

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, ) No. \_\_\_\_\_  
 )  
 v. )  
 ) COUNT ONE:  
 ) 18 U.S.C. § 371  
 ) NMT Five years and \$250,000  
 ) NMT Three years Supervised Release  
 ) Class D Felony  
 )  
 )  
 ) COUNTS TWO through FOUR:  
 ) 18 U.S.C. §§ 2314 and 2  
 ) NMT Ten years and \$250,000  
 ) NMT Three years Supervised Release  
 ) Class C Felony  
 )  
 )  
 ) COUNTS FIVE through SEVEN:  
 ) 18 U.S.C. §§ 1957 and 2  
 ) NMT Ten years and \$250,000  
 ) NMT Three years Supervised Release  
 ) Class C Felony  
 )  
 )  
 ) \$100 Special Assessment on each count.  
 )  
 )  
 ) Restitution may be ordered.

INDICTMENT

THE GRAND JURY CHARGES THAT:

COUNT ONE

Introduction

1. At all times material herein:

a. Defendant QUENTIN [NMI] HENLEY did business in the Kansas City, Missouri, area as Quality Remodeling from in or about October 2003 to July 2004, when the business was incorporated; it was in the business of purchasing, rehabilitating, selling and renting real estate. Defendant Henley also did business as All and One Construction from

in or about October 2004 to present, and as Corporate Remodeling Associates, Inc., from in or about July 2004 to present.

b. Defendant HENLEY maintained a personal bank account at Commerce Bank, Kansas City, Missouri.

c. Quality Remodeling and Quality Remodeling, Inc., maintained a bank account at Bank of America, Kansas City, Missouri.

d. All and One Construction maintained a bank account at Bank of America, Kansas City, Missouri.

e. Corporate Remodeling Associates, Inc., maintained a bank account at Bank of America, Kansas City, Missouri, and Commerce Bank, Kansas City, Missouri.

#### The Conspiracy and Its Object

2. Between in or about July 2003 and January 2009, the exact dates being unknown to the Grand Jury, at Kansas City, in the Western District of Missouri, and elsewhere, the defendant QUENTIN HENLEY conspired and agreed with others known and unknown to the Grand Jury, to obtain money from mortgage lenders, and to retain the money obtained, by means of material false and fraudulent pretenses, representations and promises, and by the concealment of material facts, and in the execution of the said scheme to commit offenses against the United States, that is, to knowingly and willfully cause to be transported and transferred, in interstate commerce, money of a value of \$5,000.00 or more, knowing the same to have been converted and taken by fraud, in violation of Title 18, United States Code, Sections 2314 and 2.

### Purpose of the Conspiracy

3. The purpose of the conspiracy was to obtain money from mortgage lenders by means of material false and fraudulent representations and promises, and by the concealment of material facts, for the personal financial benefit of the defendant and co-conspirators.

### Fraudulent Scheme

4. It was part of the scheme that the defendant and co-conspirators:
- a. Acquired residential properties at reduced rates;
  - b. Submitted and caused to be submitted false and fraudulent loan applications, documentation, and other representations to mortgage lenders, making material false and fraudulent representations and omissions of fact therein;
  - c. Caused mortgage lenders to approve said loan applications in reliance on the material false and fraudulent representations and omissions of fact;
  - d. Caused mortgage lenders to send in interstate commerce loan proceeds in the form of wire transfers and checks; and
  - e. Obtained personal financial benefit as a result of the scheme.

### Manner and Means

5. It was part of the conspiracy that, beginning in or about July 2003 and continuing to in or about January 2009, the exact dates being unknown to the Grand Jury, defendant HENLEY acquired residential properties for the stated purpose of “rehabbing” the properties, then renting or selling them.

6. It was further part of the scheme that the defendant and co-conspirators submitted and caused to be submitted materially false, fraudulent and misleading loan applications and supporting documentation to mortgage lenders, all to induce the lenders to approve the applications and lend funds.

