

ORIGINAL

**FILED IN CHAMBERS
U.S.D.C. Atlanta**

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

APR 19 2006

ATLANTA DIVISION

LUTHER D. THOMAS, Clerk
By: *J. Wade Childs*
Deputy Clerk

UNITED STATES OF AMERICA :
 :
 v. :
 :
 OLYMPIA D. AMMONS, :
 MOHAMED "MO" BAYORH, :
 ANDRE B. BENSON, :
 RAYMOND JOSEPH COSTANZO, JR., :
 CLARENCE LORENZO DAVIS, :
 a/k/a C. Dave Davis, :
 MOHAMMAD AMIN HASSAMADI, :
 JOSEPH STERLING JETTON, :
 DAVID S. KROLL, :
 LEON KELLY LUMSDEN, :
 RONALD DENZIL MARTIN, JR., :
 RICARDO ANTONIO MYRIE, :
 HASSAN NIMAPOO, :
 VIRGINIA ROSE NOVRIT, :
 LAWRENCE SEVAL REID, :
 a/k/a Lawrence Steven Reid, :
 ARIEL HOPE SAMUEL, :
 a/k/a Ariel Carty, :
 ATTEMERELL SMITH, :
 DARYL MAURICE SMITH, :
 RANDALL THARP, :
 FABIAN O. WITLISHIRE, :
 GREGORY JEROME WINGS, JR., :
 a/k/a "G Money," and :
 CALVIN LEE WRIGHT :

CRIMINAL INDICTMENT

NO. 1:05-CR-316-BBM
(First Superseding)

~~UNDER SEAL~~
Unsealed 4-21-06

Defendants.

THE GRAND JURY CHARGES THAT:

COUNT ONE
Conspiracy
18 U.S.C. 371

1. Between in or about June 2004 and on or about April 18, 2006, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS, MOHAMED "MO" BAYORH, ANDRE B. BENSON, RAYMOND JOSEPH

COSTANZO, JR., CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, MOHAMMAD AMIN HASSAMADI, JOSEPH STERLING JETTON, DAVID S. KROLL, LEON KELLY LUMSDEN, RONALD DENZIL MARTIN, JR., RICARDO ANTONIO MYRIE, HASSAN NIMAPOO, VIRGINIA ROSE NOVBIT, LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, ARIEL HOPE SAMUEL, a/k/a Ariel Carty, ATTEMERELL SMITH, DARYL MAURICE SMITH, RANDALL THARP, FABIAN O. WITLSHIRE, GREGORY JEROME WINGS, JR., a/k/a "G Money," and CALVIN LEE WRIGHT did willfully, knowingly and unlawfully combine, conspire, confederate, agree and have a tacit understanding with each other and others, known and unknown to the Grand Jury, to commit certain offenses against the United States, including the following:

(a) To knowingly execute and attempt to execute a scheme and artifice to defraud insured depository financial institutions, as defined in Title 18, United States Code, Section 20, by knowingly submitting and causing to be submitted materially false qualifying information and documentation and other fraudulent representations to obtain mortgage loans from banks, in violation of Title 18, United States Code, Section 1344.

(b) To devise and intend to devise a scheme and artifice to defraud lenders of money and property by submitting and causing to be submitted materially false qualifying information and documentation and other fraudulent pretenses, representations and promises to obtain mortgage and other loans, causing interstate

wire communications to be made and the mails and other interstate carriers to be used in furtherance of the fraudulent scheme to obtain said loans, in violation of Title 18, United States Code, Sections 1341 and 1343.

2. It was a part of the conspiracy and the objects thereof for defendants and their coconspirators to:

(a) recruit "straw borrowers," including illegal aliens and other unqualified persons, to purchase and attempt to purchase residential properties from builders and others, often at fraudulently inflated prices;

(b) obtain artificially inflated appraisals on said properties to support the fraudulently inflated purchase and sales price, often causing the list price to be increased by hundreds of thousands of dollars;

(c) obtain and attempt to obtain fraudulently inflated mortgage loans in the names of unqualified "straw borrowers" for the purchase of said properties, with the excess loan proceeds to be disbursed to the "straw borrowers", their recruiters, those fronting borrower down payments, the builders and other sellers;

(d) cause loan applications to be submitted to lenders containing materially false borrower employment, income, assets and/or liabilities;

(e) misrepresent the intended usage of certain properties by falsely stating that the property was to be the borrower's

primary or secondary residence;

(f) advise a number of "straw borrowers" that the properties they were purchasing would be rented to actresses and ball players, their mortgage, insurance and taxes would be paid for them and additional money could be made when the properties were eventually sold;

(g) misrepresent the source of any required down payment money by falsely stating that no part of the borrower's down payment was borrowed, while either purchasing a cashiers check in the amount of the required borrower down payment from loan proceeds disbursed at closing or borrowing the required down payment amount from a coconspirator, thereby obtaining 100% financing;

(h) use "shell" or "shelf" company names to pay a portion of the fraudulently obtained loan proceeds to recruiters, "straw borrowers," persons fronting borrower down payments and other coconspirators.

3. At times relevant to this conspiracy:

(a) Defendant OLYMPIA D. AMMONS was a Loan Officer in St. Louis, Missouri with Ace Mortgage Funding, a mortgage brokerage firm. Defendant AMMONS originated a number of mortgage loans in the names of unqualified "straw borrowers." In addition to her commission from Ace, defendant AMMONS was paid by defendant GREGORY JEROME WINGS, JR., a/k/a "G Money."

(c) Defendant MOHAMED "MO" BAYORH, an unqualified

borrower, was paid \$547,000 through his company, Fairington Winslow, Inc., to obtain mortgage loans exceeding \$1.3 million in his own name and to recruit another unqualified "straw borrower" to obtain mortgage loans exceeding \$1.5 million for the purchase of properties at artificially inflated prices.

(d) Defendant ANDRE B. BENSON was paid \$260,000 to cause his mother, DMB, to obtain mortgage loans exceeding \$1.3 million for which she was not qualified.

(e) Defendant RAYMOND JOSEPH COSTANZO, JR., an Atlanta area attorney, closed a number of the fraudulent mortgage loans while concealing material facts from the lenders he represented. Defendant COSTANZO was also paid \$250,000 to obtain mortgage loans exceeding \$1.5 million in his own name for which he did not qualify.

(f) Defendant CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, assisted his girlfriend, defendant VIRGINIA ROSE NOVRIT, to obtain and attempt to obtain mortgage loans totaling over \$6.6 million for which she was not qualified by falsely verifying her employment at his company, C. Dave Davis LLC, and her income, residency and source of required down payments.

(g) Defendant MOHAMMAD AMIN HASSAMADI, a builder, was the CEO, CFO and Secretary of Polo Tech Construction, Inc., the seller of properties in the St. Marlo Subdivision where "straw borrowers" were paid to obtain mortgage loans for the purchase of his

properties at inflated prices.

(h) Defendant JOSEPH STERLING JETTON arranged for the recruitment of "straw borrowers" to obtain in excess of \$19 million in mortgage loans for which they were not qualified to purchase properties at inflated prices, while receiving payments for arranging said property purchases and sales. Defendant JETTON attended the closing of mortgage loans for many of these "straw borrowers." Defendant JETTON and his company, Precision Construction Co., appeared as the "Listing Broker" on a number of Purchase and Sale Agreements and Amendments, although not licensed as a real estate broker or agent. Defendant JETTON induced participation in the scheme by professing religious values, while using his company, Precision Construction Company, to receive payments from loan proceeds.

(i) Defendant DAVIS S. KROLL of DKS Consulting, Inc. assisted defendant VIRGINIA ROSE NOVRIT obtain in excess of \$1.7 million in mortgage loans by depositing money into her account to facilitate the generation of an inflated Verification of Deposit, fronted her down payment money required to be from borrower funds and received payment in his company name for these services from the fraudulently obtained loan proceeds.

(j) Defendant LEON KELLY LUMSDEN of LL & Associates Investment Firm used his company name to provide false employment and income for unqualified borrowers, including himself, and was

paid through LL & Associates and G&L Holdings, Inc. to assist defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," in recruiting "straw borrowers" to purchase properties at inflated prices.

(k) Defendant RONALD DENZIL MARTIN, JR., was a "straw borrower" paid \$145,000 to obtain mortgage loans in excess of \$1.3 million for which he was not qualified to purchase a property at an artificially inflated price.

(l) Defendant RICARDO ANTONIO MYRIE was a "straw borrower" paid \$600,000 to obtain mortgage loans in excess of \$3 million for which he was not qualified to purchase a property at an artificially inflated price.

(m) Defendant HASSAN NIMAPOO, a builder, was the CEO, CFO and Secretary of Crown Custom Homes, Inc., and the owner of Lum Crowe Development, LLC, the sellers of a number of properties in the St. Marlo and Litchfield Estates Subdivisions, where "straw borrowers" were paid to obtain mortgage loans for the purchase of such properties at artificially inflated prices.

(n) Defendant VIRGINIA ROSE NOVRIT was a "straw borrower" who obtained and attempted to obtain mortgage loans in excess of \$6.6 million for which she was not qualified.

(o) Defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, an illegal alien using an alias and the stolen SSN of a minor child, was a "straw borrower" paid over \$256,000 to obtain mortgage loans in excess of \$1.9 million for which he was not qualified.

Defendant REID used similar false qualifying information to obtain a vehicle loan.

(p) Defendant ARIEL HOPE SAMUEL, a/k/a Ariel Carty, an illegal alien and the girlfriend of defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, provided false Verifications for defendant REID, as well as the shell company, Raggstone, Inc., for receipt of REID loan proceeds. Defendant SAMUEL used false employment and a stolen SSN to obtain a vehicle and mortgage loan in her Ariel Carty alias.

(q) Defendant ATTEMERELL SMITH was a "straw borrower" who obtained mortgage loans in excess of \$1.3 million for which she was not qualified for the purchase of a property at an artificially inflated price.

(r) Defendant DARYL MAURICE SMITH, a partner in G&L Holdings, Inc. with defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," and LEON KELLY LUMSDEN and owner of McSmith Properties, was paid \$322,500 to cause his mother, defendant ATTEMERELL SMITH, to obtain mortgage loans exceeding \$1.3 million for which she was not qualified for a property where defendant DARYL SMITH wished to reside. Defendant DARYL MAURICE SMITH also received payments through G&L Holdings for the recruitment of other "straw borrowers."

(s) Defendant RANDALL THARP, a builder, was Vice President of Paddocks Development, Inc., the seller of a property

in the Cobblestone Farms Subdivision where a "straw borrower" was paid to obtain mortgage loans for the purchase of the property at an inflated price. Defendant THARP also acted for his wife as the seller of other properties located in The Paddocks Subdivision and elsewhere with "straw borrowers" paid to obtain mortgage loans for the purchase of the properties at inflated prices.

(t) Defendant FABIAN O. WITLSHIRE arranged for defendant DAVIS S. KROLL of DKS Consulting, Inc. to assist defendant VIRGINIA ROSE NOVBIT to obtain in excess of \$1.7 million in mortgage loans by depositing money into her account to facilitate the generation of an inflated Verification of Deposit, fronted down payment money required to be from borrower funds and received payment for these services from the fraudulently obtained loan proceeds in his company name.

(u) Defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," used companies, including G&L Holdings Group, Inc. where he was a partner and Metropolitan Realty which he owned to receive payments totaling over \$2.8 million for the recruitment of "straw borrowers" to obtain mortgage loans for which they were not qualified to purchase properties at inflated prices, to pay other recruiters and to make "straw borrower" down payments. Defendant WINGS attended the closing of mortgage loans for many of his "straw borrowers." Defendant WINGS was also paid to obtain mortgage loans for which he was not qualified to purchase a property at an inflated price in

his and his wife's name. Defendant WINGS and Metropolitan Realty appeared as the "Selling Broker" on a number of Purchase and Sale Agreements and Amendments, although not licensed as either a real estate broker or agent.

(v) Defendant CALVIN LEE WRIGHT was a "straw borrower" paid over \$527,000 to obtain mortgage loans in excess of \$3.5 million for which he was not qualified for the purchase of properties at artificially inflated prices.

4. In furtherance of this conspiracy, and to effect the objects and purposes thereof, various overt acts were committed by the defendants and their coconspirators within the Northern District of Georgia and elsewhere, including but not limited to the following:

(a) Acts related to 861 Beutell St, Atlanta, GA

(1) On or about September 15, 2004, in the Northern District of Georgia, defendant LEON KELLY LUMSDEN attended a loan closing conducted by defendant RAYMOND JOSEPH COSTANZO, JR. and signed an application as the borrower for a \$155,000 mortgage loan from Residential Lending/National City Bank of Indiana for the purchase of 861 Beutell Street as his primary residence with false borrower qualifying information, including an income of \$4,923 per month from McSmith Properties where he had worked for 3 years and \$18,943 on deposit at Bank of America.

(b) Acts related to 10710 Stroup Rd, Roswell, GA

(1) On or about November 12, 2004, in the Northern District of Georgia, defendant LEON KELLY LUMSDEN caused to be prepared an application for a mortgage loan in the name of CY for \$917,000 to refinance 10710 Stroup Road with false borrower qualifying information, including an income of \$25,000 a month and \$54,000 on deposit at Washington Mutual Bank in a CY account.

(2) On or about November 12, 2004, in the Northern District of Georgia, defendant LEON KELLY LUMSDEN used a power of attorney to attend closing on the \$917,000 refinance loan in the name of CY where he signed a false loan application he had caused to be prepared and other closing documents presented by defendant RAYMOND JOSEPH COSTANZO, JR., the closing attorney.

(c) Acts related to 1341 Epworth St, Atlanta, GA

(1) On or about December 20, 2004, in the Northern District of Georgia, defendant LEON KELLY LUMSDEN signed and submitted applications as the borrower for mortgage loans totaling \$180,500 from Accredited Home Lenders in Van Nuys, California, for the purchase of 1341 Epworth Street as his primary residence with false borrower qualifying information, including an income of \$5,000 per month as a Financial Advisor at LL & Associates Investment Firm where he had worked 3.8 years and \$363,000 on deposit at SouthTrust Bank.

(2) On or about December 20, 2004, in the Northern District of Georgia, defendant LEON KELLY LUMSDEN caused defendant RAYMOND JOSEPH COSTANZO, JR., the closing attorney, to pay him \$68,987 via wire of January 5, 2005 to his company, LL & Associates, from the fraudulently obtained 1341 Epworth loan proceeds, which funds were falsely represented to the lender on the HUD1 Settlement Statement signed by defendants LUMSDEN and COSTANZO as "cash to seller."

(d) Acts related to 5886 Seam St, 2830 Luther Dr & 4560 Old Lake Dr

(1) On or about January 11, 2005, defendant CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, incorporated C. Dave Davis LLC, listing C. Dave Davis as the registered agent.

