

FILED

UNITED STATES FEDERAL COURT  
NORTHERN DISTRICT OF INDIANA  
FORT WAYNE DIVISION

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CLERK  
U.S. DISTRICT COURT  
FORT WAYNE, INDIANA DISTRICT  
OF INDIANA

ABN AMRO MORTGAGE GROUP, INC., )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
MAXIMUM MORTGAGE, INC., JUSTIN )  
STUCKEY, CARRIE STUCKEY, REX D. )  
WELLS, ACCELERATED TITLE COMPANY, )  
JAMES PAPPAS, COREY STUCKEY, )  
STEWART TITLE GUARANTY COMPANY, )  
GREG CHEVALIER, APPRAISAL SOURCE )  
OF FORT WAYNE, INC., ALLEN COUNTY )  
APPRAISAL, INC., EILATAN, INDIANA )  
RESOURCE NETWORK, ALLIANCE )  
PROPERTY MANAGEMENT, RICHARD )  
ROLLINS )  
 )  
Defendants. )

1:04CV0492 WCL  
CAUSE NO. \_\_\_\_\_

COMPLAINT

Plaintiff ABN AMRO Mortgage Group, Inc., by counsel, for its cause of action, alleges and states as follows:

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, ABN AMRO Mortgage Group, Inc. ("ABN") is a Delaware corporation and wholly owned subsidiary of Standard Federal Bank. ABN also does business as Interfirst Wholesale Mortgage Lending. Its headquarters are located at 6300 Interfirst Drive, Ann Arbor, Michigan 48108-9130. ABN is the fourth or fifth largest wholesale mortgage lender in the country. ABN is not a citizen of Indiana.

2. Defendant, Maximum Mortgage, Inc. ("Maximum Mortgage") is an Indiana corporation with its principal place of business located at 5714 St. Joe Road, Fort Wayne, IN. Maximum Mortgage is a citizen of Indiana. Defendants Justin Stuckey and Defendant Carrie Stuckey are principals of Maximum Mortgage.

3. Defendant Justin Stuckey is a citizen of Indiana and resides at 4423 North Drive, Fort Wayne, IN.

4. Defendant Carrie Stuckey is a citizen of Indiana and resides at 6208 Headwaters Trail, Fort Wayne, IN.

5. Defendant Accelerated Title Company ("Accelerated Title") is an Indiana corporation with its principal place of business located at 1137 Rupp Drive, Suite 103, Fort Wayne, IN. Accelerated Title is a citizen of Indiana. Accelerated Title is owned by Defendant James Pappas and, at all relevant times, Accelerated Title's Fort Wayne office was managed by Defendant Corey Stuckey. Accelerated Title is an agent of Stewart Title.

6. Defendant James Pappas is a citizen of Indiana and resides at 7351 Shadeland Station, #210, Indianapolis, IN.

7. Defendant Corey Stuckey is a citizen of Indiana and resides at 1010 Oaklawn Court, Fort Wayne, IN. Corey Stuckey is related to Justin Stuckey and Carrie Stuckey.

8. Defendant Stewart Title Guaranty Company ("Stewart Title") is a Texas corporation with its principal place of business located at 1980 Post Oak Boulevard, Houston, Texas. Stewart Title is a citizen of Texas. Stewart Title is in the business of providing title insurance.

9. Defendant Rex D. Wells ("Wells") is a citizen of Indiana and resides at 1616 North Harrison Street, Fort Wayne, Indiana. Wells is an individual who invests in residential

properties in northern Indiana. Wells invests in residential properties both individually and through various entities under his control.

10. Defendant Eilatan is either a name under which Rex Wells does business or is a partnership to which Rex Wells belongs. Eilatan is a citizen of Indiana.

11. Defendant Indiana Resource Network is either a name under which Rex Wells does business or is a partnership to which Rex Wells belongs. Indiana Resource Network is a citizen of Indiana.

12. Defendant Alliance Property Management is either a name under which Rex Wells does business or is a partnership to which Rex Wells belongs. Alliance Property Management is a citizen of Indiana.

13. Defendant Greg Chevalier (“Chevalier”) is a citizen of Indiana and resides at 1026 Lake Avenue, Fort Wayne, Indiana. Chevalier is an appraiser who, at different times since 2001, has been employed by both Appraisal Source of Fort Wayne, Inc. and Allen County Appraisal, Inc.

14. Defendant Appraisal Source of Fort Wayne, Inc. (“Appraisal Source”) is an Indiana corporation with its principal place of business located at 6030 E. State Blvd., Fort Wayne, IN. Appraisal Source is a citizen of Indiana.

15. Defendant Richard Rollins (“Rollins”) is a citizen of Indiana and resides at 725 Valdosta Drive, Fort Wayne, Indiana. Rollins is an appraiser who is employed by Appraisal Source.

16. Defendant Allen County Appraisal, Inc. (“AC Appraisal”) is an Indiana corporation with its principal place of business located at 4601 Oak Creek Drive, Fort Wayne, IN. AC Appraisal is a citizen of Indiana. Chevalier is a principal of AC Appraisal.

17. This is an action arising under 18 U.S.C. § 1961 as the result of a mortgage fraud scheme involving 149 mortgage loans originated by Maximum Mortgage. This scheme was devised, operated and managed as an enterprise for the purpose of racketeering activity.

18. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 as this matter includes actions under 18 U.S.C. § 1961 et seq. and by pendent and supplemental jurisdiction.

19. This Court also has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 as there is complete diversity between the plaintiff and defendants and the amount in controversy exceeds \$75,000.00.

20. Venue is proper in the Northern District of Indiana, Fort Wayne Division because a substantial part of the events or omissions giving rise to this claim occurred in Allen County, Indiana.

21. Venue is proper in the Northern District of Indiana, Fort Wayne Division under 18 U.S.C. § 1965 because all defendants reside in and/or have an office or agent in and/or conduct affairs in Fort Wayne, Indiana.

## II. FACTS

### A. WHOLESALE LENDING AGREEMENT WITH MAXIMUM MORTGAGE

22. ABN buys loans from 4,000 to 5,000 mortgage brokers in all fifty states. The brokers are agents of the mortgage borrowers, and assist the borrowers in obtaining a loan. The brokers obligation is to gather all of the information necessary for ABN to make a lending decision, including completion of the loan application, verification of employment, appraisals, verifications of funds on deposit and credit reports. The broker then offers to sell the loan to ABN.

23. In March, 2001, ABN and Maximum Mortgage entered into a "Wholesale Lending Agreement." A copy of this Wholesale Lending Agreement, including the Addendum thereto, is attached hereto as Exhibit "A."

B. FACTUAL ALLEGATIONS RELATING TO THE NULL MORTGAGES

24. In early 2002, the Nulls decided they wanted to work together and own their own business. The Nulls believed rental real estate could be a lucrative business and decided to investigate what was required to enter the profession.

25. The Nulls spent several weeks looking at properties, and found four (4) residential properties to purchase. Thereafter, the Nulls contacted Maximum Mortgage to obtain financing for the properties.

26. The Nulls described to Justin Stuckey at Maximum Mortgage their plan for getting into the rental business. Justin Stuckey told the Nulls that Rex Wells was one of the most experienced and successful apartment owners in Fort Wayne. Justin Stuckey also told the Nulls that Wells would be happy to speak to them about the business. Justin Stuckey introduced the Nulls to Wells.