7. It was further part of the conspiracy that the defendants and co-conspirators caused mortgage lenders to approve the loans in reliance on the said material false, fraudulent and misleading representations and omissions contained in the mortgage loan applications.

8. It was further part of the conspiracy that the defendant furnished money for the co-conspirators for down payments and closing costs.

9. It was further part of the conspiracy that the defendant and co-conspirators did little or no work to “rehab” some of the properties.

10. It was further part of the conspiracy that the defendant caused mortgage lenders, in reliance on the material false and fraudulent representations and omissions of material fact, to make loans regarding at least 34 properties in the approximate amount of at least \$3,600,482.00. These loan proceeds were sent in interstate commerce to Kansas City, in the Western District of Missouri, and elsewhere, in the form of wire transfers and checks.

11. It was further part of the conspiracy that the defendant and co-conspirators obtained personal financial benefit as a result of the scheme.

#### Overt Acts

12. In furtherance of and to effect the objectives of the conspiracy, and to accomplish its purposes and objectives, the defendant QUENTIN HENLEY and co-conspirators committed and caused to be committed the following overt acts, among others, in Kansas City, in the Western District of Missouri and elsewhere:

2300 Brighton Avenue, Kansas City, Missouri

a. On or about July 10, 2003, defendant HENLEY and G.B. obtained a loan from Argent Mortgage Company LLC, for the refinancing of the property at 2300 Brighton Avenue, Kansas City, Missouri. In the loan application, defendant and G.B. falsely

represented that the property was and would continue to be their primary residence, and falsely represented the prior purchase price.

b. Defendant HENLEY and G.B. obtained \$34,830.14 in proceeds from the loan, which was made in reliance on the misrepresentations. The defendant was to use the money as “seed” money to purchase and renovate additional properties.

1607 Elmwood, Kansas City, Missouri

c. On or about September 10, 2003, defendant HENLEY caused A.B. to purchase the property at 1607 Elmwood, Kansas City, Missouri, and to obtain a loan from New Century Mortgage.

d. In the process of obtaining the loan, defendant HENLEY caused A.B. to make false and fraudulent representations and omissions. The loan application and supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including a false sales contract, an inflated sales amount, a false residential lease agreement, a false promissory note, a false deed of trust (beneficiary D.H.) related to a false seller carry-back loan, a false representation that no part of the down payment was borrowed, and a false representation that the borrower brought funds to closing when in fact the defendant provided the funds.

e. D.H., the seller, received \$61,476.25 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

3314 E. 24th Street, Kansas City, Missouri

f. On or about November 6, 2003, defendant HENLEY caused A.B. to purchase the property at 3314 E. 24th Street, Kansas City, Missouri, and to obtain a loan from Homecomings Financial Network, Inc.

g. In the process of obtaining the loan, defendant HENLEY caused A.B. to make false and fraudulent representations and omissions. The loan application and supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including a false sales contract, an inflated sales amount, a false residential lease agreement, a false promissory note, a false mortgage note, a false deed of trust (beneficiary D.H.) related to a false seller carry-back loan, a false representation that no part of the down payment was borrowed, a false representation that the borrower brought funds to closing when in fact the defendant provided the funds, and a false payoff demand by Quality Remodeling.

h. Defendant HENLEY falsely represented that his company, Quality Remodeling, had remodeled the property and was entitled to \$60,480.21.