(2) On or about February 2, 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT met with a loan officer for Dream Homes Financial in Atlanta, Georgia, provided qualifying information for mortgage loans for 5886 Seam Street and signed a loan application, falsely representing defendant NOVRIT to have a monthly income of \$15,250 as the owner/operator of C. Dave Davis LLC in Hilton Head Island, South Carolina, where she had worked for 2 years and to have been employed in this line of work for 9 years.

(3) On or about February 25, 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT attended the closing of mortgage loans from Washington Mutual Bank,

d.b.a. Long Beach Mortgage, totaling \$364,500 for the purchase of 5886 Seam Street, 2830 Luther Drive and 4560 Old Lake Drive where defendant NOVRIT signed in the presence of the Atlanta closing attorney loan applications containing the false representations regarding her employment and income.

(e) Acts related to 13 Sams Point Lane, Hilton Head Island, SC

(1) In or about February 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT met with a loan processor at FedFirst Mortgage in Hilton Head Island, South Carolina, provided qualifying information for mortgage loans totaling \$1,275,000 for 13 Sams Point and thereafter defendant NOVRIT signed a loan application, falsely representing defendant NOVRIT to have a monthly income of \$45,000 as the owner/operator of C. Dave Davis LLC in Hilton Head Island, where she had worked for 2 years and to have been employed in this line of work for 8 years.

(2) On or about March 7, 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT attended the closings of mortgage loans totaling \$1,268,418 for defendant NOVRIT from American Home Mortgage, d.b.a. American Brokers Conduit, for the purchase of 13 Sams Point as NOVRIT's primary residence, told the South Carolina closing attorney that they were in the security/private investigation business and defendant NOVRIT signed in the presence of the closing attorney a loan application which contained the false representations

regarding her employment and income and omitted the \$364,500 in mortgages loans she had closed on February 25, 2005.

(f) Acts related to 8425 Coghill Trace, Duluth, GA

(1) In or about January 2005, defendant JOSEPH STERLING JETTON arranged for defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT to purchase 8425 Coghill Trace in Duluth, Georgia for \$950,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$20,000 to defendant JETTON's company, Precision Construction Co., \$35,000 to defendants DAVIS and NOVRIT through their company, Eaglemont American Partners, \$150,000 to defendant DAVID S. KROLL through his company, DKS Consulting, and \$151,587 to seller Crown Custom Homes for defendant NIMAPOO.

(2) On or about January 28, 2005, in the Northern District of Georgia, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT opened an account at Wachovia Bank in the name of Eaglemont American Partners, listing defendant DAVIS in his C. Dave Davis alias as the CEO and defendant NOVRIT as the CFO.

(3) In or about February 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT spoke with a loan officer for Mortgage Direct/Brooks America Mortgage in Santa Ana, California and provided qualifying information for mortgage loans totaling \$852,038 in the name of defendant NOVRIT

for 8425 Coghill Trace, falsely representing defendant NOVRIT to have a monthly income of \$25,000 as Managing Partner/President of C. Dave Davis LLC in Hilton Head, South Carolina, where she had worked for 5 years and to have been employed in this line of work for 20 years.

(4) On or about February 23, 2005, defendant CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, wrote a letter to the Mortgage Direct/Brooks America Mortgage loan officer verifying that defendant VIRGINIA ROSE NOVRIT had been employed by C. Dave Davis LLC for the past 5 years as Manager (President) and was a 5% non-voting shareholder, which letter defendant DAVIS signed as Chairman/CEO in his C. Dave Davis alias.

(5) On or about February 23, 2005, defendant JOSEPH STERLING JETTON caused the NOVRIT Verification of Employment letter of 2/23/05 signed by defendant CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, to be faxed from his company, Precision Construction, in the Northern District of Georgia to Mortgage Direct/Brooks America Mortgage loan officer in Santa Ana, California.

(6) On or about March 4, 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT provided a letter to the loan officer in support of the NORVIT loan application for 8425 Coghill Trace as her primary residence, falsely representing that defendant NOVRIT was moving from Barnegat, New Jersey to Atlanta, Georgia to establish C. Dave Davis LLC in the

Atlanta area where she would continue to receive her same annual salary from this company.

(7) On or about March 14, 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT attended the closing of mortgage loans totaling \$852,038 from North Fork Bank, d.b.a. Geenpoint Mortgage, for the purchase of 8425 Coghill Trace as her primary residence, and defendant NOVRIT signed in the presence of the Atlanta closing attorney a loan application which contained false representations regarding her employment and income, falsely represented that no part of her down payment was borrowed and omitted the \$1.6 million in mortgages loans she had closed on February 25 and March 7, 2005.

(8) On or about March 14, 2005, defendant VIRGINIA ROSE NOVRIT signed the Acknowledgment and Receipt of the HUD1 Settlement Statement for the closing of 8425 Coghill Trace, approving the false entry, "cash from borrower \$124,311.23."

(9) On or about March 15, 2005, defendant FABIAN O. WILTSHIRE arranged for defendant DAVID S. KROLL to purchase two Wachovia Bank official checks for \$111,000 and \$14,000 payable to the attorney closing the NOVRIT loans which defendants KROLL and VIRGINIA ROSE NOVRIT caused to be delivered to the closing attorney as defendant NOVRIT's down payment or "cash from borrower" required for disbursement of the \$855,000 in loan proceeds for 8425 Coghill Trace; thereafter, defendant KROLL received a \$150,000 check

payable to his company, DKS Consulting, which included the return of the NOVRIT down payment plus a \$25,000 fee for the few minutes defendant KROLL had fronted the down payment money for defendant NOVRIT.

(10) On or about March 15, 2005, in the Northern District of Georgia, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, JOSEPH STERLING JETTON, HASSAN NIMAPOO and VIRGINIA ROSE NOVRIT caused the closing attorney to make disbursements of loan proceeds to their companies, including \$20,000 to defendant JETTON's company, Precision Construction, \$35,000 to defendants DAVIS and NOVRIT through their company, Eaglemont American Partners, and \$151,587 to seller Crown Custom Homes, the company of defendant NIMAPOO plus \$556,450 repayment of his construction loan.

(g) Acts related to 4338 Azalea Walk, Ellenwood, GA

(1) In or about February 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT spoke with a loan officer at Common Cents Mortgage in the Atlanta, Georgia area and provided qualifying information for a mortgage loan in the name of defendant NOVRIT for 4338 Azalea Walk, falsely representing the employment and income of defendant NOVRIT.

(2) On or about March 24, 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT attended the closing of mortgage loans totaling \$345,000 from American Fidelity, for the purchase of 4338 Azalea Walk, and

defendant NOVRIT signed in the presence of the Atlanta area closing attorney a loan application which contained false representations regarding her employment and income and omitted the \$2.1 million in mortgages loans she had closed on March 7 and March 14, 2005.

(g) Acts related to 8760 Islesworth Court, Duluth, Georgia

(1) In or about January 2005, defendant JOSEPH STERLING JETTON arranged for defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT to purchase 8760 Islesworth Court in Duluth, Georgia for \$1,100,000 from Crown Custom Homes and Polo Tech Construction, the companies of defendants HASSAN NIMAPOO. and MOHAMMAD AMIN HASSAMADI, at a price inflated to include payments at closing of \$40,000 to defendant JETTON's company, Precision Construction, \$115,000 to defendants DAVIS and NOVRIT through their company, Eaglemont American Partners, \$107,000 to defendant DAVID S. KROLL through his company, DKS Consulting, and \$181,976 to sellers Crown Custom Homes and Polo Tech Construction, the companies of defendants NIMAPOO and HASSAMADI.

(2) In or about April 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT provided qualifying information for mortgage loans totaling \$1,045,000 for 8760 Islesworth to a loan processor at FedFirst Mortgage in Hilton Head Island, South Carolina, falsely representing defendant NOVRIT to have a monthly income of \$45,000, to have been employed with defendant DAVIS' company, C. Dave Davis LLC in Hilton Head Island,

south Carolina, for 2 years and to have been employed in this line of work for 8 years.

(3) On or about April 22, 2005, defendant VIRGINIA ROSE NOVRIT signed as Vice Chairwoman/CEO on C. Dave Davis LLC, "Invoice #05-1940 for Professional Services," falsely representing billing of \$124,500 for professional consulting services on project # 617 in Deleuth [sic], GA, # 134 in Lithonia, GA, and # 260 in Decatur, GA, which invoice was delivered to the loan officer at FedFirst Mortgage for presentation to the lender.

(4) On or about April 26, 2005, in the Northern District of Georgia, defendant FABIAN O. WILTSHIRE arranged for defendant DAVID S. KROLL to purchase a Wachovia Bank official check in the amount of \$124,500, payable to defendant VIRGINIA NOVRIT.

(5) On or about April 26, 2005, defendants FABIAN O. WILTSHIRE and DAVID S. KROLL accompanied defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT to Wachovia Bank where defendant NOVRIT endorsed and deposited into her account the \$124,500 official check purchased by defendant KROLL and caused a Wachovia Bank official to confirm this \$124,500 on a FedFrist Mortgage Verification of Deposit form.

(6) On or about April 26, 2005, in the Northern District of Georgia, defendant VIRGINIA ROSE NOVRIT wrote a check in the amount of \$124,500 on her Wachovia Bank account payable to defendant DAVID KROLL which defendant KROLL deposited back into his

bank account.

(7) On or about May 2, 2005, defendant CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, attached the April 22, 2005 "Invoice #05-1940 for Professional Services" for \$124,500 signed by defendant VIRGINIA ROSE NOVRIT and a copy of the official \$124,500 Wachovia Bank check purchased by defendant DAVID S. KROLL payable to defendant NOVRIT with remitter "D Kroll" to defendant DAVIS' letter to the loan processor at FedFirst Mortgage, which letter falsely represented that this check was "payment received from Mr. David Kroll of DKS Consulting," that "this check was made out directly to Mrs. Novrit, because of the lack of time provided by you for her to receive her pay and bonus" and that such funds would normally "go through C. Dave Davis LLC, clear the account, then transfer to the respective recipients."

(8) On or about May 16, 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, identified himself to the lender on the 8760 Islesworth property as C. D. Davis, President and CEO of C. Dave Davis LLC, verified that defendant VIRGINIA ROSE NOVRIT had been employed by his company for 5 years and said that NOVRIT held the present position of Managing Vice Chairperson.

(9) On or about May 18, 2005, in the Northern District of Georgia, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT attended the closing of mortgage loans totaling \$1,045,000 from American Home Mortgage for the purchase of

8760 Islesworth Court and defendant NOVRIT signed in the presence of the Atlanta, Georgia closing attorney a loan application which contained false representations regarding her employment and income, falsely represented that no part of her down payment was borrowed and omitted the \$1.19 million in mortgage loans she had closed on March 14 and March 24, 2005.

(10) On or about May 18, 2005, in the Northern District of Georgia, defendant VIRGINIA ROSE NOVRIT signed the Acknowledgment and Receipt of the HUD1 Settlement Statement for the closing of 8760 Islesworth, approving the false entry, "cash from borrower \$82,060.32."

(11) On or about May 19, 2005, in the Northern District of Georgia, defendant FABIAN O. WILTSHIRE arranged for defendant DAVID S. KROLL to purchase an official Wachovia Bank check in the amount of \$83,000 with DKS & VIRGINIA NOVRIT as Remitters which defendants KROLL and NOVRIT caused to be delivered to the closing attorney as defendant NOVRIT's down payment or "cash from borrower" required to disburse the \$1,045,000 in loan proceeds for the purchase of 8760 Islesworth.

(12) On or about May 19, 2005, in the Northern District of Georgia, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, MOHAMMAD AMIN HASSAMADI, JOSEPH STERLING JETTON, DAVID S. KROLL, HASSAN NIMAPOO and VIRGINIA ROSE NOVRIT caused the closing attorney to make disbursements of loan proceeds to their companies,

including \$40,000 to defendant JETTON's company, Precision Construction, \$115,000 to defendants DAVIS and NOVRIT through their company, Eaglemont American Partners, \$107,000 to defendant DAVID S. KROLL through his company, DKS Consulting, and \$181,976 to sellers Crown Custom Homes and Polo Tech Construction, the companies of defendants NIMAPOO and HASSAMADI, plus \$611,511 repayment of their construction loan.

(h) Acts related to 1106 Pristine Place, Alpharetta, GA (attempt)

(1) In or about April 2005, defendant JOSEPH STERLING JETTON arranged for defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT to purchase 1106 Pristine Place for \$1,700,000, a price inflated to include payments at closing to Jetton's company, Precision Construction, to Eaglemont American Partners, the company of defendants DAVIS and NOVRIT, and to others.

(2) In or about April 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT met with a loan officer for Southern Investment Mortgage in Atlanta, Georgia, provided qualifying information in an attempt to obtain a first mortgage loan of at least \$940,000 for 1106 Pristine Place from C & G Financial in Upland, California, and defendant NOVRIT signed a loan application, falsely representing that she had a monthly income of \$25,000, had been employed with defendant DAVIS' company, C. Dave Davis LLC in Hilton Head Island, South Carolina, for 5

years and had been employed in this line of work for 5 years.

(3) In or about May 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON ordered the appraisal required by the lender to approve the loan of defendant VIRGINIA ROSE NOVRIT for the purchase of 1106 Pristine Place.

(i) Acts related to 8415 Coghill Trace, Duluth, Georgia (attempt)

(1) In or about January 30, 2005, defendant JOSEPH STERLING JETTON arranged for defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT to purchase 8415 Coghill Trace in Duluth, Georgia from Polo Tech Construction, the company of defendant MOHAMMAD AMIN HASSAMADI, for \$1,150,000, a price inflated to include payments listed on the February 11, 2005 amended New Construction Purchase and Sales Agreement of \$30,000 to Jetton's company, Precision Construction, \$195,000 to Eaglemont American Partners, the company of defendants DAVIS and NOVRIT, and \$200,000 to seller Crown Custom Homes, the company of defendant NIMAPOO.

(2) On or about May 13, 2005, defendants CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, and VIRGINIA ROSE NOVRIT caused a loan officer for Southern Investment Mortgage in Atlanta, Georgia, to submit a loan application in the name of defendant NOVRIT to lender C&G Financial for 8415 Coghill Trace, which application falsely represented that defendant NOVRIT had a monthly income of \$25,000, had been employed with defendant DAVIS' company,

C. Dave Davis LLC in Hilton Head Island, South Carolina, for 5 years and had been employed in this line of work for 5 years.

(3) On or about May 18, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON signed a memorandum as Project Manager for Crown Custom Homes with defendant HASSAN NIMAPOO as President/Owner which was faxed for delivery to the lender explaining why Polo Tech, Inc. was the seller of 8415 Coghill Trace.

(4) On or about June 1, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON signed a memorandum as Project Manager for Crown Custom Homes to be provided to lender C&G Financial with a false explanation of his increase of the 8415 Coghill Trace listed sales price from \$819,900 to the current \$1,150,000 price due to having "substantially upgraded, expanded all amenities to subject property."

