straw buyer SB to purchase the property listed above with funds fraudulently borrowed from New Century Mortgage and fraudulently inflated the purchaser's income in the loan application.

35. On or about September 14, 2006, defendant Anderson caused a disbursement of $38,931.21 from fraudulently obtained lender

funds to Chad Anderson by causing a fraudulent billing invoice for construction services to be issued for services never performed.

919 DAYTON AVENUE, ST. PAUL, MN

36. On or about September 25, 2006, an unindicted co-conspirator RK caused straw buyer SB to purchase the property listed above with funds fraudulently borrowed from Option One and fraudulently inflated the purchaser's income in the loan application. Unindicted co-conspirator RK also failed to disclose to the lender that the borrower had just purchased the property located at 917 Dayton Avenue.

37. On or about September 26, 2006, defendant Anderson caused a disbursement of $163,669.32 from fraudulently obtained lender funds to Chad Anderson by causing a fraudulent billing invoice for construction services to be issued for services never performed.

13425 MAXWELL ROAD, CHISAGO CITY, MN

38. On or about December 18, 2006, defendant Huston caused straw buyer SB to purchase the property listed above with funds fraudulently borrowed from First Franklin Financial and fraudulently represented to the lender that the property would be the purchaser's primary residence. Defendant Huston also failed to disclose to the lender that the borrower had previously purchased the property located at 919 Dayton Avenue and that he had

fraudulently inflated the purchaser's income in the loan application.

39. On or about December 18, 2006, defendant Anderson caused a disbursement of $92,563.99 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

40. On or about December 18, 2006, defendant Anderson cashed the checks payable to Lofton from fraudulently obtained lender funds at a bar in Lino Lakes, MN.

1514 18TH COURT, ISANTI, MN

41. On or about January 30, 2007, defendant Huston caused straw buyer TS to purchase the property listed above with funds fraudulently borrowed from Silver State Financial Services and fraudulently inflated the purchaser's income on the loan application.

42. On or about January 30, 2007, defendant Huston caused a Bremer Bank Official Check in the amount of $13,500 to be purchased using funds not belonging to the purchaser, which was then passed off as the purchaser's own funds for the downpayment, without the knowledge or consent of the lender.

43. On or about January 30, 2007, defendant Anderson caused a disbursement of $46,005.24 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

304 BIRCH COURT, ISANTI, MN

44. On or about February 6, 2007, an unindicted co-conspirator RK caused straw purchaser TL to purchase the property listed above with funds fraudulently borrowed from BNC Mortgage Inc. and fraudulently represented the property as the purchaser's primary residence.

45. On or about February 6, 2007, defendant Anderson caused a disbursement of $38,250 from fraudulently obtained lender funds to Lofton Properties by causing a fraudulent sworn construction statement to be issued. The disbursement check payable to Lofton based upon a fraudulent sworn construction statement for work not performed.

14944 117TH STREET, BECKER, MN

46. On or about February 27, 2007, defendant Huston caused straw buyer TL to purchase the property listed above with funds fraudulently borrowed from Extol Mortgage Services and fraudulently represented the property as the purchaser's primary residence on the loan application. Defendant Huston also failed to disclose to

the lender that the borrower had previously purchased the property located at 304 Birch Court. Defendant fraudulently represented that the property would be the borrower's primary residence in the loan application.

47. On or about February 28, 2007, defendant Anderson caused a disbursement of $36,500 from fraudulently obtained lender funds to Lofton Properties by causing a fraudulent sworn construction statement to be issued. The disbursement check payable to Lofton based upon a fraudulent sworn construction statement for work not in fact performed.

2171 CLEVELAND WAY SE, CAMBRIDGE, MN

48. On or about March 7, 2007, unindicted co-conspirator RK caused straw purchaser TL to purchase the property listed above with funds fraudulently borrowed from Lehman Brothers Bank and fraudulently represented that the property would be the borrower's primary residence in the loan application. The unindicted co-conspirator also failed to disclose to the lender that the borrower had previously purchased the properties located at 304 Birch Court and 14944 117th Street.

49. On or about March 7, 2007, defendant Anderson caused a disbursement of $37,500 from fraudulently obtained lender funds to

Lofton based upon a fraudulent sworn construction statement for work not performed.

608 OVERLOOK DRIVE, BUFFALO, MN

50. On or about February 9, 2007, defendant Anderson caused straw purchaser JM to purchase the property listed above with funds fraudulently borrowed from Extol Mortgage Services and fraudulently represented that the property would be the borrower's primary residence in the loan application.

51. On or about February 9, 2007, defendant Anderson caused a disbursement of $67,970.52 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

1432 18TH AVENUE SE, CAMBRIDGE, MN

52. On or about February 23, 2007, defendant Anderson caused straw purchaser JM to purchase the property listed above with funds fraudulently borrowed from BNC Mortgage Inc. and fraudulently represented that the property would be the borrower's primary residence in the loan application. Defendant Anderson also failed to disclose to the lender that the borrower had previously purchased the property located at 608 Overlook Drive.

