

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

FILED
MAY 7 2008
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SOUTHERN DISTRICT
OF INDIANA
LAURA A. BRIGGS
CLERK

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 MARVIN HAMPTON,)
)
 Defendant.)

Cause No. 1:08-cr-
1: 08-cr-0068-SEB-KPF

INFORMATION

COUNT 1

SCHEME

The United States Attorney charges that:

1. Between on or about July 2003 and continuing until on or about October 28, 2005, in the Southern District of Indiana, Glen Mar Land & Home Corp. conducted real estate transactions in Indianapolis, Indiana in the Southern District of Indiana.
2. Glen Mar Land & Home Corp. worked with mortgage brokers to obtain financing for the purchase of residential property in the Indianapolis, Indiana area from various mortgage lenders.
3. MARVIN HAMPTON was the owner of Glen Mar Land & Home Corp. MARVIN HAMPTON was a real estate investor who purchased inexpensive homes at fair market value for resale to buyers/borrowers through Glen Mar Land & Home Corp. which used various mortgage lenders, including among others, Argent Mortgage Company and First Capital Financial Services.

4. MARVIN HAMPTON recruited buyers/borrowers to purchase residential properties in the Southern District of Indiana. The buyers/borrowers did not bring down payment funds, however, the settlement statements reflected that down payment funds had been provided by the buyers/borrowers. The buyers/borrowers received money from MARVIN HAMPTON after the loan closed.

5. MARVIN HAMPTON was often responsible for obtaining the appraisal required for the loan application packages. The appraisals inflated the properties' true values.

THE CHARGE

9. Beginning in or about July 2003 and continuing until in or about October 2005, within the Southern District of Indiana and elsewhere,

MARVIN HAMPTON

defendant herein, and other persons known and unknown to the United States Attorney, devised and intended to devise a scheme to obtain money, funds, and other property by under the custody and control of Argent Mortgage Company and First Capital Financial Services, among others, by means of false and fraudulent pretenses, representations, and promises, and for the purpose of executing the scheme did cause to be placed in any post office or authorized depository for mailing matter, any matter or thing to be sent or delivered by the Postal Service, or by any private or commercial interstate carrier, according to the direction thereon, in violation of Title 18 U.S.C. § 1341.

10. As a result of said scheme to obtain money, funds, and other properties, Argent Mortgage Company and First Capital Financial Services, among others, made loans well in excess of the fair market value of the properties.

11. MARVIN HAMPTON would identify a piece of property that could be acquired for a minimal investment. In most cases, MARVIN HAMPTON was the initial purchaser of a property which he bought with the intention of selling the property to a recruited buyer/borrower for an inflated price. MARVIN HAMPTON spent money doing minimal repairs to a property. The difference between the inflated price and the actual price paid by MARVIN HAMPTON was received by MARVIN HAMPTON or his company, Glen Mar Land & Home Corp.

12. MARVIN HAMPTON provided funds to the buyers for deposit into the buyer's accounts to make it appear to the lending institution that the buyer was more creditworthy. MARVIN HAMPTON then directed a buyer/borrower to withdraw the funds in the form of a check that the buyer/borrower took to the closing to be provided as the down payment for the properties. The lending institution believed that the buyers/borrowers used their own funds for down payments.

13. MARVIN HAMPTON also paid money to the buyers/borrowers at the time of closing that, most of the time, he called an "appliance allowance." Most of the time, this amount was approximately \$1,500. MARVIN HAMPTON did not disclose this transaction to the lending institution.

16. Based on the false and fraudulent information submitted to the financial institution regarding the prospective buyer/borrower's false down payment funds, the false and fraudulent inflated appraisal of the property, and the omission of the "appliance allowance" transaction of funds made after the closing, the financial institution would approve the loan and transmit funds to a title company for the closing on the property.

17. The closing was conducted by a title company who sent the loan package by a commercial interstate carrier to the place it was directed to be delivered by the person to whom it was addressed.

18. Most of the time, the buyers/ borrowers eventually failed to make mortgage payments as required by the loan agreement and the financial institution would suffer a financial loss because the real estate collateral had a significantly lower value than the financial institution expected. MARVIN HAMPTON caused a loss to the financial institutions of approximately \$262,424.

19. For purposes of executing the scheme, MARVIN HAMPTON caused to be delivered by commercial interstate carrier a matter or thing to the place to which it was directed to be delivered by the person to whom it was addressed, namely, the closing documents, described below, to be sent or delivered by a commercial interstate carrier, according to the direction thereon, as specified below, among others:

Property: (Indianapolis, IN)	Date Mailed: (On or about)	Mailed From:	Mailed To:
3356 Wallace Avenue	7/24/2003	Indianapolis, Indiana	First Capital Financial Services Appleton, Wisconsin
3701 North Bancroft Street	10/15/2003	Indianapolis, Indiana	Argent Mortgage Company Rolling Meadows, Illinois
4705 East Thirty-Fourth Street	11/26/2003	Indianapolis, Indiana	First Capital Financial Services Appleton, Wisconsin
5326 East Thirty-Third Street	12/30/2003	Indianapolis, Indiana	First Capital Financial Services Appleton, Wisconsin
4502 North Dearborn	10/6/2004	Indianapolis, Indiana	Argent Mortgage Rolling Meadows, Illinois
7760 Twin Beach	12/16/2004	Indianapolis, Indiana	Flagstar Bank Troy, Michigan

Property: (Indianapolis, IN)	Date Mailed: (On or about)	Mailed From:	Mailed To:
3011 North Ritter Avenue	1/10/2005	Indianapolis, IN	Flagstar Bank Troy, Michigan
3523 North Butler Avenue	1/14/2005	Indianapolis, IN	Flagstar Bank Troy, Michigan
2826 North Ritter Avenue	2/8/2005	Indianapolis, IN	Flagstar Bank Troy, Michigan
1842 Kildare Avenue	7/18/2005	Indianapolis, IN	Argent Mortgage Company Rolling Meadows, Illinois
4908 East Eighteenth Street	6/24/2005	Indianapolis, IN	Argent Mortgage Company Rolling Meadows, Illinois
3511 North Wallace Avenue	8/5/2005	Indianapolis, IN	Argent Mortgage Company Orange, California

All in violation of Title 18, United States Code, Section 1341.

Timothy M. Morrison by

 TIMOTHY M. MORRISON
 United States Attorney
 Southern District of Indiana

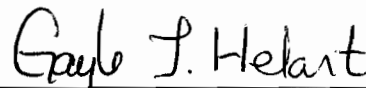
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STATE OF INDIANA)

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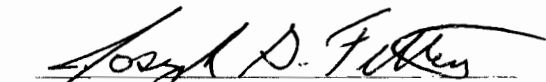
COUNTY OF MARION)

Gayle L. Helart, being first duly sworn, upon her oath deposes and says that she is an Assistant United States Attorney in and for the Southern District of Indiana, that she makes this affidavit for and on behalf of the United States of America, and that the Allegation in the foregoing Information are true as she is informed and verily believes.



Gayle L. Helart
Assistant United States Attorney

Subscribed and sworn to before me, a notary public, this 7th day of May, 2008.


Joseph G. Fetters
Notary Public

My Commission Expires:

February 24, 2015

My County of Residence:

Marion