(5) On or about June 8, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON caused an amendment to the Purchase and Sale Agreement to be prepared which included payments from the loan proceeds of \$30,000 to Jetton's company, Precision Construction, \$231,000 to Eaglemont American Partners, the company of defendants DAVIS and NOVRIT, and \$200,000 to Crown Custom Homes, the company of defendant NIMAPOO.

(6) On or about June 9, 2005, defendant CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, accompanied defendant VIRGINIA

ROSE NOVRIT to close the 8415 Coghill Trace loans totaling \$1,000,000 at the office of an Atlanta, Georgia closing attorney; defendants JOSEPH STERLING JETTON, HASSAN NIMAPOO and MOHAMMAD AMIN HASSAMADI also traveled to this NOVRIT loan closing.

(j) Acts related to 347 Temple Street, Atlanta, GA

(1) On or about April 14, 2005, in the Northern District of Georgia, defendant ARIEL HOPE SAMUEL, an illegal alien using her Ariel H. Carty alias, caused applications for mortgage loans totaling \$127,000 for the purchase of 347 Temple Street to be prepared with false borrower qualifying information, including her name, Social Security Number (hereinafter "SSN"), a representation that she was a United States citizen and an income of about \$6,300 per month as Treasurer/Executive Assistant of LL & Associates, the company of defendant LEON KELLY LUMSDEN, where she had worked for 5 years.

(2) On or about April 13, 2005, in the Northern District of Georgia, defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, caused a written Verification of Employment which he signed as COO of LL & Associates to be submitted to the mortgage broker, falsely verifying the employment of his girlfriend, defendant ARIEL HOPE SAMUEL, in her Ariel Carty alias, at LL & Associates.

(3) On or about April 21, 2005, in the Northern District of Georgia, defendant LEON KELLY LUMSDEN, responding as "Leon, the Senior Financial Advisor," orally verified to the employment of

defendant ARIEL HOPE SAMUEL, in her Ariel Carty alias, at LL & Associates.

(4) On or about May 10, 2005, in the Northern District of Georgia, defendant ARIEL HOPE SAMUEL, a/k/a Ariel Carty, attended the closing of mortgage loans totaling \$127,000 from Accredited Home Lenders for the purchase of 347 Temple Street as her primary residence where defendant SAMUEL signed loan applications in her Ariel H. Carty alias which contained the false representations as to her name, SSN, citizenship, employment, income, assets and liabilities.

(k) Acts related to 3192 Vivian Sykes Street, East Point, GA

(1) On or about May 2, 2005, in the Northern District of Georgia, defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, an illegal alien, caused an application for a \$148,500 mortgage loan for the purchase of 3194 Vivian Sykes Street to be prepared with false borrower qualifying information, including his SSN, his status as a United States citizen and his income of about \$10,000 per month as COO of LL & Associates, the company of defendant LEON KELLY LUMSDEN, where he had worked for 5.6 years.

(2) On or about May 19, 2005, in the Northern District of Georgia, defendant ARIEL HOPE SAMUEL, a/k/a Ariel Carty, signed as the leasing manager of Cachet Properties, and submitted to the mortgage broker, a false Verification of Rent for her boyfriend, defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, falsely

stating that he had leased from Cachet from August 1, 2002 until September 30, 2004, when defendant SAMUELS had, in fact, incorporated Cachet on November 4, 2005.

(3) On or about May 19, 2005, in the Northern District of Georgia, defendant LEON KELLY LUMSDEN caused a written Verificaton of Employment which he signed as CEO of LL & Associates to be submitted to the mortgage broker, falsely verifying the employment of defendant LAWRENCE S. REID as COO at LL & Associates.

(4) On or about June 1, 2005, in the Northern District of Georgia, defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, attended the closing conducted by defendant RAYMOND JOSEPH COSTANZO, JR. of mortgage loans totaling \$148,500 from Lexim Mortgage for the purchase of 3192 Vivian Sykes Street as his primary residence where defendant REID signed loan applications which contained the false representations as to his name, citizenship, SSN, employment, income, assets and liabilities.

(1) Acts related to 8415 Merion Drive, Duluth, GA

(1) On or about August 31, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, to purchase 8415 Merion Drive for \$1,320,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$50,000 to defendant JETTON's company, Precision Construction, \$256,000 to defendants REID and

ARIEL HOPE SAMUEL, a/k/a Ariel Carty, through their company, Raggstone, Inc., \$50,000 to defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," LEON KELLY LUMSDEN and DARYL MAURICE SMITH through G&L Holdings, \$50,000 to defendant WINGS through his company, Metropolitan Realty, and \$299,572 to seller Crown Custom Homes.

(2) On or about September 30, 2005, in the Northern District of Georgia, defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, an illegal alien, signed applications as the borrower for mortgage loans totaling \$1,320,000 for the purchase of 8415 Merion Drive with false borrower qualifying information, including his name, SSN, status as a United States citizen, \$600,000 on deposit in his account at Bank of America and an income of \$42,312 per month as an Investment Broker with LL & Associates Investment Firm, the company of defendant LEON KELLY LUMSDEN, where he had worked for 4 years and 5 months, which false and misleading applications were submitted by defendant OLYMPIA D. AMMONS as loan officer of mortgage broker, Ace Mortgage Funding, to the lender, First Franklin, a division of National City Bank of Indiana.

(3) In or about September 2005, in the Northern District of Georgia, defendant OLYMPIA D. AMMONS caused fake Bank of America statements for 2004 and 2005 to be created to reflect \$500,000 in an account of the defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid.

(4) On or about October 28, 2005, in the Northern

District of Georgia, defendant LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, attended the closing of mortgage loans totaling \$1,320,000 from First Franklin, a division of National City Bank of Indiana, for the purchase of 8415 Merion Drive as his primary residence where defendant REID signed loan applications which contained the false representations as to name, SSN, employment, income, assets and liabilities, and omitted the \$148,500 mortgage loan he had closed on June 1, 2005.

(5) On or about July 26, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON, LEON KELLY LUMSDEN, HASSAN NIMAPOO, DARYL MAURICE SMITH, LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, ARIEL HOPE SAMUEL, a/k/a Ariel Carty, and GREGORY JEROME WINGS, JR., a/k/a "G Money," caused closing attorney defendant JOSEPH RAYMOND COSTANZO, JR. to make disbursements of loan proceeds through their companies, including \$50,000 to defendant JETTON's company, Precision Construction, \$256,000 to Raggstone, Inc. for defendants REID and SAMUEL, \$50,000 to Metropolitan Realty for defendants WINGS, LUMSDEN and SMITH and \$299,572 to seller Crown Custom Homes, plus \$583,714 repayment of defendant NIMAPOO's construction loan.

(m) Acts related to 385 Lum Crowe Road, Roswell, GA (attempt)

(1) On or about October 23, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON, OLYMPIA D. AMMONS and LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, caused

an appraisal to be prepared for defendant REID's purchase of 385 Lum Crowe Road at the inflated price of \$1,319,000 from defendant HASSAN NIMAPOO's company, Crown Custom Homes.

(n) Acts related to Lexus RX 300

(1) On or about July 28, 2004, in the Northern District of Georgia, defendant ARIEL HOPE SAMUEL, an illegal alien using her Ariel H. Carty alias, signed an Excel Federal Credit Union application for a \$27,973 loan for the purchase of a Lexus RX 300, said application containing false qualifying information, including her name, SSN and her income of \$16,505 per month as an Assistant at LL & Associates, the company of defendant LEON KELLY LUMSDEN, where she had worked for 2 years.

(o) Acts related to Infiniti Q45

(1) On or about September 30, 2004, in the Northern District of Georgia, defendants LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, an illegal alien, and ARIEL HOPE SAMUEL, an illegal alien using her Ariel H. Carty alias, signed an Excel Federal Credit Union application as co-borrowers for a \$28,595 loan for the purchase of an Infiniti Q45, said application containing false qualifying information, including their names, SSNs and incomes of \$10,008 and \$1,730 per month, respectively, from LL & Associates, the company of defendant LEON KELLY LUMSDEN.

(p) Acts related to 372 Lum Crowe Road, Roswell, GA

(1) On or about June 15, 2005, in the Northern District

of Georgia, defendant LEON KELLY LUMSDEN introduced JOSEPH STERLING JETTON to defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," for defendant JETTON to arrange for defendant WINGS and his wife to purchase 372 Lum Crowe Road for \$1,300,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$37,500 to defendant JETTON's company, Precision Construction, \$340,000 to defendant WINGS through G&L Holdings and \$451,056 to seller Crown Custom Homes for defendant NIMAPOO.

(2) On or about June 15, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for appraisals of 372 Lum Crowe Road.

(3) On or about August 5, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," signed applications as the co-borrower for mortgage loans totaling \$1,248,000 for the purchase of 372 Lum Crowe Road with false borrower qualifying information for himself and his wife, including over \$1.1 million on deposit in his accounts at US Bank, Bank of America and Washington Mutual Bank, his income of \$26,875 per month as a Real Estate Broker with Metropolitan Realty where he had worked for 4 years and his wife's income of \$25,000 a month as Metropolitan Realty Project Manager where she had worked for 2 years and 5 months, which false and misleading applications were submitted by defendant OLYMPIA D. AMMONS as loan officer of

mortgage broker Ace Mortgage Funding to the lender, First Franklin, a division of National City Bank of Indiana.

(4) In or about August 2005, defendants OLYMPIA D. AMMONS and GREGORY JEROME WINGS, JR., a/k/a "G Money," caused fake Bank of America and Washington Mutual Bank statements for 2004 and 2005 to be created to reflect over \$900,000 in accounts of the defendant WINGS and his company, Metropolitan Realty.

(5) On or about September 22, 2005, in the Northern District of Georgia, defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," and OLYMPIA D. AMMONS caused false oral Verifications of Employment of defendant WINGS and his wife as Real Estate Brokers with Metropolitan Realty since 2001 to be made to lender First Franklin/National City Bank of Indiana.

(6) On or about July 26, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," attended the closing of mortgage loans totaling \$1,248,000 from First Franklin/National City Bank of Indiana for the purchase of 372 Lum Crowe Road as his primary residence, whereupon defendant WINGS signed in the presence closing attorney, defendant JOSEPH RAYMOND COSTANZO, JR., loan applications which contained false representations regarding his employment, income and deposits and the employment and income of his wife.

(7) On or about July 26, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON, HASSAN NIMAPOO and

GREGORY JEROME WINGS, JR., a/k/a "G Money," caused closing attorney defendant JOSEPH RAYMOND COSTANZO, JR. to make disbursements of loan proceeds to their companies, including \$37,500 to defendant JETTON's company, Precision Construction, \$340,000 to G&L Holdings for defendant WINGS and \$445,056 to seller Crown Custom Homes plus \$413,638 repayment of defendant NIMAPOO's construction loan.

(g) Acts related to 376 Lum Crowe Road, Roswell, GA (attempt)

(1) On or about June 15, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," and his wife to purchase 376 Lum Crowe Road for \$1,300,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$50,000 to defendant JETTON's company, Precision Construction, \$300,000 to defendants WINGS, LEON KELLY LUMSDEN and DARYL MAURICE SMITH through G&L Holdings and payment to seller Crown Custom Homes.

(r) Acts related to BMW 750 LI

(1) On or about November 5, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," signed, and caused his wife to sign, a BMW Financial Services Consumer Credit application for a \$85,415 extension of credit for the lease of a BMW 750 LI, said application containing false qualifying information, including an annual income for defendant WINGS of \$650,000, with \$450,000 from his work as a Real

Estate Broker with Metropolitan Realty in St. Louis, Missouri, where he had worked for 4 years, and \$250,000 from his rental property.

(s) Acts related to 8915 Doral Drive, Duluth, GA (attempt)

(1) On or about July 15, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for JAB to purchase 8915 Doral Drive for \$1,300,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$50,000 to defendant JETTON's company, Precision Construction, \$350,000 to JAB through his company Inclover Construction, LLC, and payments to seller Crown Custom Homes.

(2) On or about August 15, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON caused an appraisal to be prepared for JAB's purchase of 8915 Doral Drive at the inflated price.

(t) Acts related to 8925 Coghill Trace, Duluth, GA (attempt)

(1) On or about July 15, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for JOB to purchase 8925 Coghill Trace for \$1,250,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$50,000 to defendant JETTON's company, Precision Construction, \$375,000 to JAB through his company Baydean Construction Company, LLC, and payments to seller

Crown Custom Homes.

(u) Acts related to 8415 Coghill Trace, Duluth, GA (attempt)

(1) In or about July 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for JOB and JAB to purchase 8415 Coghill Trace for over \$1.3 million from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing to the companies of defendants JETTON and NIMAPOO, as well as the borrowers' company.

(2) In or about July 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for JOB and JAB to move into 8415 Coghill Trace prior to closing.

(v) Acts related to 376 Lum Crowe Road, Roswell, GA

(1) On or about June 15, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for defendant RONALD D. MARTIN, JR. to purchase 376 Lum Crowe Road for \$1,250,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$35,000 to defendant JETTON's company, Precision Construction, \$301,500 to defendants GREGORY JEROME WINGS, a/k/a "G Money," LEON KELLY LUMSDEN and DARYL MAURICE SMITH through G&L Holdings, \$20,000 to defendants WINGS, LUMSDEN and SMITH through Metropolitan Realty, and \$430,12 to seller Crown Custom Homes for defendant NIMAPOO.

(2) On or about June 15, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for

appraisals of 376 Lum Crowe Road.

(3) In or about July, 2005, in the Northern District of Georgia, defendant OLYMPIA D. AMMONS submitted loan applications in the name of borrower defendant RONALD D. MARTIN, JR. for mortgage loans totaling \$1,250,000 for the purchase of 376 Lum Crowe Road with false borrower qualifying information, including over \$650,000 on deposit in his account at Bank of America, income of \$24,180 per month as Owner/Vice President of C&L Cleaning, Inc., where he had worked for 9 years and 10 months, which false and misleading applications were submitted by defendant AMMONS as loan officer of mortgage broker Ace Mortgage Funding to the lender, First Franklin, a division of National City Bank of Indiana.

(4) In or about August 9, 2005, defendants OLYMPIA D. AMMONS and GREGORY JEROME WINGS, JR., a/k/a "G Money," caused fake Bank of America statements for 2004 and 2005 to be created and submitted via fax to lender First Franklin/National City Bank of Indiana from R&T Development to reflect over \$600,000 in a C&L Cleaning Services account in support of the MARTIN loan applications.

(5) On or about August 10, 2005, in the Northern District of Georgia, defendant OLYMPIA D. AMMONS caused Business Information Printout for C&L Cleaning Service, Inc., listing defendant RONALD D. MARTIN, JR. as the CEO/CFO and defendant GREGORY J. WINGS, JR. as the Secretary, to be submitted to First

Franklin/National City Bank of Indiana in support of the MARTIN loan applications.