27. Wells told the Nulls that they couldn't run a business with only four (4) units and that they were paying too much for the four (4) units they had identified. Wells also told the Nulls that their timing was good because he was "willing" to sell some of his properties. He indicated that he had decided to scale back his operations so that he would not have to work quite as hard.

28. Wells provided the Nulls with a list of properties which he was willing to sell. The list included the address, the sale price, the appraised value of each property, and the amounts for which the houses would lease. Wells also indicated that most of the tenants were prospects to whom the Nulls could sell the houses on contract at a later date. Wells stated that he

had been in the real estate business long enough to have a “good feel” for how the Properties would appraise, and that the appraised values would give the Nulls a minimum of thirty percent (30%) equity right from the start. Wells told the Nulls that he could sell the Properties for a higher amount if he listed them individually, but he was willing to take less if the Nulls purchased multiple properties at the same time. Wells also indicated that he had owned the Properties for a number of years when, in fact, he had recently purchased many of the properties.

29. The Nulls then visited some of the Properties accompanied by Wells. Wells consistently diverted the Nulls’ attention away from any problems with the Properties. Wells would often indicate that the men could only spend a few minutes in each house “so as not to startle the tenants.”

30. Eventually, the Nulls agreed to purchase 9 houses from Wells’ list. A fixed price was not set for each house, but instead only the total price for all 9 houses was agreed upon. The Nulls eventually bought more houses from Wells pursuant to the same practice. The additional houses were also purchased in groups of 28, 18 and 24 with the men agreeing on a total price, not a per house price, for each transaction.

31. Eventually, the Nulls purchased the following properties from Wells:

<b>Null Properties</b>	
<b>Addresses</b>	
1	1043 Saint Mary
2	1621 Saint Mary
3	1614 High
4	1320 High
5	1129 Burgess
6	1605 Third
7	1716 Richardson
8	612 Fourth Street
9	3221 Clinton
10	1021 Tennessee
11	2137 Eby
12	216 Second

**Null Properties  
Addresses**

13 1615 St. Mary  
14 1703 Franklin  
15 2421 Thompson  
16 1402 Tecumseh  
17 1325 St. Mary  
18 936 Rivermet  
19 511 Fifth.  
20 528 Fifth.  
21 1613 Kentucky  
22 1329 Third  
23 532 Fourth  
24 5220 Reed.  
25 4329 Reed.  
26 3711 Newport  
27 5106 Lillie  
28 2408 Priscilla  
29 1954 Fourth  
30 538 Fourth  
31 536 Fourth  
32 1035 Franklin  
33 1609 Kelly  
34 5602 Buell  
35 673 Huffman  
36 1404 Dubois  
37 415 Agnes  
38 3411 Senate  
39 718 Drexel  
40 1723 Howell  
41 2034 Phenie  
42 1328 Elm  
43 4405 Monroe  
44 3801 Barr  
45 2431 Ormsby  
46 5610 Bowser  
47 3417 Oliver  
48 4001 Hanna  
49 345 W. Rudisill  
50 3206 Central  
51 3510 Weisser Park  
52 1306 Elm  
53 3804 Oliver  
54 3805 Smith  
55 4034 Reed  
56 4336 Spatz

**Null Properties  
Addresses**

57	2806 Knode
58	3611 Lillie
59	3806 S. Anthony
60	1515 Rudisill
61	4637 Spatz
62	4501 Bowser
63	4510 Oliver
64	3925 Robinwood
65	3305 Hanna
66	543 Fifth
67	1012 St. Mary
68	1025 Franklin
69	2710 Clara
70	1309 Third
71	2720 New Haven Ave
72	4534 Monroe
73	4005 Warsaw
74	2613 Pittsburgh
75	2747 Abbott
76	3406 Oliver
77	3302 Oliver
78	3009 Drexel
79	3401 Holton

C. FACTUAL ALLEGATIONS RELATING TO THE BROGREN MORTGAGES

32. In early 2002, Brogren's employer filed a Chapter 11 bankruptcy petition, and Brogren was concerned that he might lose his job. As a result, Brogren decided to look for another means of earning money in order to support himself and his family in case he did in fact lose his job.

33. Brogren was introduced to Mark Radabaugh, a real estate broker, who in turn introduced him to Rex Wells. Wells gave Brogren a list of rental properties that Wells was willing to sell, and discussed with Brogren the opportunities available to owners of rental property. Brogren did not buy property from Wells at that time.

34. Brogren eventually contracted with a man named "Chopra" to purchase certain rental units. Prior to consummating the deal with Chopra, however, Brogren was contacted by

Wells. Wells told Brogren during this conversation that Chopra was laughing with others about the deal that he had made with Brogren. Wells went on to advise Brogren against buying property from Chopra. Also, during this conversation, Wells told Brogren that he was willing to assist him with his entry into the business.

35. Brogren and Wells met again at which time Brogren was shown a new list of real estate that Wells was willing to sell. This list contained columns stating the address of the unit, the price of the unit, and the amount for which the property would appraise. At that time, Wells told Brogren that Wells' attorney had convinced Chopra to release Brogren from the earlier agreement. Wells then assured Brogren that he would provide him with enough assistance so that Brogren's entry into the rental real estate business would be "turnkey." In fact, Wells promised Brogren that he would "hold his hand while he learned the rental business."

36. Wells then introduced Brogren to Justin Stuckey of Maximum Mortgage. Thereafter, at Wells' request, Justin Stuckey met with Wells and Brogren concerning the units that were to be purchased by Brogren. At this meeting, Wells and Justin Stuckey structured the proposed transaction with little input from Brogren. Brogren did not understand the proposed transaction, but agreed to it because he trusted Wells and believed Wells' promises.

37. Wells then took Brogren to see some of the properties on the list. On this trip the men did not tour the interiors of the units Wells indicated that he did not want to "startle the tenants." While the men viewed the properties, Wells repeatedly indicated that the rent for the units could be increased.

38. As a final inducement to get Brogren to buy, Wells indicated that he would perform all necessary maintenance on any properties purchased "free of charge for one year."

39. Wells also rented office space to Brogren at 1616 N. Harrison Street in Fort Wayne.

40. Following Brogren's purchase of several units, Brogren would occasionally contact Wells or Wells' staff at Alliance Property Management concerning needed maintenance at his newly acquired properties.

41. Wells' staff made the needed repairs, but Brogren was later charged for them. When Brogren discussed the matter with Wells, he was told that when Wells said "free of charge" he meant that Wells would not mark up the cost of maintenance. Thereafter, Brogren discovered that he was not only being charged, but he was being charged for work which was never even performed.

42. After having closed on more than 70 rental units, Brogren discovered that the costs of maintaining the units was more than their income.

43. Brogren attempted to contact Wells about the maintenance issues, but Brogren's mentor, Wells, ceased returning his calls.