I. Defendant HENLEY obtained \$60,480.21 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

2423 Kensington Avenue, Kansas City, Missouri

j. Sometime before October 30, 2003, R.W. sold the property at 2423 Kensington Avenue, Kansas City, Missouri, to defendant HENLEY for approximately \$8,000; the defendant paid cash for the purchase.

k. On or about October 30, 2003, defendant HENLEY asked R.W. to accompany him to a title company where the defendant caused R.W. to sign documents selling the property to A.B. for \$72,000.

l. On or about October 30, 2003, in connection with the purchase of 2423 Kensington Avenue, Kansas City, Missouri, defendant HENLEY caused A.B. to obtain a loan from Atlantic Mortgage, Inc., and to make false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted

in connection with the loan closing, contained false and fraudulent information and documentation, including a false sales contract, an inflated sales amount, a false payoff demand for Quality Remodeling, a false mortgage note, a false deed of trust related to a false seller carry-back loan, a false representation that no part of the down payment was borrowed, and a false representation that the borrower brought funds to closing when in fact the defendant provided the funds.

m. Defendant HENLEY falsely represented that his company, Quality Remodeling, had remodeled the property and was entitled to \$55,744.92.

n. Defendant HENLEY obtained \$55,744.92 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

2735 Brooklyn Avenue, Kansas City, Missouri

o. On or about January 29, 2004, defendant HENLEY caused A.B. to purchase the property at 2735 Brooklyn Avenue, Kansas City, Missouri, and to obtain a loan from Washington Mutual.

p. In the process of obtaining the loan, defendant HENLEY caused A.B. to make false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including a false gift letter, a false letter regarding amount of gift used, an inflated sales amount, a false lease agreement, a false mortgage note, a false deed of trust for a seller carry-back loan, a false representation that no part of the down payment was borrowed, and a false representation that the borrower brought funds to closing when in fact the defendant provided the funds.

q. Defendant HENLEY as the seller obtained \$61,586.27 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

2421 Kensington Avenue, Kansas City, Missouri

r. On or about April 13, 2004, defendant HENLEY caused A.B. to purchase the property at 2421 Kensington Avenue, Kansas City, Missouri, and to obtain a loan from Homecomings Financial Network, Inc.

s. In the process of obtaining the loan, defendant HENLEY caused A.B. to make false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including an inflated sales amount, a false lease agreement, a false promissory note, a false representation that no part of the down payment was borrowed, and a false representation that the borrower brought funds to closing when in fact the defendant provided the funds.

t. Defendant HENLEY obtained \$61,586.27 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

3012 Cleveland Avenue, Kansas City, Missouri

u. On or about November 14, 2003, defendant HENLEY purchased the property at 3012 Cleveland Avenue, Kansas City, Missouri, for approximately \$5,000; a quitclaim deed was filed regarding the purchase.

v. On or about June 11, 2004, defendant caused A.B. to purchase the property at 3012 Cleveland Avenue, Kansas City, Missouri, and to obtain a loan from National City Mortgage Company.

w. In the process of obtaining the loan, defendant HENLEY caused A.B. to make false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including an inflated sales amount, false

lease agreements, a false representation that no part of the down payment was borrowed, and a false representation that the borrower brought funds to closing when in fact the defendant provided the funds.

x. Defendant HENLEY obtained \$69,616.80 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

4316 E. 24th Street, Kansas City, Missouri

y. Sometime before June 25, 2004, defendant HENLEY agreed to purchase 4316 E. 24th Street, Kansas City, Missouri, from C.H. for approximately \$12,000; C.H. agreed to hold the property for a period of time to allow the defendant to obtain financing.

z. On or about June 25, 2004, defendant HENLEY caused A.B. to purchase the property at 4316 E. 24th Street, Kansas City, Missouri, from C.H. for \$75,000, and to obtain a loan from Finance America, LLC.

a1. In the process of obtaining the loan, defendant HENLEY caused A.B. to make false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including a false sales contract, an inflated sales amount, a false lease agreement, a false promissory note between C.H. and A.B., a false deed of trust for a seller carry-back loan, a cashier's check payable to C.H. falsely representing payment to C.H., a false representation that no part of the down payment was borrowed, and a false representation that the borrower brought funds to closing when in fact the defendant provided the funds.

b1. Defendant HENLEY obtained \$44,244.97 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