(6) On or about August 23, 2005, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS and GREGORY J. WINGS, JR. caused a false oral Verification of Employment of defendant RONALD D. MARTIN's permanent position at C&L Cleaning to be submitted to the lender.

(7) On or about May 2, June 23, August 8, August 10, September 9, November 2, November 17 and December 28, 2005 and February 2, 2006, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," made payments on a line of credit fraudulently obtained from a bank in the name of C&L Cleaning Service with the assistance of defendant LEON KELLY LUMSDEN.

(8) On or about August 24, 2005, in the Northern District of Georgia, defendant RONALD D. MARTIN, JR. attended the closing by defendant RAYMOND JOSEPH COSTANZO, JR. of mortgage loans totaling \$1,250,000 from First Franklin, a division of National City Bank of Indiana, for the purchase of 376 Lum Crowe Road as his primary residence, whereupon defendant MARTIN signed loan applications which contained false representations regarding his employment, income and deposits, falsely represented that no part of his down payment was borrowed and omitted over \$700,000 in mortgage loans he had closed on June 14 and August 10, 2005.

(9) On or about August 24, 2005, in the Northern District of Georgia, defendant RONALD D. MARTIN, JR. signed a HUD 1 Settlement Statement presented to him by closing attorney defendant RAYMOND JOSEPH COSTANZO, JR. for the closing of 376 Lum Crowe Road, approving the false entry, "\$5,773.84 cash from borrower," when the MARTIN down payment was, in fact, provided by defendant GREGORY J. WINGS, JR. via a cashiers check payable to the closing attorney listed on the HUD1 Settlement Statement.

(10) On or about August 24, 2005, in the Northern District of Georgia, defendant RONALD D. MARTIN, JR. signed an Occupancy Declaration falsely certifying that he would be occupying the property as his primary residence for at least a year.

(11) On or about August 24, 2005, in the Northern District of Georgia, defendant LEON KELLY LUMSDEN moved into 376 Lum Crowe Road, while defendant RONALD D. MARTIN, JR. continued to reside in his Lithonia, Georgia home.

(12) On or about August 24, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON, LEON KELLY LUMSDEN, RONALD D. MARTIN, JR., HASSAN NIMAPOO, DARYL MAURICE SMITH and GREGORY JEROME WINGS, JR., a/k/a "G Money," caused closing attorney defendant JOSEPH RAYMOND COSTANZO, JR. to make disbursements of loan proceeds to their companies, including \$35,000 to defendant JETTON's company, Precision Construction, \$301,500 to G&L Holdings and \$20,000 to Metropolitan Realty for

defendant WINGS, MARTIN, LUMSDEN and Smith and \$430,012 to seller Crown Custom Homes, plus \$439,919 repayment of defendant NIMAPOO's construction loan.

(13) On or about August 25, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money" wrote a check drawn on the G&L Holdings account in the amount of \$75,000 payable to defendant RONALD D. MARTIN, JR.

(14) On or about August 25, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," wrote a check drawn on the G&L Holdings account in the amount of \$196,800 payable to defendant LEON KELLY LUMSDEN.

(15) On or about August 31, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," wrote a check drawn on the G&L Holdings account in the amount of \$30,000 for R&T Development.

(w) Act related to 8730 Sawgrass Way, Duluth, GA

(1) On or about August 28, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for defendant ANDRE B. BENSON to persuade his mother, DMB, a retired school teacher on a limited income, to purchase 8730 Sawgrass Way for \$1,379,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$40,000 to defendant JETTON's company, Precision Construction, \$260,000 to defendant ANDRE B. BENSON through his company, TBG,

LLC, \$50,000 to G&L Holdings and \$50,000 to Metropolitan Realty for defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," LEON KELLY LUMSDEN and DARYL MAURICE SMITH, \$25,000 to M&A Enterprises and \$344,919 to seller Crown Custom Homes for defendant NIMAPOO.

(2) In or about September 25, 2005, in the Northern District of Georgia, defendant OLYMPIA D. AMMONS submitted loan applications in the name of DMB, defendant ANDRE B. BENSON'S mother, for mortgage loans totaling \$1,379,000 for the purchase of 3730 Sawgrass Way with false borrower qualifying information including over \$600,000 on deposit in her account at Wachovia Bank, income of \$29,783 per month as President of A&E International Satellite Industries, Inc. where she had worked for 11 years, which false and misleading applications were submitted by defendant AMMONS as loan officer of mortgage broker Ace Mortgage Funding to the lender, First Franklin, a division of National City Bank of Indiana.

(3) On or about August 26, 2005 and on or about November 2, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," made payments on a line of credit fraudulently obtained from a bank with the assistance of defendant LEON KELLY LUMSDEN in the name of A&E International Satellite Industries, Inc.

(4) On or about September 12, 2005, defendants OLYMPIA D. AMMONS and GREGORY J. WINGS, JR., a/k/a "G Money," caused fake

Wachovia Bank statements for 2004 and 2005 to be created and submitted to lender First Franklin/National City Bank of Indiana to reflect over \$600,000 in an A&E International Satellite Industries account in support of the loan applications of DMB, the mother of defendant ANDRE B. BENSON.

(5) On or about October 14, 2005, in the Northern District of Georgia, defendant OLYMPIA D. AMMONS caused Business Information Printout for A&E International Satellite Industries, Inc., listing DMB, the mother of defendant ANDRE B. BENSON, as the CEO, CFO and Secretary to be submitted to First Franklin/National City Bank of Indiana in support of her loan applications.

(6) On or about October 28, 2005, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS and GREGORY J. WINGS, JR., a/k/a "G Money," caused a false oral Verification of Employment of DMB, the mother of defendant ANDRE B. BENSON, in the permanent position of President of A&E International Satellite Industries to be submitted to the lender.

(7) On or about October 31, 2005, in the Northern District of Georgia, defendant ANDRE B. BENSON attended the closing conducted by defendant RAYMOND JOSEPH COSTANZO, JR. of the DMB mortgage loans totaling \$1,379,000 from First Franklin/National City Bank of Indiana for the purchase of 8730 Sawgrass Way as her primary residence, whereupon loan applications were signed which contained false representations regarding her employment, income

and deposits.

(8) On or about October 31, 2005, in the Northern District of Georgia, defendant ANDRE B. BENSON caused his mother, DMB, to sign an Occupancy Declaration presented to her by closing attorney defendant RAYMOND JOSEPH COSTANZO, JR., falsely representing that this property would be her primary residence.

(9) On or about October 31, 2005, in the Northern District of Georgia, defendants ANDRE B. BENSON, JOSEPH STERLING JETTON, LEON KELLY LUMSDEN, HASSAN NIMAPOO, DARYL MAURICE SMITH and GREGORY JEROME WINGS, JR., a/k/a "G Money," caused closing attorney defendant JOSEPH RAYMOND COSTANZO, JR. to make disbursements of loan proceeds to their companies, including \$40,000 to defendant JETTON's company, Precision Construction, \$260,000 to TGB, LLC, the company of defendant BENSON, \$50,000 to G&L Holdings and \$50,000 to Metropolitan Realty for defendant WINGS, MARTIN, LUMSDEN and SMITH and \$344,919 to seller Crown Custom Homes, plus \$581,120 repayment of defendant NIMAPOO's construction loan.

(x) Acts related to 8415 Coghill Trace, Duluth, GA (attempt)

(1) On or about January 6, 2005, defendant MOHAMED "MO" BAYORH caused incorporation papers to be filed in Nevada for Fairington Winslow, Inc., listing defendant BAYORH as President, Director, Treasurer and Secretary.

(2) On or about November 9, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for

defendant MOHAMED "MO" BAYORH to purchase 8415 Coghill Trace for \$1,380,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$50,000 to defendant JETTON's company, Precision Construction, \$291,000 to Fairington Winslow, Inc., a company formed by defendant BAYORH, \$75,000 to G&L Holdings and \$50,000 to Metropolitan Realty for defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," LEON KELLY LUMSDEN and DARYL MAURICE SMITH and payment to seller Crown Custom Homes.

(y) Act related to 395 Lum Crowe Road, Roswell, GA

(1) On or about September 30, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON and DARYL MAURICE SMITH arranged for defendant ATTEMERELL SMITH to purchase 395 Lum Crowe Road for \$1,319,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$40,000 to defendant JETTON's company, Precision Construction, \$325,000 to G&L Holdings and \$20,000 to Metropolitan Realty for defendants DARYL MAURICE SMITH, GREGORY JEROME WINGS, JR., a/k/a "G Money," and LEON KELLY LUMSDEN and \$123,790 to seller Crown Custom Homes for defendant NAMIPOO.

(2) On or about November 3, 2005, in the Northern District of Georgia, defendants DARYL MAURICE SMITH and OLYMPIA D. AMMONS submitted loan applications in the name of defendant ATTEMERELL SMITH for mortgage loans totaling \$1,260,000 for the

purchase of 395 Lum Crowe Road with false borrower qualifying information including \$647,000 on deposit in her account at Bank of America and an additional \$562,000 in two other accounts, income of \$29,166 per month as President of McSmith Properties at 3500 Lenox Road in Atlanta, Georgia, where she had worked for 9 years, which false and misleading applications were submitted by defendant AMMONS as loan officer of mortgage broker Ace Mortgage Funding to the lender, First Franklin, a division of National City Bank of Indiana.

(3) On or about September 12, 2005, defendants OLYMPIA D. AMMONS, DARLY MAURICE SMITH and GREGORY J. WINGS, JR. caused fake Bank of America statements for 2004 and 2005 to be created and submitted to lender First Franklin/National City Bank of Indiana to reflect over \$700,000 in a McSmith properties account in support of the loan applications of defendant ATTEMERELL SMITH.

(4) On or about November 15, 2005, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS, DARYL MAURICE SMITH and GREGORY J. WINGS, JR. caused a false oral Verification of Employment of defendant ATTEMERELL SMITH permanent position as owner of McSmith Properties.

(5) On or about November 15, 2005, in the Northern District of Georgia, defendants ATTEMERELL SMITH and DARYL MAURICE SMITH attended the closing by defendant RAYMOND JOSEPH COSTANZO, JR. of mortgage loans totaling \$1,260,000 from First

Franklin/National City Bank of Indiana for the purchase by defendant A. SMITH of 395 Lum Crowe Road as her primary residence, whereupon loan applications were signed which contained false representations regarding her employment, income and deposits and that no part of her down payment was borrowed.

(6) On or about November 15, 2005, in the Northern District of Georgia, defendant ATTEMERELL SMITH signed an Occupancy Declaration presented to her by closing attorney defendant RAYMOND JOSEPH COSTANZO, JR., falsely representing that this property would be her primary residence for a least a year.

(7) On or about November 15, 2005, defendant DARYL MAURICE SMITH moved into 395 Lum Crowe Road in Duluth, Georgia and soon thereafter defendant ATTEMERELL SMITH returned to her residence in North Carolina.

(8) On or about November 15, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON, LEON KELLY LUMSDEN, HASSAN NIMAPOO, DARYL MAURICE SMITH and GREGORY JEROME WINGS, JR., a/k/a "G Money" caused closing attorney defendant JOSEPH RAYMOND COSTANZO, JR. to make disbursements of loan proceeds to their companies, including \$40,000 to defendant JETTON's company, Precision Construction, \$325,000 to G&L Holdings and \$20,000 to Metropolitan Realty for defendants DARYL SMITH, WINGS and LUMSDEN and \$123,790 to seller Crown Custom Homes, plus \$728,851 repayment of defendant NIMAPOO's construction loan.

(9) On or about November 15, 2005, in the Northern District of Georgia, defendant ATTEMERELL SMITH signed a HUD1 Settlement Statement falsely representing that \$7,041.36 was "cash from borrower."

(10) On or about November 16, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money" wrote a \$205,458.64 check on the G&L Holdings account payable to McSmith Properties, the company of defendant DARYL MAURICE SMITH, and purchased a Bank of America cashier check in the amount of \$7,041.36 payable to the closing attorney listed on the HUD1 Settlement Statement for the SMITH loans.

(z) Act related to 700 Old Saddle Lane, Alpharetta, GA

(1) On or about October 28, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON and MOHAMED "MO" BAYORH arranged for LLK to purchase 700 Old Saddle Lane for \$1,619,000 from JT, a seller arranged by defendant RANDAL THARP, at a price inflated to include payments at closing of \$69,000 to defendant JETTON's company, Precision Construction, \$350,000 to Fairington Winslow, a company formed by defendant BAYORH, \$100,000 to G&L Holdings and \$20,000 to Metropolitan Realty for defendants GREGORY JEROME WINGS, JR., a/k/a "G Money", DARYL MAURICE SMITH and LEON KELLY LUMSDEN and \$458,228 to JT, the seller arranged by defendant THARP.

(2) In or about November 2005, in the Northern District

of Georgia, defendants MOHAMED "MO" BAYORH and OLYMPIA D. AMMONS caused loan applications in the name of LLK to be submitted for mortgage loans totaling \$1,538,050 for the purchase of 700 Old Saddle Road with false borrower qualifying information including \$893,000 on deposit in her account at Bank of America, income of \$40,000 per month as Vice President of Integrated International at 3340 Peachtree Street, Suite 1800, Atlanta, Georgia, where she had worked for 5 years, which false and misleading applications were submitted by defendant AMMONS as loan officer of mortgage broker Ace Mortgage Funding to the lender, Bear Stearns Residential Mortgage in Scottsdale, Arizona.

(3) On or about November 22, 2005, defendants OLYMPIA D. AMMONS and MOHAMED "MO" BAYORH caused a fake Verification of Deposit from Bank of America to be submitted to lender Bear Stearns in support of the LLK loan applications.

(4) On or about November 30, 2005, in the Northern District of Georgia, defendant MOHAMED "MO" BAYORH made a false oral Verification of Employment of LLK's position as Vice President of Integrated International since 2000.

(5) On or about November 30, 2005, defendant MOHAMED "MO" BAYORH caused LLK to fly into the Atlanta airport to sign closing documents whereupon LLK returned immediately to Texas where she resided.

(6) On or about November 30, 2005, at the Atlanta

airport, defendant MOHAMED "MO" BAYORH caused to be closed the mortgage loans totaling \$1,538,050 from Bear Stearns Residential Mortgage for the purchase by LLK of 700 Old Saddle Road as her primary residence, whereupon loan applications were signed by LLK which contained false representations regarding her employment, income and deposits and that no part of her down payment was borrowed.

(7) On or about November 30, 2005, in the Northern District of Georgia, defendant MOHAMED "MO" BAYORH caused LLK to sign an Occupancy Declaration, falsely representing that this property would be her primary residence for a least a year.

(8) In or about November 2005, defendant MOHAMED "MO" BAYORH told borrower LLK that he would rent out 700 Old Saddle Lane for her and that his attorney, "Mr. Fairington Winslow," would make the mortgage payments for a year, at which time the property would be sold to a prearranged buyer at a profit to defendant BAYORH and LLK.