44. In all, Brogren purchased 70 Properties from Wells and most of these closings were held at Accelerated Title's Fort Wayne office. Brogren purchased the following properties from Wells:

**Brogren Properties  
Addresses**

- |   |                   |
|---|-------------------|
| 1 | 1021 Saint Mary   |
| 2 | 802 High          |
| 3 | 1419 Saint Mary's |
| 4 | 4029 Hanna        |
| 5 | 4005 Holton       |
| 6 | 1420 Saint Mary's |
| 7 | 1733 Meridian     |
| 8 | 818 Wilt          |

**Brogren Properties  
Addresses**

9 3119 Oliver  
10 2647 Indiana  
11 217 W. Wildwood  
12 2733 Indiana  
13 724 Guildford  
14 2336 New Haven  
15 2129 Oakley  
16 1434 Saint Mary's  
17 3102 Smith  
18 447 Violet  
19 1121 Third Street  
20 925 Third Street  
21 661 High Street  
22 2025 Pauline  
23 227 Darrow  
24 4425 Hanna  
25 3717 Barr  
26 826 Belmont  
27 2429 New Haven Avenue  
28 3711 Barr  
29 1421 Third  
30 4724 Warsaw  
31 1505 Saint Mary  
32 626 Second  
33 3235 Barr  
34 1013 Franklin  
35 520 5<sup>th</sup> Street  
36 1415 Third  
37 1203 Burgess  
38 815 Jefferson  
39 2715 John Street  
40 1437 Saint Mary  
41 1715 Saint Mary  
42 1321 Sinclair  
43 1402 Third  
44 2926 Broadway

**Brogren Properties  
Addresses**

45	1001 Cottage
46	1516 Fourth
47	611 Fifth Street
48	1433 Third Street
49	918 Pape
50	1130 High
51	1119 Osage
52	1301 Sinclair
53	1715 Richardson
54	1217 Michigan
55	1512 Saint Mary
56	4425 Lafayette
57	1601 Rudisill
58	2926 John
59	927 Dewald
60	4512 Hanna
61	1816 Hoagland
62	1415 Saint Mary
63	3210 Reed
64	3402 Central
65	3714 Oliver
66	4314 Warsaw
67	935 Burgess
68	1102 Degroff
69	1307 Sherman
70	629 Second

D. SUBMISSION OF LOAN APPLICATIONS, APPRAISALS AND CLOSINGS

45. Maximum Mortgage completed most of the loan applications submitted to ABN by Maximum Mortgage on behalf of Nulls and Brogren. The loan applications submitted by Maximum Mortgage stated that the purpose of each of the loans was to refinance the real estate described in the loan application. In fact, however, the purpose of each loan was to finance the original acquisition of each of the properties described in each loan application.

46. By way of example<sup>1</sup>, attached hereto is a loan application pursuant to which Brogren, through Maximum Mortgage, sought a loan to finance Brogren's purchase of 1601 Rudisill from Wells. The loan application states that the purpose of the loan is to refinance that property. In fact, Brogren purchased the property with the proceeds of the loan.

47. Maximum Mortgage knew the purpose of each of the loans was to acquire the properties described in the loan applications at the time Maximum Mortgage submitted the loan applications to ABN.

48. Wells knew that Maximum Mortgage was submitting loan applications to ABN which described the purpose of the loans as refinancings when, in fact, the purpose of the loans was to finance the original acquisition of the properties by Nulls and Brogren from Wells.

49. Justin Stuckey and or Carrie Stuckey, as agents of Maximum Mortgage coordinated the majority of the loan closing through Corey Stuckey or another agent of Accelerated Title.

50. 139 out of the 149 transactions pursuant to which Brogren or Nulls purchased property were closed at the offices of Accelerated Title.

51. Accelerated Title prepared all of the title work relating to the 139 transactions which is closed at its offices.

52. Below is a summary of the loans made by ABN to Nulls setting forth the ABN loan file number, the original amounts of the loans, and the current amount owed, the true market value, and the real estate securing the loans:

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<sup>1</sup> ABN is in possession of documentation relating to all of the 149 loans and will make this documentation available for the Defendants review upon request. The documentation is not attached to the Complaint in its entirety as it is voluminous and would likely be thousands of pages in length. The examples that have been provided are illustrative of the scheme.

	<b>Loan Number</b>	<b>Address</b>	<b>Original Principal Amount</b>	<b>Amt. Due as of 09/30/04</b>	<b>True Market Value</b>
1	622935418	1043 Saint Mary Street	\$ 50,400.00	\$ 61,333.31	\$ 25,000.00
2	622977783	1621 Saint Mary	\$ 46,900.00	\$ 55,874.27	\$ 25,000.00
3	623018352	1614 High Street	\$ 48,300.00	\$ 58,273.86	\$ 20,000.00
4	623019956	1320 High Street	\$ 47,600.00	\$ 57,426.78	\$ 17,000.00
5	623020265	1129 Burgess	\$ 48,300.00	\$ 58,673.33	\$ 22,400.00
6	623020755	1605 Third Street	\$ 49,000.00	\$ 59,455.22	\$ 30,000.00
7	623021051	1716 Richardson	\$ 46,200.00	\$ 55,625.97	\$ 16,000.00
8	623021164	612 Fourth Street	\$ 49,300.00	\$ 59,459.25	\$ 30,000.00
9	623021368	3221 Clinton	\$ 40,600.00	\$ 50,026.38	\$ 12,000.00
10	623021493	1021 Tennessee	\$ 53,900.00	\$ 64,965.62	\$ 47,000.00
11	623021676	2137 Eby	\$ 44,100.00	\$ 52,698.67	\$ 28,000.00
12	623233832	216 Second	\$ 48,170.00	\$ 58,785.04	\$ 21,000.00
13	623233843	1615 St. Mary	\$ 44,698.00	\$ 53,650.01	\$ 22,000.00
14	623233854	1703 Franklin	\$ 44,727.00	\$ 53,843.46	\$ 17,000.00
15	623233865	2421 Thompson	\$ 32,775.00	\$ 41,467.79	\$ 24,000.00
16	623233901	1402 Tecumseh	\$ 44,698.00	\$ 53,807.80	\$ 44,000.00
17	623233912	1325 St. Mary's	\$ 48,168.00	\$ 58,847.85	\$ 31,000.00
18	623233923	936 Rivermet	\$ 44,695.00	\$ 55,343.47	\$ 35,000.00
19	623233934	511 Fifth St.	\$ 44,698.00	\$ 53,883.39	\$ 30,000.00
20	623233945	528 Fifth St.	\$ 39,087.00	\$ 47,249.58	\$ 32,500.00
21	623233967	1613 Kentucky	\$ 39,026.00	\$ 46,868.32	\$ 39,000.00
22	623233978	1329 Third	\$ 42,599.00	\$ 51,170.54	\$ 26,000.00
23	623233989	532 Fourth	\$ 44,699.00	\$ 53,765.33	\$ 31,000.00
24	623234003	5220 Reed St.	\$ 31,624.00	\$ 38,380.44	\$ 21,500.00
25	623234025	4329 Reed St.	\$ 29,677.00	\$ 36,107.81	\$ 24,000.00
26	623233990	3711 Newport	\$ 30,700.00	\$ 37,436.34	\$ 21,000.00
27	623234036	5106 Lillie	\$ 32,087.00	\$ 39,042.23	\$ 12,000.00
28	623234058	2408 Priscilla	\$ 37,699.00	\$ 45,614.94	\$ 13,000.00
29	623234069	1954 Fourth	\$ 42,598.00	\$ 51,023.94	\$ 18,000.00
30	623234070	538 Fourth	\$ 44,699.00	\$ 54,324.96	\$ 18,500.00
31	623234081	536 Fourth	\$ 44,698.00	\$ 53,871.74	\$ 29,500.00
32	623234092	1035 Franklin	\$ 44,669.00	\$ 53,457.08	\$ 25,000.00
33	623234105	1609 Kelly	\$ 41,121.00	\$ 49,752.18	\$ 17,000.00
34	623234127	5602 Buell	\$ 34,159.00	\$ 41,767.37	\$ 17,000.00
35	623234138	673 Huffman	\$ 44,689.00	\$ 54,338.61	\$ 33,000.00
36	623234149	1404 Dubois	\$ 18,776.00	\$ 23,732.16	\$ 23,000.00
37	623436519	415 Agnes	\$ 31,500.00	\$ 38,932.93	\$ 17,000.00
38	623876603	3411 Senate	\$ 37,800.00	\$ 45,825.84	\$ 17,000.00
39	623887398	718 Drexel	\$ 37,756.00	\$ 46,085.77	\$ 14,000.00
40	623887979	1723 Howell	\$ 48,300.00	\$ 58,195.24	\$ 24,000.00
41	623889458	2034 Phenie	\$ 34,300.00	\$ 41,739.55	\$ 18,700.00
42	623891997	1328 Elm	\$ 38,122.00	\$ 46,581.67	\$ 19,000.00