53. On or about February 23, 2007, defendant Anderson caused a disbursement of $48,433.51 from fraudulently obtained lender

funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

10761 WEST RIVER ROAD, MINNEAPOLIS, MN

54. On or about February 27, 2007, defendant Huston caused straw purchaser JM to purchase the property listed above with funds fraudulently borrowed from Chase Bank USA NA fraudulently represented that the property would be the borrower's primary residence in the loan application. Defendant Huston also failed to disclose to the lender that the borrower had previously purchased the properties located at 608 Overlook Drive and 1432 18th Avenue SE.

55. On or about March 15, 2007, defendant Anderson caused a disbursement of $88,466.92 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

56. On or about March 15, 2007, defendant Huston purchased two American Bank Cashier's checks using the funds from the $88,466.92 fraudulent disbursement (Para. 55). These two checks were payable to the straw buyer JM in the amount of $60,000, and payable to Lofton in the amount of $28,466.92.

10296 270TH AVENUE NW, ZIMMERMAN, MN

57. On or about March 23, 2007, defendant Huston caused straw purchaser JM to purchase the property listed above with funds fraudulently borrowed from ResMae Mortgage Corp. fraudulently represented that the property would be the borrower's primary residence in the loan application. Defendant Huston also failed to disclose to the lender that the borrower had previously purchased the properties located at 608 Overlook Drive, 1432 18th Avenue SE, and 10761 West River Road.

58. On or about March 26, 2007, defendant Anderson caused a disbursement of $50,100 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

14940 117TH STREET, BECKER, MN

59. On or about March 30, 2007, defendant Anderson caused straw purchaser JM to purchase the property listed above with funds fraudulently borrowed from Decision One Mortgage. Defendant Anderson also failed to disclose to the lender that the borrower had previously purchased the properties located at 10761 West River Road and 10296 270th Avenue.

60. On or about March 30, 2007, defendant Huston caused the purchase of Lake Area Bank Cashier's Check #84969 in the amount of

$17,500 payable to straw purchaser JM for use as a down payment, which JM then passed off as JM's own funds at closing.

61. On or about March 30, 2007, defendant Anderson caused a disbursement of $31,000 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

604 OVERLOOK DRIVE, BUFFALO, MN

62. On or about April 10, 2007, defendant Huston caused straw purchaser JM to purchase the property listed above with funds fraudulently borrowed from Lehman Brothers Bank FSB and fraudulently represented that the property would be the borrower's primary residence in the loan application. Defendant Huston also failed to disclose to the lender that the borrower had previously purchased the properties located at 608 Overlook Drive, 1432 18th Avenue SE, 10761 West River Road, 10296 270th Avenue, and 14940 117th Street.

63. On or about April 10, 2007, defendant Anderson caused a disbursement of $58,300 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

14948 117TH STREET SE, BECKER, MN

64. On or about April 17, 2007, defendant Huston caused straw purchaser JM to purchase the property listed above with funds fraudulently borrowed from First Guaranty Mortgage Corporation and failed to disclose to the lender that the borrower had previously purchased the properties located at 608 Overlook Drive, 1432 18th Avenue SE, 10761 West River Road, 10296 270th Avenue, 14940 117th Street, and 604 Overlook Drive.

65. On or about April 17, 2007, defendant Anderson caused a disbursement of $36,844 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

1008 6th AVENUE SW, ISANTI, MN

66. On or about May 8, 2007, defendant Anderson caused straw purchaser JM to purchase the property listed above with funds fraudulently borrowed from First NLC Financial Services and failed to disclose to the lender that the borrower had previously purchased the properties located at 608 Overlook Drive, 1432 18th Avenue SE, 10761 West River Road, 10296 270th Avenue, 14940 117th Street, 604 Overlook Drive, and 14948 117th Street SE.

67. On or about May 9, 2007, defendant Anderson caused a disbursement of $42,000 from fraudulently obtained lender funds to Lofton based upon a fraudulent sworn construction statement for work not performed.

4700 102ND TRAIL N, BROOKLYN PARK, MN

68. On or about June 29, 2007, defendant Huston caused straw purchaser NC to purchase the property listed above with funds fraudulently borrowed from ResMae Mortgage Corp. and fraudulently represented that the property would be the borrower's primary residence in the loan application. Defendant Huston also fraudulently inflated the purchaser's income in order to qualify straw purchaser NC for a home loan.

69. On or about June 29, 2007, defendant Anderson caused the purchase of Wells Fargo Bank Cashier's Check #0950003056 in the amount of $35,000 payable to straw purchaser NC for use as a down payment, which NC passed off as NC's own funds at closing.