(9) On or about November 30, 2005, in the Northern District of Georgia, defendants MOHAMED "MO" BAYORH, JOSEPH STERLING JETTON, LEON KELLY LUMSDEN, DARYL MAURICE SMITH, RANDAL THARP and GREGORY JEROME WINGS, JR., a/k/a "G Money," caused disbursements of loan proceeds to be made to their companies, including \$69,000 to defendant JETTON's company, Precision Construction, \$350,000 to Fairington Winslow, Inc., a company

formed by defendant BAYORH, \$100,000 to G&L Holdings and \$20,000 to Metropolitan Realty for defendants WINGS, LUMSDEN and SMITH and \$458,228 to the seller arranged by defendant THARP, plus \$596,326 repayment of defendant THARP's construction loan.

(10) On or about November 30, 2005, in the Northern District of Georgia, defendant MOHAMED BAYORTH caused LLK to sign a HUD1 Settlement Statement falsely representing that \$91,308.56 was "cash from borrower."

(11) On or about November 31, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," purchased a Bank of America cashiers check in the amount of \$91,308.56 payable to the closing attorney listed on the HUD1 Settlement Statements for the LLK loans.

(aa) Act related to 3075 Francis Rd, Alpharetta, GA

(1) On or about September 19, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON arranged for defendant CALVIN LEE WRIGHT and his wife to purchase 3075 Francis Road for \$1,850,000 from JT, a seller arranged by defendant RANDAL THARP, at a price inflated to include payments at closing of \$50,000 to defendant JETTON's company, Precision Construction, \$272,000 to Talko, Inc., a company owned by defendant WRIGHT, \$50,000 to G&L Holdings and \$128,000 to Metropolitan Realty for defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," DARYL MAURICE SMITH and LEON KELLY LUMSDEN and \$356,566 to JT, the seller

arranged by defendant THARP.

(2) In or about October 12, 2005, in the Northern District of Georgia, defendant CALVIN LEE WRIGHT acquired L&H Marketing, Inc., a "shelf" or dormant company, and listed himself as Registered Agent and his wife as CEO and Secretary with the Office of the Georgia Secretary of State.

(3) In or about October 18, 2005, in the Northern District of Georgia, defendant OLYMPIA D. AMMONS caused loan applications in the name of defendant CALVIN LEE WRIGHT and his wife to be submitted for mortgage loans totaling \$1,887,500 for the purchase of 3075 Francis Road with false borrower qualifying information, including \$552,590 on deposit in their account at AG Edwards/Bank of America, income for defendant WRIGHT of \$17,900 per month as CFO/Vice President of L&H Marketing at 5300 Memorial Drive in Stone Mountain, Georgia for 7 years with 10 years in this line of work, income of defendant WRIGHT's wife of \$18,700 per month as President of L&H Marketing where she had worked for 7 years with 10 years in this line of work, which false and misleading applications were submitted by defendant AMMONS as loan officer of mortgage broker Ace Mortgage Funding to the lender, Marshall BankFirst.

(4) On or about December 21, 2005, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS and CALVIN LEE WRIGHT caused fake A. G. Edwards & Sons records in the name of defendant WRIGHT and his wife listing over \$540,000 in their

account to be faxed by IFG & Associates to loan officer AMMONS for lender Marshall BankFirst with a cover "CPA letter" from IFG & Associates certifying that the WRIGHT's down payment would be from personal funds.

(5) On or about September 1, 2005 and on or about January 20, 2006, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money" paid an accountant with IFG & Associates \$1,500 and \$1,600 from the G&L Holdings account.

(6) On or about December 23, 2005, in the Northern District of Georgia, defendant RAYMOND JOSEPH COSTANZO, JR. closed the mortgage loans totaling \$1,887,500 from Marshall BankFirst for the purchase by defendant CALVIN LEE WRIGHT and his wife of 3075 Francis Road as their primary residence, whereupon loan applications were signed which contained false representations regarding their employment, income and deposits and that no part of their down payment was borrowed.

(7) On or about December 23, 2005, in the Northern District of Georgia, defendants CALVIN LEE WRIGHT and RAYMOND JOSEPH COSTANZO, JR. signed a HUD1 Settlement Statement falsely certifying that the \$77,218.87 WRIGHT down payment was "cash from borrower."

(8) On or about December 23, 2005, in the Northern District of Georgia, defendant CALVIN LEE WRIGHT and his wife signed an Owner Occupancy Agreement presented to them by closing

attorney defendant RAYMOND JOSEPH COSTANZO, JR., falsely representing that 3075 Francis Road would be their primary residence for a least a year; during this same loan closing defendant RANDALL THARP, who attended closing and signed all seller documents for his wife, leased this property for his personal residence from defendant WRIGHT, who then returned to New York where he was employed by a phone company.

(9) On or about December 23, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON, LEON KELLY LUMSDEN, DARYL MAURICE SMITH, RANDAL THARP, GREGORY JEROME WINGS, JR., a/k/a "G Money" and CALVIN LEE WRIGHT caused closing attorney defendant JOSEPH RAYMOND COSTANZO, JR. to make disbursements of loan proceeds to their companies, including \$50,000 to defendant JETTON's company, Precision Construction, \$272,000 to defendant WRIGHT's company, Talko, Inc., \$50,000 to G&L Holdings and \$128,000 to Metropolitan Realty for defendants WINGS, LUMSDEN and SMITH and \$356,566 to the seller arranged by defendant THARP plus \$924,320 repayment of defendant THARP's construction loans.

(10) On or about December 27, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," purchased a Bank of America cashiers check in the amount of \$77,218.87 payable to the closing attorney listed on the HUD1 Settlement Statements for the WRIGHT loans.

(bb) Act related to 8905 Colonial Dr, Duluth, GA

(1) On or about September 18, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON arranged for defendant CALVIN LEE WRIGHT and his wife to purchase 8905 Colonial Drive for \$1,900,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO, at a price inflated to include payments at closing of \$50,000 to defendant JETTON's company, Precision Construction, \$255,000 to Talko, Inc., a company owned by defendant WRIGHT, \$50,000 to G&L Holdings and \$135,000 to Metropolitan Realty for defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," DARYL MAURICE SMITH and LEON KELLY LUMSDEN and \$832,641 to seller Crown Custom Homes for defendant NIMAPOO.

(2) On or about October 18, 2005, in the Northern District of Georgia, defendant CALVIN LEE WRIGHT and his wife caused to be submitted loan applications for mortgage loans totaling \$1,805,000 for the purchase of 8905 Colonial Drive with false borrower qualifying information, including \$822,000 on deposit in their account at Bank of America, income for defendant WRIGHT of \$25,500 per month as CFO of L&H Marketing at 5300 Memorial Drive in Tucker, Georgia for 3 years with 13 years in this line of work, income of defendant WRIGHT's wife of \$25,733 per month as Owner/CEO of L&H Marketing where she had worked for 3 years with 10 years in this line of work, which false and misleading applications were submitted to the lender, Bear Stearns

Residential Mortgage.

(3) On or about October 31, 2005, in the Northern District of Georgia, defendant CALVIN LEE WRIGHT caused fake A. G. Edwards & Sons and Bank of America records of deposits of over \$3 million in the names of defendant WRIGHT, his wife and L&H Marketing to be submitted to lender Bear Stearns.

(4) On or about December 21, 2005, in the Northern District of Georgia, defendant CALVIN LEE WRIGHT caused a "CPA letter" from IFG & Associates certifying that the WRIGHT's down payment would be from personal funds, with one of the signors on this letter being paid by defendant GREGORY JEROME WINGS, JR., a/k/a "G Money."

(5) On or about December 29, 2005, in the Northern District of Georgia, defendant RAYMOND JOSEPH COSTANZO, JR. closed mortgage loans totaling \$1,805,000 from Bear Stearns Residential Mortgage for the purchase by defendant CALVIN LEE WRIGHT and his wife of 8905 Colonial Drive as their primary residence, whereupon defendant WRIGHT signed loan applications which contained false representations regarding his employment, income and deposits and that of his wife, falsely represented that no part of their down payment was borrowed and omitted the over \$1.8 million in mortgage loans he closed on December 23, 2005.

(6) On or about December 29, 2005, in the Northern District of Georgia, defendants CALVIN LEE WRIGHT and RAYMOND

JOSEPH COSTANZO, JR. signed a HUD1 Settlement Statement falsely certifying that the \$74,892.93 down payment was "cash from borrower."

(7) On or about December 29, 2005, in the Northern District of Georgia, defendant CALVIN LEE WRIGHT and his wife signed an Occupancy Affidavit and an Occupancy Certification presented to them by closing attorney defendant RAYMOND JOSEPH COSTANZO, JR., falsely representing that 8905 Colonial Drive would be their primary residence for a least a year; thereafter, defendant WRIGHT returned to New York where was employed by a phone company.

(8) On or about December 29, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON, LEON KELLY LUMSDEN, HASSAN NIMAPOO, DARYL MAURICE SMITH, GREGORY JEROME WINGS, JR., a/k/a "G Money," and CALVIN LEE WRIGHT caused closing attorney defendant JOSEPH RAYMOND COSTANZO, JR. to make disbursements of loan proceeds to their companies, including \$50,000 to defendant JETTON's company, Precision Construction, \$255,000 to defendant WRIGHT's company, Talko, Inc., \$50,000 to G&L Holdings and \$135,000 to Metropolitan Realty for defendants WINGS, LUMSDEN and SMITH and \$832,641 to the seller Crown Custom homes, plus \$501,403 repayment of defendant NIMAPOO's construction loans.

(9) On or about December 30, 2005, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G

Money," purchased a Bank of America cashiers check in the amount of \$74,892.93 payable to the closing attorney listed on the HUD1 Settlement Statements for the WRIGHT loans.

(cc) Act related to 110 Ryan Lake Trail, Alpharetta, GA

(1) On or about November 21, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for defendant RICARDO ANTONIO MYRIE to purchase 110 Ryan Lake Trail for \$3,249,000 from Paddocks Development, the company of defendant RANDALL THARP, at a price inflated to include payments at closing of \$77,510 to defendant JETTON's company, Precision Construction, \$600,000 to NK Design, a company owned by a friend of defendant MYRIE, \$150,000 to G&L Holdings and \$77,510 to Metropolitan Realty for defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," DARYL MAURICE SMITH and LEON KELLY LUMSDEN and \$680,336 to seller Paddocks Development for defendant THARP.

(2) On or about November 18, 2005, in the Northern District of Georgia, defendant RICARDO ANTONIO MYRIE caused a "CPA letter" regarding his business affairs to be submitted to lender Bear Stearns.

(3) On or about December 15, 2005, in the Northern District of Georgia, defendant RICARDO ANTONIO MYRIE caused to be submitted loan applications for mortgage loans totaling \$3,049,200 for the purchase of 110 Ryan Lake Drive with false borrower qualifying information, including \$414,000 at on deposit at

SunTrust Bank, income of \$65,000 per month as a CEO of Mad Crew in Mount Vernon, New York for 15 years, which false and misleading applications were submitted lender Bear Stearns Residential Mortgage.

(4) On or about January 6, 2006, in the Northern District of Georgia, defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," and RICARDO ANTONIO MYRIE caused fake SunTrust Bank statement reflecting over \$414,000 on deposit in defendant MYRIE's personal account to be submitted to lender Bear Stearns.

(5) On or about January 11, 2006, in the Northern district of Georgia, defendant RAYMOND JOSEPH COSTANZO, JR. closed mortgage loans totaling \$3,049,200 from Bear Stearns Residential Mortgage for the purchase by defendant RICARDO ANTONIO MYRIE of 110 Ryan Lake Trail as his primary residence, whereupon defendant MYRIE signed loan applications which contained false representations regarding his employment, \$65,000 a month income and SunTrust deposits of \$606,881 and that no part of his down payment was borrowed.

(6) On or about January 11, 2006, in the Northern District of Georgia, defendants RICARDO ANTONIO MYRIE and RAYMOND JOSEPH COSTANZO, JR. signed a HUD1 Settlement Statement falsely certifying that defendant MYRIE's \$174,956.01 down payment was "cash from borrower."

(7) On or about January 11, 2006, in the Northern

District of Georgia, defendant RICARDO ANTONIO MYRIE signed an Occupancy Affidavit, presented to him by closing attorney defendant RAYMOND JOSEPH COSTANZO, JR., falsely representing that 110 Ryan Lake Trail would be his primary, full-time residence for a least a year; thereafter, defendant MYRIE continued to live together with his mother and wife in their Buford, Georgia home.

(8) On or about January 11, 2005, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON, LEON KELLY LUMSDEN, RICARDO ANTONIO MYRIE, DARYL MAURICE SMITH, RANDALL THARP, and GREGORY JEROME WINGS, JR., a/k/a "G Money," caused closing attorney defendant JOSEPH RAYMOND COSTANZO, JR. to make disbursements of loan proceeds to their companies, including \$77,510 to defendant JETTON's company, Precision Construction, \$600,000 to NK Design, a company by a friend of defendant MYRIE, \$150,000 to G&L Holdings and \$77,510 to Metropolitan Realty for defendants WINGS, LUMSDEN and SMITH and \$680,336 to seller Paddocks Development, plus \$1,435,297 repayment of defendant THARP's construction loan.

(9) On or about January 12, 2005, in the Northern District of Georgia, defendant RICARDO ANTONIO MYRIE caused a \$170,000 cashiers check to be purchased from Bank of America and an \$4,956.01 official check to be purchased from SunTrust Bank from his Bear Stearns loan proceeds payable to the closing attorney listed on the HUD1 Settlement Statements for his loans.

(10) On or about January 11, 2005, in the Northern District of Georgia, defendant RICARDO ANTONIO MYRIE delivered the NK Design \$600,000 loan proceeds check to his friend, who deposited it into the NK Design account at SunTrust Bank and wrote a NK Design check to defendant MYRIE for \$600,000; thereafter, defendant MYRIE purchased a series of five rolling SunTrust Certificates of Deposit which he caused to be converted to three cashiers checks on March 15, 2006 upon being contacted by the FBI.

(dd) Acts related to 384 Lum Crowe Rd, Roswell, GA

(1) On or about August 15, 2005, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for defendant RAYMOND JOSEPH COSTANZO, JR. to purchase 384 Lum Crowe Road for \$1,659,000 from Crown Custom Homes, the company of defendant HASSAN NIMAPOO at a price inflated to include payments at closing of \$50,000 to defendant JETTON's company, Precision Construction, \$386,000 to G&L Holdings and \$10,000 to Metropolitan Realty for defendants COSTANZO, GREGORY JEROME WINGS, JR., a/k/a "G Money," DARYL MAURICE SMITH and LEON KELLY LUMSDEN through and \$441,364 to the seller Crown Custom Homes for defendant NIMAPOO.