	<b>Loan Number</b>	<b>Address</b>	<b>Original Principal Amount</b>	<b>Amt. Due as of 09/30/04</b>	<b>True Market Value</b>
43	623892180	4405 Monroe	\$ 32,567.00	\$ 28,264.13	\$ 4,000.00
44	623892453	3801 Barr	\$ 38,853.00	\$ 47,078.14	\$ 14,300.00
45	623892636	2431 Ormsby	\$ 38,500.00	\$ 47,678.86	\$ 15,500.00
46	623892794	5610 Bowser	\$ 45,500.00	\$ 54,677.90	\$ 28,000.00
47	623892943	3417 Oliver	\$ 42,700.00	\$ 51,461.66	\$ 23,000.00
48	623893103	4001 Hanna	\$ 38,500.00	\$ 46,296.10	\$ 24,500.00
49	623893307	345 W. Rudisill	\$ 45,857.00	\$ 55,059.06	\$ 32,000.00
50	623893465	3206 Central	\$ 33,600.00	\$ 41,741.56	\$ 14,000.00
51	623893513	3510 Weisser Park	\$ 34,300.00	\$ 42,214.73	\$ 12,500.00
52	623893762	1306 Elm	\$ 38,500.00	\$ 45,732.21	\$ 10,500.00
53	623893875	3804 Oliver	\$ 34,300.00	\$ 41,087.30	\$ 16,500.00
54	623893955	3805 Smith	\$ 32,753.00	\$ 39,204.82	\$ 11,700.00
55	623894091	4034 Reed	\$ 32,607.00	\$ 39,826.45	\$ 15,000.00
56	624564788	4336 Spatz	\$ 40,370.00	\$ 48,623.84	\$ 24,700.00
57	624596445	2806 Knode	\$ 32,336.00	\$ 39,813.34	\$ 20,000.00
58	624602409	3611 Lillie	\$ 32,761.00	\$ 39,610.75	\$ 12,000.00
59	624602637	3806 S. Anthony	\$ 39,800.00	\$ 48,140.28	\$ 14,000.00
60	624612899	1515 Rudisill	\$ 43,295.00	\$ 51,486.17	\$ 11,000.00
61	624613322	4637 Spatz	\$ 40,574.00	\$ 48,452.25	\$ 10,000.00
62	624613457	4501 Bowser	\$ 42,552.00	\$ 50,758.21	\$ 11,000.00
63	624613549	4510 Oliver	\$ 36,881.00	\$ 44,027.15	\$ 11,000.00
64	624613630	3925 Robinwood	\$ 31,102.00	\$ 37,679.08	\$ 9,000.00
65	624613743	3305 Hanna	\$ 40,421.00	\$ 49,168.62	\$ 17,000.00
66	624614880	543 Fifth	\$ 43,488.00	\$ 52,349.53	\$ 28,000.00
67	624615197	1012 St. Mary's	\$ 49,309.00	\$ 58,663.39	\$ 27,000.00
68	624615313	1025 Franklin	\$ 43,641.00	\$ 52,009.93	\$ 27,000.00
69	624615698	2710 Clara	\$ 49,188.00	\$ 58,408.32	\$ 45,500.00
70	624616267	1309 Third	\$ 52,830.00	\$ 63,030.44	\$ 16,000.00
71	624617279	2720 New Haven Avenue	\$ 32,753.00	\$ 39,876.63	\$ 12,500.00
72	624617689	4534 Monroe	\$ 32,933.00	\$ 40,186.41	\$ 25,500.00
73	624617805	4005 Warsaw	\$ 38,400.00	\$ 46,000.19	\$ 27,000.00
74	624617974	2613 Pittsburgh	\$ 32,769.00	\$ 40,550.73	\$ 17,250.00
75	624618123	2747 Abbott	\$ 38,207.00	\$ 45,990.81	\$ 11,000.00
76	624618316	3406 Oliver	\$ 39,928.00	\$ 48,692.68	\$ 14,000.00
77	624618430	3302 Oliver	\$ 40,606.00	\$ 49,041.47	\$ 17,000.00
78	624618862	3009 Drexel	\$ 32,609.00	\$ 39,255.37	\$ 22,000.00
79	624613834	3401 Holton	\$ 32,874.00	\$ 40,283.64	\$ 10,500.00

53. Below is a summary of the loans made by ABN to Brogren setting forth the ABN loan file number, the original amounts of the loans, and the current amount owed, the true market value, and the real estate securing the loans:

	<b>Loan Number</b>	<b>Address</b>	<b>Original Principal Amount</b>	<b>Amt. Due as of 09/30/04</b>	<b>True Market Value</b>
1	621839168	1021 Saint Mary	\$ 43,400.00	\$ 55,998.63	\$ 8,000.00
2	621930251	802 High	\$ 40,600.00	\$ 50,214.42	\$ 17,000.00
3	622607148	1419 Saint Mary's	\$ 42,700.00	\$ 54,747.38	\$ 28,000.00
4	622717506	4029 Hanna	\$ 28,300.00	\$ 36,898.02	\$ 25,000.00
5	622718197	4005 Holton	\$ 20,600.00	\$ 26,537.97	\$ 11,500.00
6	622720260	1420 Saint Mary's	\$ 28,300.00	\$ 36,630.61	\$ 18,100.00
7	622720497	1733 Meridian	\$ 40,200.00	\$ 53,840.05	\$ 21,500.00
8	622721147	818 Wilt	\$ 31,820.00	\$ 40,577.80	\$ 19,500.00
9	622721283	3119 Oliver	\$ 26,200.00	\$ 32,876.17	\$ 10,000.00
10	622721513	2647 Indiana	\$ 29,700.00	\$ 39,127.47	\$ 15,000.00
11	622721784	217 W. Wildwood	\$ 32,500.00	\$ 40,193.70	\$ 15,600.00
12	622721864	2733 Indiana	\$ 22,000.00	\$ 29,429.65	\$ 18,500.00
13	622722126	724 Guildford	\$ 36,700.00	\$ 46,283.52	\$ 11,500.00
14	622722967	2336 New Haven	\$ 24,100.00	\$ 31,711.89	\$ 13,750.00
15	622723401	2129 Oakley	\$ 39,400.00	\$ 48,654.00	\$ 11,200.00
16	622723720	1434 Saint Mary's	\$ 42,700.00	\$ 53,510.15	\$ 18,500.00
17	622723888	3102 Smith	\$ 26,900.00	\$ 35,558.87	\$ 13,500.00
18	622725367	447 Violet	\$ 36,700.00	\$ 46,605.71	\$ 15,000.00
19	622962434	1121 Third Street	\$ 44,800.00	\$ 56,137.27	\$ 24,000.00
20	622975930	925 Third Street	\$ 44,800.00	\$ 56,855.53	\$ 22,500.00
21	622976010	661 High Street	\$ 46,900.00	\$ 59,474.95	\$ 22,900.00
22	622976054	2025 Pauline	\$ 29,400.00	\$ 38,177.90	\$ 30,850.00
23	622976123	227 Darrow	\$ 31,500.00	\$ 39,932.29	\$ 15,500.00
24	622976134	4425 Hanna	\$ 29,400.00	\$ 36,887.28	\$ 15,250.00
25	622976189	3717 Barr	\$ 28,700.00	\$ 36,275.37	\$ 12,000.00
26	622976190	826 Belmont	\$ 28,000.00	\$ 35,194.81	\$ 18,000.00
27	622976214	2429 New Haven Avenue	\$ 30,100.00	\$ 39,140.67	\$ 5,000.00
28	622976225	3711 Barr	\$ 28,700.00	\$ 36,511.59	\$ 10,000.00
29	622976258	1421 Third	\$ 40,600.00	\$ 50,575.90	\$ 39,000.00
30	622976270	4724 Warsaw	\$ 29,400.00	\$ 37,554.44	\$ 17,400.00
31	622976281	1505 Saint Mary	\$ 39,900.00	\$ 49,908.42	\$ 25,350.00
32	622976316	626 Second	\$ 34,300.00	\$ 43,738.10	\$ 28,650.00
33	622976349	3235 Barr	\$ 25,200.00	\$ 32,849.20	\$ 8,000.00
34	622976383	1013 Franklin	\$ 32,900.00	\$ 41,858.67	\$ 13,900.00
35	622976394	520 5 <sup>th</sup> Street	\$ 44,800.00	\$ 56,004.65	\$ 13,900.00

	<b>Loan Number</b>	<b>Address</b>	<b>Original Principal Amount</b>	<b>Amt. Due as of 09/30/04</b>	<b>True Market Value</b>
36	622977670	1415 Third	\$ 44,800.00	\$ 55,213.08	\$ 23,500.00
37	623015213	1203 Burgess	\$ 49,000.00	\$ 62,276.95	\$ 19,900.00
38	623017442	815 Jefferson	\$ 38,500.00	\$ 48,659.85	\$ 22,000.00
39	623018012	2715 John Street	\$ 26,600.00	\$ 34,979.10	\$ 18,000.00
40	623018249	1437 Saint Mary	\$ 35,000.00	\$ 43,621.13	\$ 28,000.00
41	623018487	1715 Saint Mary	\$ 37,800.00	\$ 48,750.02	\$ 17,500.00
42	623018637	1321 Sinclair	\$ 28,700.00	\$ 35,669.50	\$ 18,900.00
43	623019057	1402 Third	\$ 44,800.00	\$ 54,595.50	\$ 9,300.00
44	623389761	2926 Broadway	\$ 36,000.00	\$ 45,332.54	\$ 22,100.00
45	623399616	1001 Cottage	\$ 30,100.00	\$ 39,323.81	\$ 25,500.00
46	623399650	1516 Fourth	\$ 33,100.00	\$ 42,697.51	\$ 19,000.00
47	623399672	611 Fifth Street	\$ 33,100.00	\$ 41,788.71	\$ 34,900.00
48	623399694	1433 Third Street	\$ 33,100.00	\$ 41,687.51	\$ 26,500.00
49	623403246	918 Pape	\$ 33,100.00	\$ 42,080.75	\$ 31,700.00
50	623403736	1130 High	\$ 33,100.00	\$ 43,329.88	\$ 14,800.00
51	623404555	1119 Osage	\$ 33,100.00	\$ 41,288.53	\$ 19,200.00
52	623404680	1301 Sinclair	\$ 33,100.00	\$ 42,913.87	\$ 22,000.00
53	623404884	1715 Richardson	\$ 33,100.00	\$ 41,679.75	\$ 21,150.00
54	621841845	1217 Michigan	\$ 36,400.00	\$ 46,099.78	\$ 21,000.00
55	621886805	1512 Saint Mary	\$ 46,900.00	\$ 57,924.53	\$ 15,000.00
56	621886872	4425 Lafayette	\$ 34,300.00	\$ 43,764.27	\$ 17,500.00
57	621888512	1601 Rudisill	\$ 42,000.00	\$ 52,315.17	\$ 48,000.00
58	621889056	2926 John Street	\$ 32,200.00	\$ 41,350.44	\$ 11,000.00
59	621889591	927 Dewald	\$ 42,000.00	\$ 53,351.71	\$ 20,000.00
60	621929986	4512 Hanna	\$ 38,850.00	\$ 49,559.36	\$ 15,000.00
61	621930364	1816 Hoagland	\$ 30,800.00	\$ 39,295.00	\$ 9,000.00
62	622719713	1415 Saint Mary's	\$ 36,700.00	\$ 47,099.14	\$ 29,500.00
63	622720486	3210 Reed	\$ 22,000.00	\$ 28,824.64	\$ 11,900.00
64	622721250	3402 Central	\$ 24,600.00	\$ 31,424.74	\$ 20,000.00
65	622723285	3714 Oliver	\$ 26,200.00	\$ 34,402.82	\$ 10,500.00
66	622724527	4314 Warsaw	\$ 20,400.00	\$ 26,276.46	\$ 11,900.00
67	622725551	935 Burgess	\$ 37,300.00	\$ 47,596.63	\$ 19,200.00
68	622726471	1102 Degroff	\$ 28,100.00	\$ 36,523.63	\$ 20,700.00
69	622727165	1307 Sherman	\$ 44,400.00	\$ 55,294.11	\$ 32,000.00
70	622728360	629 Second Street	\$ 38,800.00	\$ 48,180.24	\$ 16,400.00

54. 139 of the 149 transactions were closed at the offices of Accelerated Title.

Accelerated Title prepared all of the necessary title work relating to these transactions.

55. Accelerated Title is an agent of Stewart Title for purposes of closing real estate transactions and providing title insurance.

56. Accelerated Title failed to close the loans and prepare the title work in a commercially reasonable manner and in accordance with community standards, and according to instructions provided by ABN.

57. Accelerated Title knew or should have known that the Loans were not refinance loans. In regard to some of the Properties, title was first acquired by the borrowers after the day of, or the day before the closing of the supposed refinance loan. In regard to some of the Properties, title commitments included exceptions for mortgages that had not yet been recorded and were not to be recorded until after the loan closing. In regard to a few of the Properties, title was held by both the borrower and Wells (or one of Wells' entities) *simultaneously*. In regard to some of the Properties, payoff letters from Bank One to Accelerated Title referenced Wells as the mortgagor. Each of the foregoing facts, among others, should have put Accelerated Title on notice that the loans were not refinance loans.