4300 E. 55th Street, Kansas City, Missouri

c1. On or about July 21, 2004, defendant HENLEY and A.E. purchased 4300 E. 55th Street, Kansas City, Missouri, from R.C. and P.C. for approximately \$8,500.

d1. On or about September 28, 2004, defendant HENLEY caused A.E. to refinance the property at 4300 E. 55th Street, Kansas City, Missouri, for \$58,500, and obtain a loan from Bridge Capital Corporation.

e1. In the process of obtaining the loan, defendant HENLEY caused A.E. to make false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including a false residential lease agreement, a false representation that A.E. would occupy the property as her primary residence, an inflated checking account balance, and a false invoice for services rendered in the amount of \$51,597.23 submitted in the name Corporate Remodeling, Inc.

f1. Defendant HENLEY obtained \$51,597.23 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

3230 Bellefontaine Avenue, Kansas City, Missouri

g1. In or about July or August 2004, defendant HENLEY agreed to purchase the property at 3230 Bellefontaine Avenue, Kansas City, Missouri, from J.E. for approximately \$15,000.

h1. On or about September 27, 2004, an inflated appraisal of the property was completed, valuing the property at \$82,000, as if renovations had already been completed, when in fact the property was in poor condition and uninhabitable at the time of the appraisal.

i1. On or about October 21, 2004, defendant HENLEY purchased the property at 3230 Bellefontaine Avenue, Kansas City, Missouri, and obtained a loan from Long Beach Mortgage.

j1. In the process of obtaining the loan, defendant HENLEY made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including a false sales contract for \$82,000, a cashier's check falsely representing payment to the seller, a false statement that a deposit or earnest money was paid, a false residential lease agreement, a false invoice for services rendered in the amount of \$42,564.21 submitted in the name All and One Construction, a false payoff demand in the amount of \$17,835.79 submitted in the name Quality Remodeling, and a false revised payoff demand in the amount of \$20,495.79 submitted in the name Quality Remodeling.

k1. Defendant HENLEY obtained \$42,564.21 and \$20,495.79 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

11. On or about December 18, 2006, defendant HENLEY refinanced the loan for the property at 3230 Bellefontaine Avenue, Kansas City, Missouri, and obtained a loan from Equifirst Corporation.

m1. In the process of obtaining the loan, defendant HENLEY made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including false income information, and an inflated value of the property.

n1. Defendant HENLEY obtained \$17,545.41 from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

2317 Chelsea, Kansas City, Missouri

o1. On or about November 12, 2004, defendant HENLEY purchased the property at 2317 Chelsea, Kansas City, Missouri, from S.B. for \$13,000.

p1. On or about April 26, 2006, defendant HENLEY refinanced the property at 2317 Chelsea, Kansas City, Missouri, obtaining a loan from Homecomings Financial Network, Inc., and in the process made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including an inflated value of the property, inflated values on other properties owned by the defendant, and false income information.

q1. Defendant HENLEY obtained moneys from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

4333 Askew, Kansas City, Missouri

r1. On or about April 13, 2006, defendant HENLEY purchased the property at 4333 Askew, Kansas City, Missouri, from A.B. for \$15,000.

s1. On or about August 8, 2006, defendant HENLEY refinanced the loan on the property at 4333 Askew, Kansas City, Missouri, obtaining a loan from Credit Suisse Financial Corporation, and in the process made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including false income information.

t1. Defendant HENLEY obtained moneys from the proceeds of the loan, which was made in reliance on the representations and omissions.