(2) On or about December 5, 2005, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS and RAYMOND JOSEPH COSTANZO, JR. caused to be submitted signed loan applications for mortgage loans totaling \$1,576,050 for the purchase by defendant COSTANZO of 384 Lum Crowe Road with false

borrower qualifying information, including \$1,026,709 on deposit at Bank of America, income of \$41,350 per month as Owner of Advanced Business Enterprises for 4.4 years with 6 years in this line of work, which false and misleading applications were submitted lender Marshall BankFirst.

(3) In or about December, 2005, defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," RAYMOND JOSEPH COSTANZO, JR. and OLYMPIA D. AMMONS caused fake Bank of America statement reflecting over \$1,000,000 on deposit in defendant COSTANZO's Advanced Business Enterprises, Inc. account to be submitted to lender Marshall BankFirst.

(4) On or about January 4, 2006, in the Northern District of Georgia, defendant OLYMPIA D. AMMONS submitted a Corporate Name printout of Advanced Business Enterprises, Inc. to lender Marshall BankFirst listing defendant RAYMOND JOSEPH COSTANZO, JR. as the Registered Agent.

(5) On or about January 13, 2006, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON obtained from the designated closing attorney closing documents and disbursement checks for the RAYMOND JOSEPH COSTANZO, JR. mortgage loans totaling \$1,576,050 to be funded by Marshall BankFirst for the purchase 384 Lum Crowe Road as defendant COSTANZO's primary residence and caused the closing documents to be signed by defendants COSTANZO and NIMAPOO outside the presence of the designated closing attorney.

(6) On or about January 13, 2006, in the Northern District of Georgia, defendant RAYMOND JOSEPH COSTANZO, JR. signed loan applications outside the presence of the designated closing attorney which contained false representations regarding his employment, income and deposits and that no part of his down payment was borrowed.

(7) On or about January 13, 2006, in the Northern district of Georgia, defendant RAYMOND JOSEPH COSTANZO, JR. signed a HUD1 Settlement Statement, outside of the presence of the designated closing attorney, falsely certifying that defendant COSTANZO's \$66,819.08 down payment was "cash from borrower."

(8) On or about January 13, 2006, in the Northern District of Georgia, defendant RAYMOND JOSEPH COSTANZO, JR. signed an Occupancy Agreement, falsely representing that 384 Lum Crowe Road would be his primary residence for a least a year; thereafter, defendant COSTANZO continued to reside elsewhere.

(9) On or about January 13, 2006, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON delivered checks signed by the designated closing attorney containing disbursement of defendant RAYMOND JOSEPH COSTANZO's loan proceeds, including a \$50,000 check to defendant JETTON's company, Precision Construction, a \$386,000 check to G&L Holdings and a \$10,000 check to Metropolitan Realty for defendants COSTANZO, GREGORY JEROME WINGS, JR., a/k/a "G Money," LEON KELLY LUMSDEN and DARYL MAURICE

SMITH and a \$441,364 to seller Crown Custom Homes for defendant NIMAPOO.

(10) On or about January 17, 2006, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," wrote two checks on the G&L Holdings account for defendant JOSEPH RAYMOND COSTANZO, JR., being a \$66,819.08 check for defendant COSTANZO's down payment and a \$250,000 check as payment to defendant COSTANZO for obtaining the loans for the purchase of 384 Lum Crowe Road.

(11) On or about January 17, 2006, in the Northern District of Georgia, defendant JOSEPH RAYMOND COSTANZO, JR. deposited into his personal account the \$66,819.08 and \$250,000 checks from defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," and, thereafter, on or about January 19, 2006, purchased a \$66,819.08 Bank of America cashiers check which defendant COSTANZO deposited into the escrow account of the attorney who was designated to close his loans for 384 Lum Crowe.

(ee) Acts related to 8915 Doral Dr, Roswell, GA

(1) On or about January, 2006, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for defendant MOHAMED "MO" BAYORH to purchase 8915 Doral Drive for \$1,380,000 from Crown Custom Homes and Polo Tech Construction, the companies of defendants HASSAN NIMAPOO and MOHAMMAD AMIN HASSAMADI at a price inflated to include payments at closing of \$50,000 to defendant

JETTON's company, Precision Construction, \$197,000 to defendant BAHORH's company, Fairington Winslow, Inc., \$173,500 to G&L Holdings for defendants GREGORY JEROME WINGS, JR., a/k/a "G Money," DARYL MAURICE SMITH and LEON KELLY LUMSDEN and \$358,922 to seller Crown Custom Homes for defendants NIMAPOO and HASSAMADI.

(2) On or about December 5, 2005, in the Northern District of Georgia, defendant OLYMPIA D. AMMONS caused defendant MOHAMED "MO" BAYORH to sign applications for mortgage loans totaling \$1,311,000 for the purchase of 819 Doral Drive with false borrower qualifying information, including income of \$40,000 per month as President of Integrated International at 3340 Peachtree Road, Suite 1800, Atlanta, Georgia for 6 years and 4 months with 10 years in this line of work, and rental history for 5 years at 385 Darter NW, Kennesaw, Georgia at \$5,200 a month, which false and misleading applications were submitted to lender Marshall BankFirst.

(3) On or about December 5, 2005, in the Northern District of Georgia, defendant MOHAMED "MO" BAYORH stated on his loan applications that the title for 8915 Doral Drive was to be held in the name of Fairington Winslow, Inc.

(4) On or about December 20, 2005, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS and MOHAMED "MO" BAYORH caused to be submitted lender Marshall BankFirst a forged "CPA letter" from Nelson & Associates certifying that as of August

26, 2005, defendant MO BAYORH was Secretary and 100% Owner of Fairington Winslow, Inc.

(5) On or about February 1, 2006, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS and MOHAMED "MO" BAYORH caused to be submitted to lender Marshall BankFirst a Verification of Rent, falsely representing that defendant BAYORH had rented 385 Darter NW, Kennesaw, Georgia at \$5,200 a month for 5 years.

(6) On or about February 2, 2005, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS and MOHAMED "MO" BAYORH caused to be submitted to lender Marshall BankFirst a false "CPA letter" allegedly from Nelson & Associates which stated: "May this letter certify that prior to Mo Bayorh becoming the sole owner of Fairington Winslow, Inc. on August 26, 2005, his status as a co-founder of this corporation verifies Mr. Bayorh was actively self-employed within this corporation since its inception for a period of six years."

(7) On or about February 2, 2006, in the Northern District of Georgia, defendants OLYMPIA D. AMMONS and MOHAMED "MO" BAYORH caused to be submitted to lender Marshall BankFirst a Verification of Deposit, falsely representing that defendant BAYORH had \$893,798.17 on deposit in his checking account at Bank of America.

(8) On or about February 14, 2006, in the Northern

District of Georgia, defendant MOHAMED "MO" BAYORH attended the closing of his mortgage loans totaling \$1,311,000 from Marshall BankFirst for the purchase 8915 Doral Drive as his primary residence, whereupon defendant BAYORTH signed loan applications which contained false representations regarding his employment, income, bank deposits of \$895,000, rental history and that no part of his down payment was borrowed.

(9) On or about February 14, 2006, in the Northern district of Georgia, defendant MOHAMED "MO" BAYORH signed a HUD1 Settlement Statement falsely certifying that his \$58,377.03 down payment was "cash from borrower."

(10) On or about February 14, 2006, in the Northern District of Georgia, defendant MOHAMED "MO" BAYORH signed an Owner Occupancy Agreement, representing that 8915 Doral Drive would be his primary residence for a least a year.

(11) On or about February 14, 2006, in the Northern District of Georgia, defendants JOSEPH STERLING JETTON, LEON KELLY LUMSDEN, MOHAMED "MO" BAYORH, MOHAMMAD AMIN HASSAMADI, HASSAN NIMAPOO, DARYL MAURICE SMITH and GREGORY JEROME WINGS, JR., a/k/a "G Money," caused the closing attorney to make disbursements of loan proceeds to their companies, including \$50,000 to defendant JETTON's company, Precision Construction, \$197,000 to defendant BAYORH's company, Fairington Winslow, \$173,500 to G&L Holdings for defendants WINGS, LUMSDEN and SMITH and \$358,922 to sellers Crown

Custom Homes and Polo Tech Construction, plus \$543,684 repayment of the construction loan of defendants NIMAPOO and HASSAMADI.

(12) On or about February 15, 2006, in the Northern District of Georgia, defendant MOHAMED "MO" BAYORH received a \$197,000 wire transfer from the closing attorney account into his account at Nevada First Bank in Las Vegas and, thereafter, purchased a \$58,377.03 Bank of America cashiers check payable to the attorney who closed his loans for the purchase of 8915 Doral Drive, which check he caused to be deposited into the account of that attorney.

(13) On or about February 21, 2006, in the Northern District of Georgia, defendant GREGORY JEROME WINGS, JR., a/k/a "G Money," withdrew \$58,377.03 from the G&L Holdings account for the BAYORH down payment.

(ff) Acts related to 8415 Coghill Trace, Duluth, GA (attempt)

(1) In or about January 2006, in the Northern District of Georgia, defendant JOSEPH STERLING JETTON arranged for CDC to purchase 8415 Coghill Trace for over \$1.3 million from Crown Custom Homes and Polo Tech Construction, the companies of defendants HASSAN NIMAPOO and MOHAMMAD AMIN HASSAMADI, at a price inflated to include payments at closing through company names to defendants JETTON, NIMAPOO, HASSAMADI, GREGORY JEROME WINGS, JR., a/k/a "G Money," DARYL MAURICE SMITH and LEON KELLY LUMSDEN and to CDC.

(2) In or about February 2006 defendant OLYMPIA D.

AMMONS caused to be submitted applications in the name of CDC for mortgage loans totaling \$1,305,300 for the purchase of 8415 Coghill Trace with false borrower qualifying information, including current income of \$28,500 per month as Director of Commercial and Residential Relations at Haines Insurance Corporation in Alpharetta, Georgia for 1 month, with 28 years in this line of work at Kings County Hospital in Brooklyn, New York where he was paid \$45,000 a month, which false and misleading applications were submitted to lender First Franklin, a division of National City Bank of Indiana.

(gg) Counts Two through Ninety-Three of this Indictment are incorporated herein by reference as additional overt acts of this conspiracy.

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

COUNTS TWO THROUGH EIGHTEEN

Bank Fraud
18 U.S.C. 1344

5. The Grand Jury hereby realleges and incorporates by reference herein the facts stated in Count One of this Indictment.

6. On or about the below listed dates, in the Northern District of Georgia, the below listed defendants, aided and abetted by each other and others, did knowingly execute and attempt to execute a scheme and artifice to defraud the following financial institutions, the deposits of which were then federally insured, by means of causing materially false and fraudulent pretenses,

representations and promises regarding borrower qualifying information to be submitted to said financial institutions to obtain mortgage loans for the following properties with the proceeds thereof utilized by the defendants and their co-schemers:

Ct	Date	Defendants	Borrower/ Property	Purchase Price/ Loan Amount	Financial Institution
2	9/15/04	LUMSDEN & COSTANZO	LUMSDEN/ 861 Beutell Street Atlanta, GA	\$155,000/ \$155,000	National City Bank of Indiana
3	11/12/04	LUMSDEN & COSTANZO	CY/ 10710 Stroup Road Roswell, GA	refi \$917,000	Washington Mutual Bank
4	2/25/05	DAVIS & NOVRIT	NOVRIT/ 5886 Seam Street Lithonia, GA	\$133,000/ \$119,700 1 st \$ 13,300 2 nd from Seller	Washington Mutual Bank
5	2/25/05	DAVIS & NOVRIT	NOVRIT/ 2830 Luther Drive East Point, GA	\$137,000/ \$123,300 1 st \$ 13,700 2 nd from Seller	Washington Mutual Bank
6	2/25/05	DAVIS & NOVRIT	NOVRIT/ 4560 Old Lake Drive Decatur, GA	\$135,000/ \$121,500 1 st \$ 13,500 2 nd from Seller	Washington Mutual Bank
7	3/14/05	JETTON, DAVIS, NOVRIT, WILTSHIRE, KROLL & NIMAPOO	NOVRIT/ 8425 Coghill Trace Duluth, GA	\$950,000/ \$760,000 1 st \$ 92,038 2 nd	North Fork Bank
8	7/26/05	JETTON, WINGS, AMMONS, LUMSDEN, NIMAPOO & COSTANZO	WINGS/ 372 Lum Crowe Road, Roswell, GA	\$1,300,000/ \$1,04,800 1 st \$ 200,000 2 nd	National City Bank of Indiana

Ct	Date	Defendants	Borrower/ Property	Purchase Price/ Loan Amount	Financial Institution
9	8/24/05	JETTON, MARTIN, AMMONS, WINGS, LUMSDEN, D. SMITH, NIMAPOO & COSTANZO	MARTIN/ 376 Lum Crowe Road, Roswell, GA	\$1,250,000/ \$1,000,000 1 st \$ 250,000 2 nd	National City Bank of Indiana
10	8/31/05	JETTON, REID, SAMUEL, AMMONS, WINGS, LUMSDEN, D. SMITH, NIMAPOO & COSTANZO	REID/ 8415 Merion Drive, Duluth, GA	\$1,320,000/ \$1,056,000 1 st \$ 264,000 2 nd	National City Bank of Indiana
11	7/28/04	SAMUEL & LUMSDEN	Lexus RX 300	\$27,972 loan	Excel FCU
12	9/30/04	REID, SAMUEL & LUMSDEN	Infiniti Q45	\$28,595 loan	Excel FCU
13	10/31/05	JETTON, BENSON, AMMONS, WINGS, LUMSDEN, D. SMITH, NIMAPOO & CONSTANZO	DMB/ 8730 Sawgrass Way Duluth, GA	\$1,379,000/ \$1,103,200 1 st \$ 275,800 2 nd	National City Bank of Indiana
14	11/15/05	JETTON, A. SMITH, AMMONS, WINGS, LUMSDEN, D. SMITH, NIMAPOO & COSTANZO	A. SMITH/ 395 Lum Crowe Road Roswell, GA	\$1,260,000/ \$1,008,000 1 st \$ 252,000 2 nd	National City Bank of Indiana

Ct	Date	Defendants	Borrower/ Property	Purchase Price/ Loan Amount	Financial Institution
15	12/23/05	JETTON, WRIGHT, AMMONS, WINGS, LUMSDEN, D. SMITH, THARP & COSTANZO	WRIGHT/ 3075 Francis Road Alpharetta, GA	\$1,850,000/ \$1,387,500 1 st \$ 370,000 2 nd	Marshall BankFirst
16	1/13/06	JETTON, COSTANZO, AMMONS, WINGS, LUMSDEN, D. SMITH & NIMAPOO	COSTANZO/ 384 Lum Crowe Road Roswell, GA	\$1,659,000/ \$1,161,300 1 st \$ 414,750 2 nd	Marshall BankFirst
17	2/14/06	JETTON, BAYORH, AMMONS, WINGS, LUMSDEN, D. SMITH, NIMAPOO & HASSAMADI	BAYORH/ 8915 Doral Drive Duluth, GA	\$1,380,000/ \$ 999,120 1 st \$ 311,880 2 nd	Marshall BankFirst
18	2/06	JETTON, AMMONS, WINGS, LUMSDEN, D. SMITH, NIMAPOO & HASSAMADI	CDC/ 8415 Coghill Trace Duluth, GA	\$1,300,000/ \$ 961,800 1 st \$ 343,500 2 nd	National City Bank of Indiana (attempt)

All in violation of Title 18, United States Code, sections 1344 and 2.