58. For example, one of the properties that the Nulls purchased is located at 2747 Abbott in Fort Wayne. The closing date of the loan on this property was June 21, 2002 and the effective date of the title commitment was April 26, 2002. Title to this supposed "refinance" loan was first acquired by the Nulls the day before the closing, June 20, 2002. Moreover, the title commitment includes a special exception for a mortgage said to be dated June 19, 2002 and recorded on June 25, 2002. Thus, the exception is apparently for a mortgage that was not recorded at the time of the closing. Documentation of the foregoing is attached to this Complaint as Exhibit "B."

59. Each of the Properties were appraised by Chevalier (the "Appraisals") at the direction of Maximum Mortgage or Wells. Chevalier valued the Properties greatly in excess of fair market value. Chevalier did not use commercially reasonable techniques in conducting the Appraisals.

60. In some of the Appraisals Chavalier used a "comparable" which was previously sold by Wells himself to either the Nulls or Brogren. In some of the Appraisals the transaction constituting the comparable just closed one day prior to the closing of the subject of the appraisal. Chevalier performed some of the Appraisals prior to Null and Brogren acquiring title to the real estate. In some of the Appraisals Chevalier used property which was acquired at the same time as the subject real estate used as a comparable.

61. Chevalier intentionally over-valued the Properties.

62. Chevalier was an appraiser in training at the time of the first transactions and was working for Appraisal Source under the supervision of appraiser Rollins. Chevalier obtained his permanent license in April of 2002. After obtaining his license, Chevalier performed the appraisals and prepared the reports as an agent of an entity he owns, AC Appraisal

63. In addition to Chevlaier, Rollins and Appraisal Source are responsible for those appraisals that Chevalier performed while employed by Appraisal Source, under Rollins' supervision, and prior to being licensed.

64. In addition to Chevalier personally, Chevalier's company, AC Appraisal, is responsible for those appraisals that Chevalier performed after he obtained his license, left Appraisal Source, and created AC Appraisal.

65. In addition to appraising each of the Properties, Chevalier personally assured Brogren that Wells was giving the Brogrens "a great deal" in connection with the units they were buying.

66. At present, each of the 149 mortgages are in default.

67. The original principal amount of the Loans was a sum in excess of \$5,500,000.00. Currently, the outstanding amounts due and owing under the Loans is a sum in excess of \$6,800,000.00.

68. ABN estimates that the Properties securing the Loans have an aggregate value of less than \$3,100,000.00.

69. ABN has incurred a substantial loss, the amount still to be finally calculated, as a result of buying, and funding, the Loans.

70. Wells fraudulently represented to both the Nulls and Brogren that the Properties were worth substantially more than their actual fair market values.

71. Wells misrepresented the condition of the Properties to the Nulls and Brogren.

72. Chevalier, as an agent of both Appraisal Source and AC Appraisal, knowingly appraised the Properties far in excess of their fair market value.

73. Rollins either knowingly or recklessly participated in some of the fraudulent appraisals.

74. Wells knowingly provided the inflated appraisals performed by Chevalier to the Nulls and Brogren.

75. The Nulls and Brogren relied upon the misrepresentations and the inflated appraisals and were thereby induced to purchase the subject Properties from Wells.

76. The misstatements made to the Nulls and Brogren were then relayed to ABN to induce it to make mortgage loans to the Nulls and Brogren.

77. Maximum Mortgage misstated the purpose of the mortgage loans as refinance loans instead of as original purchase money loans.

78. Accelerated Title either misrepresented the status of the titles to the various Properties and/or were grossly negligent in its preparation of the title work.

79. Stewart Title agreed to reimburse ABN for losses arising out of Accelerated Title's fraud or dishonesty in handling ABN's funds or documents.

80. Wells masterminded and profited the most from the scheme detailed above.

### III. CLAIMS

#### COUNT I

#### BREACH OF CONTRACT CLAIMS

For its breach of contract claims, ABN states as follows:

81. ABN hereby incorporates by reference its allegations in paragraphs 81 through 95 of this Complaint.

##### a. Maximum Mortgage

82. Under Section 3 of the Lending Agreement, Maximum Mortgage represented and warranted to ABN, and agreed with ABN that, among other things, at the time ABN funded each of the Loans in question:

- i. Each Mortgage Loan is valid and, to the best of [Maximum Mortgage's] knowledge, secured by a valid first lien on the Mortgage Property . . .
- ii. Neither the Borrower nor the Mortgagor have any set-offs, counter-claims or defenses to the Promissory Note or the Mortgage arising from the acts and/or omissions of [Maximum Mortgage] in the origination of Mortgage Loan . . .

- iii. All documents or instruments submitted by [Maximum Mortgage] in connection with a Mortgage Loan are, in every respect, valid and genuine, being what on their face they purport to be, and all information (credit or otherwise) submitted in connection with such Mortgage Loan packages is true and accurate.
- iv. [Maximum Mortgage] has no knowledge of any circumstances or conditions with respect to any Mortgage Loan, Mortgaged Property, the Borrower, the Mortgagor, or Mortgagor's or Borrower's credit standing that can be reasonably expected to cause private institutional investors, FNMA, FHLMC, or GNMA to regard the loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or adversely effect the value or marketability of the Mortgage Loan.

See Exhibit "A".

83. In fact, at the time ABN funded the Loans, the Loans were not refinance loans as represented, but were instead original purchase money loans. This fact would cause investors to "regard the loan(s) as an unacceptable investment" under the stated terms and "adversely effect the value or marketability of the [Loans]." Moreover, some of the Loans were not secured by a "valid first lien." The information submitted with the Loans was not "true and accurate."

84. The appraisals relied upon by ABN in determining whether it would fund the Loans were inflated by Chevalier at the direction of Wells and/or Maximum Mortgage. This fact would cause investors to "regard the loan(s) as an unacceptable investment" and "adversely effect the value or marketability of the [Loans]." The information submitted with the Loans was not "true and accurate."

85. Maximum Mortgage breached the Lending Agreement in numerous ways.

86. As a result of Maximum Mortgages' breach of the Lending Agreement, ABN has been damaged.

b. Accelerated Title.

87. Accelerated Title was ABN's agent, retained to close the loans referenced herein in accordance to the instructions provided by ABN. As such, Accelerated Title was bound by an implied contract to deal with ABN in absolute good faith.

88. At the time of the closings, Accelerated Title had actual or constructive knowledge that the Loans were refinance loans and/or concealed the fact that the Loans were original purchase money loans.

89. Accelerated Title breached the implied contract by failing to notify ABN of the frauds and participating in their furtherance.

90. Accelerated Title benefited from its breach of the implied contract, while ABN was harmed by it.

c. Stewart Title.

91. In a letter dated July 8, 1999, from Stewart Title to ABN, Stewart Title promised to reimburse ABN for actual loss arising out of: 1) the failure of a Stewart Title agent to comply with ABN's written closing instructions, or 2) fraud or dishonesty on the part of a Stewart Title agent. (Exhibit "C").

92. Accelerated Title is an agent of Stewart Title.

93. Accelerated Title dishonestly and fraudulently represented that the Loans were refinance loans and/or concealed the fact that the Loans were original purchase money loans.

94. ABN was damaged as a result of the fraudulent and dishonest conduct of Accelerated Title.

95. Pursuant to the July 8, 1999 letter, Stewart Title is contractually responsible for the dishonest and fraudulent acts of Accelerated Title.