4323 Benton, Kansas City, Missouri

u1. On or about November 17, 2006, defendant HENLEY purchased the property at 4323 Benton, Kansas City, Missouri, from Deutsche Bank for \$27,000.

v1. On or about May 4, 2007, defendant HENLEY refinanced the loan on the property at 4323 Benton, Kansas City, Missouri, obtaining a loan from Countrywide Home Loans, d/b/a Sound Mortgage Decisions Corporation, and in the process made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including false income information, and false rental agreements.

w1. Defendant HENLEY obtained moneys from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

919 S. Brookside, Independence, Missouri

x1. On or about September 6, 2007, defendant HENLEY purchased the property at 919 S. Brookside, Independence, Missouri, from LaSalle Bank for \$43,000, obtaining a loan from Mazuma Credit Union, and in the process made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing and construction draws, contained false and fraudulent information and documentation, including false asset and income information, and use of proceeds.

y1. Defendant HENLEY obtained moneys from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

7900 Southview, Kansas City, Missouri

z1. On or about February 15, 2008, defendant HENLEY, through Corporate Remodeling, purchased the property at 7900 Southview, Kansas City, Missouri, from Aurora Loan Services for \$45,000, obtaining a loan from Peoples Bank, and in the process made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including false income information.

a2. Defendant HENLEY obtained moneys from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

7705 Smalley, Kansas City, Missouri

b2. On or about April 28, 2008, defendant HENLEY, through Corporate Remodeling, purchased the property at 7705 Smalley, Kansas City, Missouri, from Mortgage One Corporation, obtaining a loan from Peoples Bank, and in the process made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including inflated values on other properties owned by the defendant, and false income information.

c2. Defendant HENLEY obtained moneys from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

11923 Smalley, Kansas City, Missouri

d2. On or about February 22, 2008, defendant HENLEY, through Corporate Remodeling, purchased the property at 11923 Smalley, Kansas City, Missouri.

e2. On or about January 15, 2009, defendant HENLEY refinanced the loan on 11923 Smalley, Kansas City, Missouri, obtaining a loan from First Financial Bank, and in

the process made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including inflated values on other properties owned by the defendant, and false income information.

f2. Defendant HENLEY obtained moneys from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

6808 E. 86th Street, Kansas City, Missouri

g2. On or about April 11, 2008, defendant HENLEY, through Corporate Remodeling, purchased the property at 6808 E. 86th Street, Kansas City, Missouri.

h2. On or about January 15, 2009, defendant HENLEY refinanced the loan on 6808 E. 86th Street, Kansas City, Missouri, obtaining a loan from First Financial Bank, and in the process made false and fraudulent representations and omissions. The loan application, supporting documentation, and documentation submitted in connection with the loan closing, contained false and fraudulent information and documentation, including inflated values on other properties owned by the defendant, and false income and liability information.

i2. Defendant HENLEY obtained moneys from the proceeds of the loan, which was made in reliance on the misrepresentations and omissions.

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

COUNTS TWO through FOUR

1. The Grand Jury realleges and incorporates by reference the allegations in paragraphs one through twelve of Count One as the scheme to defraud.

2. On or about the dates listed below, at Kansas City, in the Western District of Missouri, and elsewhere, in furtherance of the conspiracy and as a result of the scheme to

defraud set forth in Count One of this Indictment, defendant QUENTIN HENLEY caused to be transferred in interstate commerce between the locations listed below and Kansas City, Missouri, and elsewhere, money of a value of \$5,000.00 or more, knowing at the time that the same had been obtained and taken by fraud, that is, loans for the purchase of the listed properties, which loans were made in reliance on the false and fraudulent material representations and omissions by defendant as described in Count One, the factual allegations of which are incorporated by reference as if fully set forth herein, and from which loan proceeds funds were disbursed, as listed below:

<b>COUNT</b>	<b>PROPERTY PURCHASED</b>	<b>DATE</b>	<b>TRANSFER OF MONEY</b>
2	4300 E. 55th Street, Kansas City, Missouri	09/29/2004	Check issued by Capital Title Agency, Inc., Overland Park, Kansas, drawn on its account at Bank of America, in the amount of \$51,597.21, payable to Corporate Remodeling, Inc., which the defendant deposited into Bank of America, Overland Park, Kansas, on 09/29/04, for credit to the account of Corporate Remodeling Associates, Inc., Bank of America, Kansas City, Missouri.
3	3230 Bellefontaine, Kansas City, Missouri	10/22/2004	Check issued by Capital Title Agency, Inc., Overland Park, Kansas, in the amount of \$42,564.21, drawn on its account at Bank of America, payable to All and One Construction, which defendant deposited into an account of All and One Construction, Bank of America, Kansas City, Missouri; and check issued by Capital Title Agency, Inc., in the amount of \$20,495.79, drawn on its account at Bank of America, Overland Park, Kansas, payable to Quality Remodeling, which defendant deposited into an account of Quality Remodeling at Bank of America, Kansas City, Missouri, on 10/22/04.