6113 KARMEN AVENUE NE, ALBERTVILLE, MN

70. On or about July 18, 2007, defendant Anderson caused straw purchaser NC to purchase the property listed above with funds fraudulently borrowed from First NLC Financial Services, LLC, fraudulently represented that the property would be the borrower's primary residence in the loan application, and failed to disclose

to the lender that the borrower had previously purchased the property located at 4700 102nd Trail N. Defendant Anderson also fraudulently inflated the purchaser's income in order to qualify straw purchaser NC for a home loan.

71. On or about July 18, 2007, defendant Anderson caused the purchase of PeoplesBank of Commerce Cashier's Check #250490 in the amount of $19,500 payable to Columbia Title for the benefit of straw purchaser NC for use as a down payment, which NC then passed off as NC's own funds at closing.

72. On or about July 18, 2007, defendant Anderson caused a disbursement of $82,350 from fraudulently obtained lender funds to Hermanson Homes based upon a fraudulent sworn construction statement for work not performed.

10417 62ND STREET NE, ALBERTVILLE, MN

73. On or about July 24, 2007, defendant Huston caused straw purchaser NC to purchase the property listed above with funds fraudulently borrowed from Credit Suisse Financial Corp, fraudulently represented that the property would be the borrower's primary residence in the loan application, and failed to disclose to the lender that the borrower had previously purchased the properties located at 4700 102nd Trail N and 6113 Karmen Avenue NE.

Defendant Huston also fraudulently inflated the purchaser's income in order to qualify straw purchaser NC for a home loan.

74. On or about July 24, 2007, defendant Anderson caused the purchase of PeoplesBank of Commerce Cashier's Check #250512 in the amount of $22,300 payable to Columbia Title for the benefit of straw purchaser NC, which NC then passed off as NC's own funds at closing.

75. On or about July 24, 2007, defendant Anderson caused a disbursement of $83,500 from fraudulently obtained lender funds to Hermanson Homes based upon a fraudulent sworn construction statement for work not performed.

All in violation of Title 18, United States Code, Section 371.

COUNTS 2-7

(18 U. S. C. § 1343: Mortgage Fraud Through Interstate Wire)

76. The grand jury re-alleges and incorporates by reference the allegations made in paragraphs 1 through 75 as though fully stated herein for the purpose of alleging the substantive wire fraud offenses in Counts 2 though 7 below.

77. On or about the dates set forth below, in the State and District of Minnesota and elsewhere, the defendants,

CHAD ARTHUR ANDERSON, and
TROY ALLEN HUSTON,

each aiding and abetting the other, for the purpose of executing the aforementioned scheme to defraud, did knowingly transmit and cause to be transmitted in interstate commerce, by means of wire communications, certain signals and sounds, as further described below:

Count	On or About Date	Description of Interstate Wire	Residential Transaction Involved
2	April 10, 2007	Electronic transfer of $313,613.82 from Lehman Brothers Bank FSB, Englewood, CO located outside of the State of Minnesota to, American Bank, located within the State of MN.	JM purchase of 604 Overlook Drive, Buffalo, MN
3	April 17, 2007	Electronic transfer of $189,716.09 from First Guaranty Mortgage Corp, Mclean, VA located outside of the State of Minnesota to, American Bank, located within the State of MN.	JM purchase of 14948 117th Street SE, Becker, MN
4	May 4, 2007	Electronic transfer of $243,148.66 from First NLC Financial Services, Deerfield Beach, FL located outside of the State of Minnesota to, American Bank, located within the State of MN	JM purchase of 1008 6th Avenue SW, Isanti, MN

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5	June 29, 2007	Electronic transfer of $679,864.68 from ResMae Mortgage Corp, Schaumburg, IL located outside of the State of Minnesota to, American Bank, located within the State of MN.	NC purchase of 4700 102nd Trail N, Brooklyn Park, MN
6	July 18, 2007	Electronic transfer of $349,497.81 from First NLC Financial Services, Boca Raton, FL located outside of the State of Minnesota to, American Bank, located within the State of MN	NC purchase of 6113 Karmen Avenue NE, Albertville, MN
7	July 24, 2007	Electronic transfer of $369,153.32 from Credit Suisse Financial Corp, New York, NY located outside of the State of Minnesota to, American Bank, located within the State of MN	NC purchase of 10417 62nd Street NE, Albertville, MN

All in violation of Title 18, United States Code, Sections 1343 and 2.

FORFEITURE ALLEGATIONS

If convicted of any of the offenses charged in Counts 1 through 7 of this Indictment, the defendants named therein 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 property, real or personal, which

constitutes or is derived from proceeds traceable to the violations of Title 18, United States Code, Section 1343.

If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

A TRUE BILL

_____ _____

UNITED STATES ATTORNEY FOREPERSON