WHEREFORE, ABN prays for judgment against each Maximum Mortgage, Accelerated Title and Stewart Title in an amount that will fully and adequately compensate ABN for its losses incurred, the costs of this action, and all other proper relief.

COUNT II

FRAUDULENT MISREPRESENTATION CLAIMS

For its fraudulent misrepresentation claims, ABN states as follows:

96. ABN hereby incorporates by reference its allegations in paragraphs 96 through 113 of this Complaint.

a. Maximum Mortgage

97. Maximum Mortgage knowingly misrepresented to ABN that the Loans were refinance loans as opposed to original purchase money loans.

98. Maximum Mortgage knowingly misrepresented to ABN that the Appraisals were performed in a commercially reasonable manner and generally reflected the fair market value of the Properties.

99. ABN reasonably relied upon these material misrepresentations and funded the loans to its detriment.

100. Maximum Mortgage's conduct in this regard constituted fraudulent misrepresentation.

b. Chevalier

101. Chevalier knowingly misrepresented the fair market values of the Properties.

102. ABN reasonably relied upon these material misrepresentations and funded the loans to its detriment.

103. Chevalier's conduct in this regard constituted fraudulent misrepresentation.

c. Accelerated Title

104. Accelerated Title knowingly misrepresented the status of the titles of 139 of the Properties to ABN, and closed 139 loans knowing that ABN believed that the Loans were to refinance property already owned by Nulls or Brogren when, in fact, the purpose of the Loans was to finance the original acquisition of the Properties.

105. ABN relied upon these material misrepresentations and funded the loans to its detriment.

106. Accelerated Title's conduct in this regard constituted fraudulent misrepresentation.

d. Stewart Title.

107. Accelerated Title is an agent of Stewart Title.

108. Accelerated Title made material misrepresentations to ABN that induced ABN to fund the Loans to its detriment.

109. Stewart Title is responsible for the dishonest and fraudulent acts of its agent Accelerated Title.

e. Wells

110. Wells knowingly misrepresented to both the Nulls and Brogren: the condition of the Properties; the likely appraisal value of the Properties; the actual appraised value of the Properties; the current profitability of the Properties; the feasibility of increasing the rental income from the Properties; the likelihood of selling the Properties to the current tenants; and the amount of maintenance required in relation to the Properties.

111. The Nulls and Brogren predictably relayed Wells' material misrepresentations to a lender, ABN.

112. ABN then relied upon these material misrepresentations and funded the loans to its detriment.

113. Wells' conduct in this regard constituted fraudulent misrepresentation.

WHEREFORE, ABN prays for judgment against each Maximum Mortgage, Chevalier, Accelerated Title, Stewart Title, and Wells in an amount that will fully and adequately compensate ABN for its losses incurred, the costs of this action, and all other proper relief.

### COUNT III

#### CONSTRUCTIVE FRAUD

For its Constructive Fraud claims, ABN states as follows:

114. ABN hereby incorporates by reference its allegations in paragraphs 114 through 125 of this Complaint.

##### a. Accelerated Title

115. Accelerated Title owed ABN a duty to disclose that inaccurate, incorrect, incomplete, false, and/or fraudulent information was being used to obtain the Loans.

116. Accelerated Title failed to disclose as much to ABN prior to or at the time of the closings and therefore breached its obligations to ABN.

117. The failure of Accelerated Title to disclose such information to ABN prior to or at the time of closing constitutes constructive fraud.

118. As a result of the constructive fraud of Accelerated Title, ABN has been damaged.

##### b. Stewart Title.

119. Accelerated Title is an agent of Stewart Title.

120. The failure of Accelerated Title to disclose that inaccurate, incorrect, incomplete, false, and/or fraudulent information was being used to obtain the Loans constituted constructive fraud.

121. Stewart Title is responsible for the constructive fraud of its agent Accelerated Title.

c. Maximum Mortgage

122. Maximum Mortgage owed ABN a duty to disclose that inaccurate, incorrect, incomplete, false, and/or fraudulent information would be used to obtain the Loans.

123. Maximum Mortgage failed to disclose as much to ABN prior to or at the time of the closings and therefore breached their obligations to ABN.

124. The failure of Maximum Mortgage to disclose such information to ABN prior to or at the time of closing constitutes constructive fraud.

125. As a result of the constructive fraud of Maximum Mortgage, ABN has been damaged.

WHEREFORE, ABN prays for judgment against Accelerated Title, Stewart Title, and Maximum Mortgage in an amount that will fully and adequately compensate ABN for its losses incurred, the costs of this action, and all other proper relief.

COUNT IV

NEGLIGENCE CLAIM

For its negligence claims, ABN states as follows:

126. ABN hereby incorporates by reference its allegations in paragraphs 126 through 133 of this Complaint.

a. Accelerated Title

127. Accelerated Title owed a duty to ABN to act with reasonable care and in accordance with reasonable commercial practices and procedures in closing the Loans.

128. Accelerated Title and its employees and agents involved in closing the Loans knew, or should have known, that certain pertinent and relevant information that was material to the loan closing process and the funding of the Loans by ABN was either incorrect, false, and/or fraudulent information and/or not in accordance with reasonable commercial practices.

129. Accelerated Title owed a duty to report the incorrect, false, and/or fraudulent information to ABN and to refrain from closing the Loans or disbursing loan proceeds until such information was reviewed by ABN.

130. Accelerated Title breached its duty of reasonable care to ABN in closing, and disbursing proceeds of, the Loans.

b. Stewart Title

131. Accelerated Title is an agent of Stewart Title.

132. Accelerated Title breached its duty of reasonable care to ABN in closing, and disbursing proceeds of, the Loans.

133. Stewart Title is responsible for the negligence of its agent Accelerated Title.

WHEREFORE, ABN prays for judgment against Accelerated Title and Stewart Title in an amount that will fully and adequately compensate ABN for its losses incurred as a result of such negligence, the costs of this action, and all other proper relief.

COUNT V

BREACH OF FIDUCIARY DUTY

For its breach of fiduciary duty claims, ABN states as follows:

134. ABN hereby incorporates by reference its allegations in paragraphs 134 through 140 of this Complaint.

a. Accelerated Title

135. Accelerated Title owed a fiduciary duty to ABN with regard to the closing of the Loans and disbursement of any proceeds.

136. Accelerated Title breached its fiduciary duty to ABN with regard to the closing of the Loans and disbursement of any proceeds.

137. As a result of the breach of fiduciary duty, ABN has been damaged.

b. Stewart Title

138. Accelerated Title is an agent of Stewart Title.

139. Accelerated Title breached its fiduciary duty to ABN with regard to the closing of the Loans and disbursement of any proceeds.

140. As a result of the agency relationship between Stewart Title and Accelerated Title, Stewart Title is responsible for Accelerated Title's breach of fiduciary duty in regard to ABN.

WHEREFORE, ABN prays for judgment against Accelerated Title and Stewart Title in an amount that will fully and adequately compensate ABN for its losses incurred as a result of such breach, the costs of this action, and all other proper relief.

COUNT VI

TORTIOUS INTERFERENCE WITH CONTRACTUAL/BUSINESS RELATIONS

For its tortious interference with contractual/business relations claims, ABN states as follows:

141. ABN hereby incorporates by reference its allegations in paragraphs 141 through 146 of this Complaint.

a. Wells

142. Prior to the events outlined herein, ABN used Maximum Mortgage as one of its mortgage brokers. This relationship, embodied in the Lending Agreement, was lucrative for both ABN and Maximum Mortgage.