COUNTS NINETEEN THROUGH THIRTY-ONE

Wire Fraud
18 U.S.C. 1343

7. The Grand Jury realleges and incorporates herein by reference the facts stated in Count One of this Indictment.

8. Between in or about June 2004 and on or about April 18, 2006, in the Northern District of Georgia and elsewhere, the below listed defendants, aided and abetted by each other and others, knowingly and wilfully devised and intended to devise a scheme and artifice to defraud banks and other lenders and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises.

9. On or about the below listed dates, the named defendants, for the purpose of executing and attempting to execute the aforesaid scheme and artifice to defraud, caused to be transmitted in interstate commerce, by means of a wire communication, certain signs, signals and sounds to and from the Northern District of Georgia, as follows:

Ct	Date	Defendants	From/To	Wire	Property Sales Price/ Loan Amt
19	12/30/04	LUMSDEN & COSTANZO	From Accredited Home Lenders in CA to law firm in Woodstock, GA	Wire transfer of LUMSDEN loan proceeds from lender	1341-1343 Epworth St Atlanta, GA \$190,000/ \$152,000 1 st \$ 28,500 2 nd
20	2/14/05	DAVIS & NOVRIT	Dream Homes Financial in Atlanta, GA to FedFirst Mortgage in Hilton Head Island, SC	Fax request re NOVRIT loan	13 Sams Point Lane, Hilton Head Island, SC \$1,275,000/ \$1,000,000 1 st \$ 268,418 2 nd
21	3/24/05	DAVIS & NOVRIT	From American Fidelity in Baton Rouge, LA to law firm in Duluth, GA	Wire transfer of NOVRIT loan proceeds from lender	4338 Azalea Wk Ellenwood, GA \$345,000/ \$276,000 1 st \$ 69,000 2 nd

Ct	Date	Defendants	From/To	Wire	Property Sales Price/ Loan Amt
22	5/13/05	JETTON, DAVIS & NOVRIT	From Southern Investment Mortgage in Atlanta, GA to C&G Fin'l Upland, CA	Fax of NOVRIT Loan Application	8415 Coghill Tr Duluth, GA (attempt to close 6/9/05) \$1,150,000/ \$920,000 1 st \$ 78,028 2 nd
23	5/15/05	JETTON, DAVIS, NOVRIT, WILTSHIRE & KROLL	From American Home Mortgage Acceptance Bank of NY acct in NY, NY to law firm acct in Atlanta, GA	Wire transfer of NOVRIT loan proceeds from lender	8760 Islesworth Duluth, GA \$1,100,000/ \$880,000 1 st \$160,171 2 nd
24	5/17/05	DAVIS & NOVRIT	From RE/MAX in Hilton Head Island, SC to Southern Investment Mortgage in Atlanta, GA	Fax of Contract of Sale - Offer and Acceptance re DAVIS & NOVRIT loan	Lots 21 & 22 Elliot Point Hilton Head Island, SC (attempt to close by 4/26/05) \$501,500 Lot 21 \$426,500 lot 22
25	5/31/05	JETTON, DAVIS & NOVRIT	From VIRGINIA NOVRIT in Hilton Head Is, SC to Southern Investment Mortgage in Atlanta, GA	Fax of Wachovia Bank Transaction Receipt re NOVRIT loan	1106 Pristine Place Alpharetta, GA (attempt) \$1,170,000/ \$ 940,000
26	5/10/05	SAMUEL, REID & LUMSDEN	From Accredited Home Lenders in CA to law firm in Dacula, GA	Wire transfer of SAMUEL loan proceeds from lender	347 Temple St Atlanta, GA \$130,00/ \$104,000 1 st \$ 13,000 2 nd
27	6/1/05	JETON, REID, SAMUEL, LUMSDEN & COSTANZO	From Lexim Mortgage in Orlando, FL to law firm in Woodstock, GA	Wire transfer of REID loan proceeds from lender	3192 Vivian Sykes St, East Point, GA \$165,000/ \$146,500

Ct	Date	Defendants	From/To	Wire	Property Sales Price/ Loan Amt
28	11/8/05	WINGS	From United BMW in Roswell, GA to BMW Financial Services in Dublin, OH & reply	Electronic communication of request for & receipt of approval for WINGS credit application	Lease of BMW 750 LI for \$85,415
29	11/30/05	JETTON, BAYORH, AMMONS, WINGS, LUMSDEN, D. SMITH & THARP	From Bear Stearns Residential Mtg in NJ to law firm in Woodstock, GA	Wire transfer of LLK loan proceeds from lender	700 Old Saddle Run Alpharetta, GA \$1,619,000/ \$1,214,250 1 st \$ 323,800 2 nd
30	12/29/05	JETTON, WRIGHT, WINGS, LUMSDEN, D. SMITH NIMAPOO & COSTANZO	From Bear Stearns Residential Mtg in NJ to law firm in Woodstock, GA	Wire transfer of WRIGHT loan proceeds from lender	8905 Colonial Dr, Duluth, GA \$1,900,000/ \$1,425,000 1 st \$ 380,000 2 nd
31	1/1/06	JETTON, MYRIE, WINGS, LUMSDEN, D. SMITH THARP & COSTANZO	From Bear Stearns Residential Mtg in NJ to law firm in Woodstock, GA	Wire transfer of MYRIE loan proceeds from lender	110 Ryan Lake Trail Alpharetta, GA \$3,249,000 \$2,599,200 1 st \$ 450,000 2 nd

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

COUNTS THIRTY-TWO THROUGH NINETY-THREE
Money Laundering
(18 U.S.C. § 1957)

9. The Grand Jury realleges and incorporates herein by reference the facts stated in Counts One through Thirty-One of this Indictment.

10. On or about the below listed dates, in the Northern District of Georgia, the following defendants, aided and abetted by each other and others, did knowingly engage in, attempt to engage in and cause others to engage in the specified monetary transaction by, through and to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, that is as specified below, such property having been derived from a specified unlawful activity, to wit, the bank and wire fraud scheme more fully described in Counts One through Thirty-One of this Indictment:

Ct	Date	Defendant	Monetary Transaction	Related Property
32	1/5/05	LUMSDEN	Negotiation through Bank of America of \$68,987.68 wired to LL & Associates acct from escrow acct of closing attorney containing LUMSDEN loan proceeds	1341 Epworth St
33	3/15/05	KROLL, WILTSHIRE, DAVIS & NOVRIT	Negotiation through Crescent Bank & Trust of \$150,000 check payable to DKS Consulting drawn on escrow acct of closing attorney containing NOVRIT loan proceeds & down payment fronted by KROLL	8425 Coghill Tr
34	3/16/05	DAVIS & NOVRIT	Negotiation through Wachovia Bank of \$35,000 check payable to Eaglemont American Partners drawn on escrow acct of closing attorney containing NOVRIT loan proceeds	8425 Coghill Tr

Ct	Date	Defendant	Monetary Transaction	Related Property
35	3/17/05	JETTON, DAVIS & NOVRIT	Negotiation through Bank of America account of \$20,000 check payable to Precision Construction drawn on escrow acct of closing attorney containing NOVRIT loan proceeds	8425 Coghill Tr
36	4/26/05	DAVIS, NOVRIT, KROLL & WILTSHIRE	Negotiation through Wachovia Bank of \$124,500 NOVRIT check containing funds provided by KROLL for temporary deposit into NOVRIT acct to obtain VOD for NOVRIT loan	8760 Isleworth Ct
37	5/20/05	DAVIS NOVRIT & JETTON	Negotiation through Wachovia Bank Eaglemont account of \$115,000 check payable to Eaglemont American Partners drawn on escrow acct of closing attorney containing NOVRIT loan proceeds	8760 Isleworth Ct
38	5/20/05	DAVIS & NOVRIT	Transfer of \$115,000 from Eaglemont Wachovia Bank acct to C. Dave Davis LLC Wachovia Bank acct	8760 Isleworth Ct
39	5/20/05	DAVIS & NOVRIT	Transfer of \$113,000 from C. Dave Davis, LLC Wachovia Bank account to Wachovia account of NOVRIT	8760 Isleworth Ct
40	5/20/05	JETTON, DAVIS & NOVRIT	Negotiation through Bank of America account of \$40,000 check payable to Precision Construction drawn on escrow acct of closing attorney containing NOVRIT loan proceeds	8760 Isleworth Ct
41	5/20/05	DAVIS, NOVRIT, KROLL & WILTSHIRE	Negotiation through Crescent Bank & Trust of \$107,000 check payable to DKS Cons drawn on escrow acct of closing attorney containing NOVRIT loan proceeds & down payment money fronted by KROLL	8760 Isleworth Ct

Ct	Date	Defendant	Monetary Transaction	Related Property
42	7/26/05	WINGS	Negotiation through Bank of America of \$340,000 payable to G&L Holding Group, Inc. drawn on the escrow acct of closing attorney containing WINGS loan proceeds	372 Lum Crowe Rd
43	7/27/05	JETTON	Negotiation through Bank of America account of \$37,500 check payable to Precision Construction drawn on escrow acct of closing attorney containing WINGS loan proceeds	372 Lum Crowe Rd
44	7/27/05	NIMAPOO	Negotiation through Bank of North GA of \$451,056 payable to Crown Custom Homes drawn on the escrow acct of closing attorney containing REID loan proceeds	372 Lum Crowe Rd
45	8/25/05	JETTON	Negotiation through Bank of America account of \$35,000 check payable to Precision Construction drawn on escrow acct of closing attorney containing MARTIN loan proceeds	376 Lum Crowe Rd
46	8/25/05	WINGS, LUMSDEN & D. SMITH	Negotiation of \$20,000 wire transfer through Bank of America of Metropolitan Realty acct from escrow acct of closing attorney containing MARTIN loan proceeds	376 Lum Crowe Rd
47	8/25/05	WINGS, LUMSDEN & D. SMITH	Wire of \$301,500 from escrow acct of closing attorney containing MARTIN loan proceeds to Bank of America of G&L Holding Group, Inc. acct	376 Lum Crowe Rd
48	8/26/05	WINGS & MARTIN	Negotiation through bank of \$75,000 check received by MARTIN from WINGS containing MARTIN loan proceeds	376 Lum Crowe Rd

Ct	Date	Defendant	Monetary Transaction	Related Property
49	8/26/05	NIMAPOO	Negotiation through Bank of North GA of \$430,012 payable to Crown Custom homes drawn on the escrow acct of closing attorney containing MARTIN loan proceeds	376 Lum Crowe Rd
50	10/31/05	JETTON, REID & SAMUEL	Negotiation through Bank of America of \$256,000 payable to Raggstone, Inc. drawn on the escrow acct of closing attorney containing REID loan proceeds	8415 Merion Dr
51	10/31/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$50,000 payable to Metropolitan Realty drawn on the escrow acct of closing attorney containing REID loan proceeds	8415 Merion Dr
52	10/31/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$50,000 payable to G&L Holdings drawn on the escrow acct of closing attorney containing REID loan proceeds	8415 Merion Dr
53	10/31/05	JETTON	Negotiation through Bank of America of \$50,000 payable to Precision Construction drawn on the escrow acct of closing attorney containing REID loan proceeds	8415 Merion Dr
54	10/31/05	NIMAPOO	Negotiation through Bank of North GA of \$299,572 payable to Crown Custom Homes drawn on the escrow acct of closing attorney containing REID loan proceeds	8415 Merion Dr
55	11/2/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$50,000 payable to G&L Holdings drawn on the escrow acct of closing attorney containing BENSON loan proceeds	8730 Sawgrass Way

Ct	Date	Defendant	Monetary Transaction	Related Property
56	11/2/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$50,000 payable to Metropolitan Realty drawn on the escrow acct of closing attorney containing BENSON loan proceeds	8730 Sawgrass Way
57	11/2/05	JETTON	Negotiation through Bank of America of \$40,000 payable to Precision Construction drawn on the escrow acct of closing attorney containing BENSON loan proceeds	8730 Sawgrass Way
58	11/2/05	NIMAPOO	Negotiation through BB&T of \$344,919 payable to Crown Custom Homes drawn on the escrow acct of closing attorney containing BENSON loan proceeds	8730 Sawgrass Way
59	11/3/05	BENSON	Negotiation through Bank of America of \$260,000 payable to TBG LLC drawn on the escrow acct of closing attorney containing BENSON loan proceeds	8730 Sawgrass Way
60	11/16/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$20,000 payable to Metropolitan Realty drawn on the escrow acct of closing attorney containing SMITH loan proceeds	395 Lum Crowe Rd
61	11/16/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$322,500 payable to G&L Holding Group, Inc. drawn on the escrow acct of closing attorney containing SMITH loan proceeds	395 Lum Crowe Rd
62	11/16/05	JETTON	Negotiation through Bank of America of \$40,000 payable to Precision Construction drawn on the escrow acct of closing attorney containing SMITH loan proceeds	395 Lum Crowe Rd

Ct	Date	Defendant	Monetary Transaction	Related Property
63	11/18/05	NIMAPOO	Negotiation through Bank of North GA of \$123,790 payable to Crown Custom Homes drawn on the escrow acct of closing attorney containing SMITH loan proceeds	395 Lum Crowe Rd
64	12/5/05	JETTON	Negotiation through Bank of America of \$69,000 payable to Precision Construction drawn on the escrow acct of closing attorney containing LLK loan proceeds	700 Old Saddle Ln
65	12/5/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$100,000 payable to G&L Holding Group, Inc. drawn on the escrow acct of closing attorney containing LLK loan proceeds	700 Old Saddle Ln
66	12/5/05	BAYORH, WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America Metropolitan Realty account of \$350,000 payable to Fairington Winslow, Inc. drawn on the escrow acct of closing attorney containing LLK loan proceeds	700 Old Saddle Ln
67	12/6/05	BAYORH, WINGS, LUMSDEN & D. SMITH	Negotiation of \$240,000 wire transfer through Fairington Winslow, Inc. acct at Nevada First Bank from Metropolitan Realty Bank of America acct containing LLK loan proceeds	700 Old Saddle Ln
68	12/5/05	THARP	Negotiation through Bank of America account of \$458,228 check drawn on the escrow acct of closing attorney containing LLK loan proceeds	700 Old Saddle Ln