COUNT	PROPERTY PURCHASED	DATE	TRANSFER OF MONEY
4	3230 Bellefontaine, Kansas City, Missouri	12/20/2006	Wire transfer in the amount of \$17,545.41 from Bank of the West, Omaha, Nebraska, caused to be sent by DRI Title and Escrow, Omaha, Nebraska, to Commerce Bank, Kansas City, Missouri, for credit to the account of Quentin Henley.

All in violation of Title 18, United States Code, Sections 2314 and 2.

COUNTS FIVE through SEVEN

1. The Grand Jury incorporates by reference paragraphs one through twelve of Count One of this Indictment as if fully set forth herein.

2. On or about the dates listed below, at Kansas City, in the Western District of Missouri, and elsewhere, defendant QUENTIN HENLEY knowingly engaged and caused to be engaged in monetary transactions affecting interstate commerce, in criminally derived property of a value greater than \$10,000, that is, drawing on funds obtained by fraud as described in Count One, paragraph 12, which is incorporated herein by reference, as further described below, defendant HENLEY thereafter engaged in financial transactions as described below.

Count	Date of Transaction	Description of Funds Obtained by Fraud	Description of Transaction
5	10/28/2004	Proceeds from the sale of 3012 Cleveland, Kansas City, Missouri, in the amount of \$69,616.80, deposited into the account of Quentin Henley, d/b/a Quality Remodeling, at Bank of America, Kansas City, Missouri, as described above in paragraph 12u-x.	Defendant HENLEY transferred \$15,000.00 from an account in the name of Quentin Henley, d/b/a Quality Remodeling, at Bank of America, to an account in the name of Corporate Remodeling Associates, Inc., at Bank of America, both in Kansas City, Missouri.

Count	Date of Transaction	Description of Funds Obtained by Fraud	Description of Transaction
6	11/15/2004	Proceeds from the sale of 4300 E. 55th Street, Kansas City, Missouri, in the amount of \$51,597.23, deposited into the account of Corporate Remodeling Associates, Inc., as described above in paragraph 12 c1-f1.	Defendant HENLEY wrote a check in the amount of \$13,500.00, dated 11/12/04, on the account of Corporate Remodeling Associates, Inc., Bank of America, Kansas City, Missouri, payable to Quentin Henley, which cleared the bank on 11/15/04.
7	01/12/2005	Proceeds from the sale of 3230 Bellefontaine, Kansas City, Missouri, in the amount of \$42,564.21, deposited into the account of Quentin Henley, d/b/a All and One Construction, Bank of America; and in the amount of \$20,495.79, deposited into the account of Quentin Henley, d/b/a Quality Remodeling, Bank of America, as described above in paragraph 12 g1-k1.	Defendant HENLEY transferred \$40,000 from an account in the name of Quentin Henley, d/b/a All and One Construction, Bank of America, to an account in the name of Quentin Henley, Bank of America, both in Kansas City, Missouri, part of which he subsequently transferred to accounts of P.C. and A.C., and part of which he otherwise used.

All in violation of Title 18, United States Code, Sections 1957 and 2.

A TRUE BILL.

/s/ Georgia A. Young  
FOREPERSON OF THE GRAND JURY

/s/ Linda Parker Marshall  
Linda Parker Marshall #24954  
Assistant United States Attorney

Date: 7/15/09  
Kansas City, Missouri