143. Being skilled in the real estate investment business, Wells knew that as a mortgage broker it was essential that Maximum Mortgage had relationships with lenders. Wells also knew that it was likely that a lender would ultimately fund the mortgages at issue.

144. By enlisting Maximum Mortgage in his scheme, Wells induced Maximum Mortgage to violate the Lending Agreement and act against ABN's interests.

145. Wells tortiously interfered with ABN's valid business and contractual relationship with Maximum Mortgage.

146. As a result of Wells' tortuous interference, ABN has been damaged.

WHEREFORE, ABN prays for judgment against Wells in an amount that will fully and adequately compensate ABN for its losses incurred, the costs of this action, and all other proper relief.

COUNT VII

UNJUST ENRICHMENT

For its unjust enrichment claims, ABN states as follows:

147. ABN hereby incorporates by reference its allegations in paragraphs 147 through 150 of this Complaint.

a. Wells

148. Due to the misrepresentation in the loan applications, and because of the fraudulently inflated appraisals, Wells was able to ensure that ABN would fund the mortgages enabling the borrowers to purchase his Properties at inflated values.

149. Wells used the resulting profits to purchase an apartment complex known as the Gardenview Apartments.

150. ABN is entitled to place the apartment complex in a constructive trust on the grounds of unjust enrichment.

WHEREFORE, ABN prays for judgment against Wells in an amount that will fully and adequately compensate ABN for its losses incurred, the costs of this action, and all other proper relief.

#### COUNT VIII

#### CIVIL CONSPIRACY.

For its civil conspiracy claims, ABN states as follows:

151. ABN hereby incorporates by reference its allegations in paragraphs 151 through 154 of this Complaint.

152. Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title, conspired together to defraud ABN into funding the Loans based on inflated values and the misrepresentation that the mortgages were refinances.

153. ABN was harmed as a result of this concerted and unlawful activity.

154. These actions constitute a civil conspiracy.

WHEREFORE, ABN prays for judgment against each Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title in an amount that will fully and adequately compensate ABN for its losses incurred, the costs of this action, and all other proper relief.

#### COUNT IX

#### DEFRAUDING A FINANCIAL INSTITUTION - STATE LAW.

For its state law claims of defrauding a financial institution, ABN states as follows:

155. ABN hereby incorporates by reference its allegations in paragraphs 155 through 158 of this Complaint.

156. ABN is a wholly owned subsidiary of Standard Federal Bank and is a state or federally chartered or federally insured financial institution

157. Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source and Accelerated Title knowingly executed, or attempted to execute, a scheme to obtain money from ABN through false pretenses and representations.

158. ABN was harmed as a result of the execution, or attempted execution, of the scheme.

WHEREFORE, ABN respectfully prays that a judgment be entered in its favor against each Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source and Accelerated Title for damages in an amount equal to: the pecuniary loss suffered, treble damages, reasonable attorney's fees, expenses and costs as permitted by statute, and for all other proper relief.

COUNT X

DECEPTION

For its claims of deception, ABN states as follows:

159. ABN hereby incorporates by reference its allegations in paragraphs 159 through 163 of this Complaint.

160. Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title misrepresented the fair market value of the property or the nature of the current ownership of the property with an intent to defraud.

161. Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title provided or endorsed false loan applications, false appraisals and other supporting loan documentation to induce ABN to fund the Loans.

162. Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title obtained substantial monies through misrepresenting the quality of the Properties by:

- a. Knowingly providing incorrect, incomplete, false, and/or fraudulent real estate appraisals;
- b. Preparing false and/or fraudulent loan applications and supporting loan documentation including job history and income; and
- c. Preparing and endorsing incorrect, improper, false, and/or fraudulent loan closing documents including HUD-1 statements.

163. Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title received substantial monies from fraudulently procuring each of the Loans.

WHEREFORE, ABN prays for judgment against each Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title in an amount that will fully and adequately compensate ABN for its losses, for treble damages, and attorney's fees pursuant to the statute, the costs of this action and all other proper relief.

#### COUNT XI

#### RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ("RICO") VIOLATIONS (18 U.S.C. §1962)

For its claims of RICO violations, ABN states as follows:

164. ABN hereby incorporates by reference its allegations in paragraphs 164 through 172 of this Complaint.

165. Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, Accelerated Title, and other unnamed defendants, knowingly formed, and were associated with, an enterprise designed to defraud ABN by means of false or fraudulent pretenses, representations, or promises.

166. The enterprise did in fact plan and execute a scheme to defraud ABN.

167. The execution of the scheme constituted federal bank fraud under 18 U.S.C. § 1344.

168. Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title each conducted or participated in the conduct of the enterprise's affairs through a pattern of racketeering activity.

169. Such racketeering activity also included the illegal submission by mail and/or wire of false and/or fraudulent documentation.

170. The enterprise affected interstate commerce.

171. Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title each violated 18 U.S.C. §1962.

172. ABN has been injured in its business or property by the foregoing violations of 18 U.S.C. §1962 as it was fraudulently induced to fund and purchase loans in amounts grossly in excess of the underlying collateral and pursuant to terms that were far less favorable than commercially reasonable loans being made in the marketplace.

WHEREFORE, ABN respectfully prays that a judgment be entered in its favor against each Wells, Maximum Mortgage, Chevalier, Rollins, AC Appraisal, Appraisal Source, and Accelerated Title for violation of 18 U.S.C. §1962 for damages in an amount to be determined at trial pursuant to 18 U.S.C. §1961, for treble damages in accordance with 18 U.S.C. §1964, for

reasonable attorney's fees, expenses and costs as permitted by statute and for all other proper relief.

COUNT XII

PIERCING THE "CORPORATE VEIL" AS TO  
ACCELERATED TITLE AND MAXIMUM MORTGAGE

For its claims against Corey Stuckey, James Pappas, Justin Stuckey, and Carrie Stuckey, ABN states as follows:

173. ABN hereby incorporates by reference its allegations in paragraphs 173 through 179 of this Complaint.

174. Corey Stuckey and James Pappas engaged in the fraudulent representations discussed above in the name of Accelerated Title.

175. Corey Stuckey and James Pappas used Accelerated Title to promote fraud, injustice, and/or illegal activities as discussed above.

176. Accelerated Title's "corporate veil" should be pierced and Corey Stuckey and James Pappas should be held personally liable for those fraudulent and illegal acts they perpetrated in the corporate name.

177. Justin Stuckey and Carrie Stuckey engaged in the fraudulent representations discussed above in the name of Maximum Mortgage.

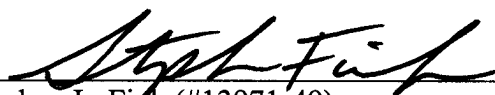
178. Justin Stuckey and Carrie Stuckey used Maximum Mortgage to promote fraud, injustice, and/or illegal activities as discussed above.

179. Maximum Mortgage's "corporate veil" should be pierced and Justin Stuckey and Carrie Stuckey should be held personally liable for those fraudulent and illegal acts they perpetrated in the corporate name.

WHEREFORE, ABN prays that Corey Stuckey and James Pappas be held jointly and severally for all judgments against Accelerated Title and that Justin Stuckey and Carrie Stuckey be held jointly and severally for all judgments against Maximum Mortgage and all other proper relief.

Respectfully submitted,

BARNES & THORNBURG

  
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