Ct	Date	Defendant	Monetary Transaction	Related Property
69	12/27/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$128,000 payable to Metropolitan Realty drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	3075 Francis Rd
70	12/27/05	THARP	Negotiation through Bank of America account of \$356,566 check drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	3075 Francis Rd
71	12/29/05	WRIGHT	Negotiation through JP Morgan Chase Bank account of \$272,000 check payable to Talco, Inc. drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	3075 Francis Rd
72	12/30/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$50,000 payable to G&L Holding Group, Inc. drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	3075 Francis Rd
73	12/31/05	JETTON	Negotiation through Bank of America of \$50,000 payable to Precision Construction drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	3075 Francis Rd
74	12/30/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$50,000 payable to G&L Holding Group, Inc. drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	8905 Colonial Pl

Ct	Date	Defendant	Monetary Transaction	Related Property
75	12/30/05	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$135,000 payable to Metropolitan Realty drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	8905 Colonial Pl
76	12/30/05	JETTON	Negotiation through Bank of America of \$50,000 payable to Precision Construction drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	8905 Colonial Pl
77	12/30/05	NIMAPOO	Negotiation through Bank of North GA of \$832,641 payable to Crown Custom Homes drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	8905 Colonial Pl
78	1/3/06	WRIGHT	Negotiation through JP Morgan Chase Bank account of \$255,000 check payable to Talco, Inc. drawn on the escrow acct of closing attorney containing WRIGHT loan proceeds	8905 Colonial Pl
79	1/11/06	THARP	Negotiation through Paddock Development Corp Cornerstone Bank account of \$680,336 check drawn on the escrow acct of closing attorney containing MYRIE loan proceeds	110 Ryan Lake Tr
80	1/12/06	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$77,510 payable to Metropolitan Realty drawn on the escrow acct of closing attorney containing MYRIE loan proceeds	110 Ryan Lake Tr

Ct	Date	Defendant	Monetary Transaction	Related Property
81	1/12/06	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$150,000 payable to G&L Holding Group, Inc. drawn on the escrow acct of closing attorney containing MYRIE loan proceeds	110 Ryan Lake Tr
82	1/13/06	MYRIE	Negotiation through NK Design acct at SunTrust Bank of \$600,000 payable to NK Design drawn on the escrow acct of closing attorney containing MYRIE loan proceeds	110 Ryan Lake Tr
83	1/16/05	MYRIE	Negotiation through MYRIE acct at SunTrust Bank of \$600,000 check payable to MYRIE drawn on NK Design acct containing MYRIE loan proceeds	110 Ryan Lake Tr
84	1/17/06	JETTON	Negotiation through Bank of America of \$77,510 payable to Precision Construction drawn on the escrow acct of closing attorney containing MYRIE loan proceeds	110 Ryan Lake Tr
85	1/13/06	COSTANZO, WINGS, LUMSDEN & D. SMITH	Negotiation through COSTANZO acct at Bank of America of \$250,000 payable to COSTANZO drawn on G&L Holding Group Inc. Bank of America acct	384 Lum Crowe Rd
86	1/17/06	COSTANZO, WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$386,000 payable to G&L Holding Group, Inc. drawn on the escrow acct of closing attorney containing COSTANZO loan proceeds	384 Lum Crowe Rd
87	1/17/06	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$10,000 payable to Metropolitan Realty drawn on the escrow acct of closing attorney containing COSTANZO loan proceeds	384 Lum Crowe Rd

Ct	Date	Defendant	Monetary Transaction	Related Property
88	1/17/06	JETTON	Negotiation through Bank of America of \$50,000 payable to Precision Construction drawn on the escrow acct of closing attorney containing COSTANZO loan proceeds	384 Lum Crowe Rd
89	1/17/06	NIMAPOO	Negotiation through Bank of North GA of \$441,364 payable to Crown Custom Homes drawn on the escrow acct of closing attorney containing COSTANZO loan proceeds	384 Lum Crowe Rd
90	2/14/06	NIMAPOO & HASSAMADI	Negotiation through Bank of North GA of \$358,922 payable to Crown Custom Homes & Plol Tech construction drawn on the escrow acct of closing attorney containing BAYORH loan proceeds	8915 Doral Dr
91	2/14/06	JETTON	Negotiation through Bank of America of \$50,000 payable to Precision Construction drawn on the escrow acct of closing attorney containing BAYORH loan proceeds	8915 Doral Dr
92	2/15/06	WINGS, LUMSDEN & D. SMITH	Negotiation through Bank of America of \$173,500 payable to G&L Holding Group, Inc. drawn on the escrow acct of closing attorney containing BAYORH loan proceeds	8915 Doral Dr
93	2/15/06	BAYORH	Negotiation of \$197,000 wire through Fairington Winslow, Inc. acct at Nevada First Bank from the escrow acct of closing attorney containing BAYORH loan proceeds	8915 Doral Dr

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

and 2.

COUNT NINETY-FOUR
Money Laundering Conspiracy
18 U.S.C. § 1956(h)

11. The Grand Jury realleges and incorporates herein by reference the facts stated in Counts One through Ninety-Three of this Indictment.

12. Between in or about June 2004 and on or about April 18, 2006, in the Northern District of Georgia and elsewhere, defendants MOHAMED "MO" BAYORH, ANDRE B. BENSON, RAYMOND JOSEPH COSTANZO, JR., CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, MOHAMMAD AMIN HASSAMADI, JOSEPH STERLING JETTON, DAVID S. KROLL, LEON KELLY LUMSDEN, RONALD DENZIL MARTIN, JR., RICARDO ANTONIO MYRIE, HASSAN NIMAPOO, VIRGINIA ROSE NOVRIT, LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, ARIEL HOPE SAMUEL, a/k/a Ariel Carty, ATERMERELL SMITH, DARYL MAURICE SMITH, RANDALL THARP, FABIAN O. WITLSHIRE, GREGORY JEROME WINGS, JR., a/k/a "G Money," and CALVIN LEE WRIGHT did unlawfully, willfully and knowingly combine, conspire, confederate, agree and have a tacit understanding with each other and others, known and unknown to the Grand Jury, to commit certain offenses against the United States as follows: knowing that the property involved in a financial transaction represented the proceeds of an unlawful activity, to wit, the bank and wire fraud scheme to defraud various mortgage and other lenders alleged in violation of Title 18, United States Code, Section 1344 and 1343 more fully described in Counts One through Thirty-One herein,

conducted and attempted to conduct such financial transactions in violation of Title 18, United States Code, Section 1957, as more fully described in Counts Thirty-Two through Ninety-Three herein.

All in violation of Title 18, United States Code, Section 1956(h).

COUNTS NINETY-FIVE THROUGH NINETY-NINE
Aggravated Identity Theft
18 U.S.C. 1028A

13. On or about each date listed below, in the Northern District of Georgia, the defendants named below, aided and abetted by each other and others, did knowingly possess, transfer, and use and cause to be possessed, transferred and used, without lawful authority, a means of identification of another person, that is, the stolen name and social security number of others, during and in relation to the federal felonies of wire fraud and bank fraud, as set forth in Counts Ten, Eleven, Twelve, Twenty-Six and Twenty-Seven of this Indictment, which are incorporated herein by reference:

COUNT	DATE	DEFENDANT	FELONY
95	7/28/04	SAMUEL & REID	Bank fraud in Ct 11
96	9/30/04	SAMUEL & REID	Bank fraud in Ct 12
97	5/10/05	SAMUEL, REID & LUMSDEN	Wire fraud in Ct 26
98	6/1/05	SAMUEL, REID, LUMSDEN & JETTON	Wire fraud in Ct 27
99	8/31/05	SAMUEL, REID, WINGS LUMSDEN, D. SMITH, AMMONS & JETTON	Bank fraud in Ct 10

All in violation of Title 18, United States Code, Sections 1028A and 2.

FORFEITURE PROVISION

14. Upon conviction of one or more of the offenses alleged in Counts One through Thirty-one of this Indictment, defendants OLYMPIA D. AMMONS, MOHAMED "MO" BAYORH, ANDRE B. BENSON, RAYMOND JOSEPH COSTANZO, JR., CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, MOHAMMAD AMIN HASSAMADI, JOSEPH STERLING JETTON, DAVID S. KROLL, LEON KELLY LUMSDEN, RONALD DENZIL MARTIN, JR., RICARDO ANTONIO MYRIE, HASSAN NIMAPOO, VIRGINIA ROSE NOVBIT, LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, ARIEL HOPE SAMUEL, a/k/a Ariel Carty, ATERMERELL SMITH, DARYL MAURICE SMITH, RANDALL THARP, FABIAN O. WITLSHIRE, GREGORY JEROME WINGS, JR., a/k/a "G Money," and CALVIN LEE WRIGHT shall forfeit to the United States pursuant to 18 U.S.C. §§ 981(a)(1)(C), 982(a)(2), and 28 U.S.C. § 2461(c) any property, real or personal, constituting or derived from proceeds obtained directly or indirectly as a result of the said violations, including but not limited to:

1. MONEY JUDGMENT

A sum of money equal to \$8,000,000 in United States Currency, representing the amount of proceeds obtained as a result of the conspiracy to commit the wire and bank fraud offenses and the wire and bank

fraud offenses.

2. BANK ACCOUNTS

- a) Approximately \$50,288.56 seized from Ameritrade account in the name of Ricardo Myrie.
- b) Approximately \$33,792.88 seized from Sun Trust Bank, account number XXXXXXXXXXX0037 in the name of Ricardo Myrie.
- c) Approximately \$19,239.05 seized from Sun Trust Bank, account number XXXXXXXXXXX7203 in the name of Ricardo Myrie and Sonya N. Markes-Myrie.
- d) Approximately \$10,536.33 seized from Sun Trust Bank, account number XXXXXXXXXXX0024 in the name of Ricardo Myrie and Sonya N. Markes-Myrie.
- e) Approximately \$5,095.22 seized from Sun Trust Bank, account number XXXXXXXXXXX7211 in the name of Ricardo Myrie and Sonya N. Markes-Myrie.
- f) \$100,000.00 seized from Bank of America account in the name of Sonya N. Markes-Myrie receiving a deposit of a Sun Trust cashier's check on March 17, 2006.
- g) \$168,348.89 in U.S. currency seized Wachovia account number XXXXXXXXXXX3844 in the name of Virginia R. Novrit.

3. OTHER PROPERTY

- a) Sun Trust Cashier's Checks numbers: 8839372977, 8839372788, and 8839372797, and the funds therein.
- b) All furniture, clothing, jewelry, currency, paintings, artwork, and things of value maintained at 372 Lum Crowe Road, Roswell, Georgia, and State Farm Insurance Claim proceeds pertaining to the contents of the property located at 372 Lum Crowe Road, Roswell, Georgia.

15. Additionally, as a result of committing one or more of the money laundering offenses in violation of Title 18, United States Code, Section 1957 and 1956(h) alleged in Counts Thirty-two through Ninety-four of this Indictment, defendants MOHAMED "MO" BAYORH, ANDRE B. BENSON, RAYMOND JOSEPH COSTANZO, JR., CLARENCE LORENZO DAVIS, a/k/a C. Dave Davis, MOHAMMAD AMIN HASSAMADI, JOSEPH STERLING JETTON, DAVID S. KROLL, LEON KELLY LUMSDEN, RONALD DENZIL MARTIN, JR., RICARDO ANTONIO MYRIE, HASSAN NIMAPOO, VIRGINIA ROSE NOVBIT, LAWRENCE SEVAL REID, a/k/a Lawrence Steven Reid, ARIEL HOPE SAMUEL, a/k/a Ariel Carty, ATERMERELL SMITH, DARYL MAURICE SMITH, RANDALL THARP, FABIAN O. WITLSHIRE, GREGORY JEROME WINGS, JR., a/k/a "G Money," and CALVIN LEE WRIGHT shall forfeit to the United States any and all property, real or personal, involved in the money laundering

offenses, or conspiracy to commit such offense, for which the defendant is convicted, and all property traceable to such property, including the following: (1) all money or other property that was the subject of each transaction, transportation, transmission or transfer in violation of Section 1956(h) or 1957; (2) all commissions, fees and other property constituting proceeds obtained as a result of those violations; and (3) all property used in any manner or part to commit or to facilitate the commission of those violations, including but not limited to:

1. MONEY JUDGMENT

A sum of money equal to the total amount of money involved in each offense, or conspiracy to commit such offense, for which the defendant is convicted.

2. BANK ACCOUNTS

- a) Approximately \$50,288.56 seized from Ameritrade account in the name of Ricardo Myrie.
- b) Approximately \$33,792.88 seized from Sun Trust Bank, account number XXXXXXXXXX0037 in the name of Ricardo Myrie.
- c) Approximately \$19,239.05 seized from Sun Trust Bank, account number XXXXXXXXXX7203 in the name of Ricardo Myrie and Sonya N. Markes-Myrie.
- d) Approximately \$10,536.33 seized from Sun Trust

- Bank, account number XXXXXXXXXX0024 in the name of Ricardo Myrie and Sonya N. Markes-Myrie.
- e) Approximately \$5,095.22 seized from Sun Trust Bank, account number XXXXXXXXXX7211 in the name of Ricardo Myrie and Sonya N. Markes-Myrie.
 - f) \$100,000.00 seized from Bank of America account in the name of Sonya N. Markes-Myrie receiving a deposit of a Sun Trust cashier's check on March 17, 2006.
 - g) \$168,348.89 in U.S. currency seized Wachovia account number XXXXXXXXXX3844 in the name of Virginia R. Novrit.

3. OTHER PROPERTY

- a) Sun Trust Cashier's Checks numbers: 8839372977, 8839372788, and 8839372797, and the funds therein.
- b) All furniture, jewelry, currency, paintings, artwork, and things of value maintained at 372 Lum Crowe Road, Roswell, Georgia, and State Farm Insurance Claim proceeds pertaining to the contents of the property located at 372 Lum Crowe Road, Roswell, Georgia.

15. If, as a result of any act or omission of a defendant, any

property subject to forfeiture:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

the United States intends, pursuant to Title 18, United States Code, Section 982 (b) and Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendant up to the value of the forfeitable property, including but not limited to State Farm Insurance Claim proceeds pertaining to the contents of the property located at 372 Lum Crowe Road, Roswell, Georgia.

All pursuant to Title 18, United States Code, Sections 981(a)(1)(C), 982 (a) and (b), 1343, 1344, 1956(h), 1957; Title 28, United States Code, Section 2461(c); and Title 21, United States Code, Section 853(p).

A True BILL
Robert J. Sobel
FOREPERSON

DAVID E. NAHMIAS
UNITED STATES ATTORNEY

Gale McKenzie
GALE MCKENZIE

ASSISTANT UNITED STATES ATTORNEY

600 U.S. Courthouse
75 Spring Street, S.W.
Atlanta, GA 30303
404/581-6045
Georgia Bar No. 494800