



4. At all times relevant, ROBERT P. WROLSTAD, a defendant herein, worked with MCBRIDE and for Century Mortgage, providing services including assisting in closing real estate transactions and working with title companies.

5. At all times relevant, MCBRIDE maintained and controlled accounts at financial institutions, including a branch of U.S. Bank, located in the Eastern District of Missouri, a financial institution engaged in activities which affect interstate commerce and whose monies, funds, assets and accounts were insured by the Federal Deposit Insurance Corporation.

6. At all times relevant, ROBERT P. WROLSTAD, hereinafter referred to as “WROLSTAD,” maintained and controlled accounts at financial institutions, including a branch of Regions Bank, located in the Eastern District of Missouri, a financial institution engaged in activities which affect interstate commerce and whose monies, funds, assets and accounts were insured by the Federal Deposit Insurance Corporation.

7. At all times relevant, Freedom Title, LLC, (hereinafter “Freedom Title”) operated within the Eastern District of Missouri and was in the business of providing real estate related services, including closing services for real estate loans brokered and facilitated by MCBRIDE, WROLSTAD and Century Mortgage.

8. At all times relevant, Residential Title Services, Inc. (hereinafter “Residential Title”) operated within the Eastern District of Missouri, and was in the business of providing real estate related services, including closing services for real estate loans brokered and facilitated by MCBRIDE, WROLSTAD and Century Mortgage.

9. At all times relevant, Long Beach Mortgage Company, a division of Washington Mutual Bank, of Anaheim, California, and elsewhere (hereinafter “Long Beach Mortgage”), provided mortgage loans and other lending services.

10. At all times relevant, Argent Mortgage Company, LLC, (hereinafter “Argent Mortgage”) of Rolling Meadows, Illinois, and elsewhere (hereinafter “Argent Mortgage”), provided mortgage loans and other lending services.

### **Scheme to Defraud**

11. Beginning at a time unknown to the grand jury, but including from in and around July 2005, and continuing until at least November 28, 2006, in the Eastern District of Missouri, MCBRIDE and WROLSTAD, the defendants herein, devised and participated in a scheme and artifice to defraud and to obtain money, funds, credits, assets, or other property from mortgage lenders by means of material false and fraudulent pretenses, representations, and promises in connection with the sales and purchases of residential real estate property located in the Eastern District of Missouri.

12. In general, the scheme involved investors recruited by MCBRIDE and WROLSTAD to purchase real estate primarily located in the City of Sikeston, Missouri. The owners of the real estate would sell their real estate for a price that approximated its fair market value to investors recruited by and known to MCBRIDE and WROLSTAD. However, the investors paid prices for the real estate that were significantly greater than the actual selling price received by sellers. The investors would purchase the real estate at a fraudulently and overvalued price by obtaining loans to purchase the property.

13. As part of the scheme, defendants would obtain an appraisal that was a false and fraudulent appraisal, which significantly overvalued the property for the purpose of defendants personally obtaining inflated loan proceeds despite having no interest in the conveyed real estate. The real estate served as collateral for repayment of the loans obtained to fund the purchase of the real estate by the borrowers/investors.

14. As part of the scheme, MCBRIDE and WROLSTAD made false and fraudulent representations including: (a) that the property was of the value represented in the loan application and appraisals, when in truth and in fact the value of the property had been falsely and fraudulent inflated and overvalued for the purpose of obtaining loan proceeds; and (b) that the investors had provided the funds for the down payment and closing costs, when in truth and in fact, defendants MCBRIDE and WROLSTAD had provided those funds.

15. In order for lenders to fund loans brokered by Century Mortgage, defendants MCBRIDE and WROLSTAD, and others acting on their behalf, would provide mortgage loan applications, appraisals and supporting documents for review by prospective lenders located outside Missouri, including Long Beach Mortgage and Argent Mortgage.

16. Century Mortgage, Freedom Title, Residential Title, Long Beach Mortgage, Washington Mutual, and Argent Mortgage would routinely exchange these documents associated with the real estate transactions through interstate facsimile transmissions and private interstate carriers.

17. In many cases, purchasers of real estate secured by loans brokered by Century Mortgage as part of the scheme did not provide closing costs or down payments to acquire the real estate. Defendants MCBRIDE and WROLSTAD, and others acting on their behalf, would

provide the borrower/investor with the funds for the down payment and closing costs. This would be accomplished by causing funds to be deposited into the borrower/investor's account or by purchasing a cashier's check in the name of the borrower/investor. By falsely and fraudulently making it appear that the borrower/investor would provide cash at closing or had made his or her own down payment, Defendants MCBRIDE and WROLSTAD created the appearance of a qualified and secured mortgage. Had the mortgage lenders been aware of the fraud in the loan application, or down payment, they would not have funded the mortgages for the purchase of the real estate by the borrowers/investors.

18. Defendant MCBRIDE represented to borrowers/investors that the residential real estate to be acquired would be good investment properties, that the rents would pay the mortgage, that the properties could be acquired with "no money down," and that properties could be sold, sometimes in approximately a year, at a profit. As part of the scheme, Defendants MCBRIDE and WROLSTAD also paid monies to borrowers/investors as an inducement and additional incentive for them to purchase residential real estate funded by loans brokered through Century Mortgage.

19. Defendants MCBRIDE and WROLSTAD obtained inflated appraisals for the real estate properties to be transferred in order to justify the purchase price which greatly exceeded the sales price received by the sellers of the properties.

20. The actual sales price received by the sellers of the properties sold as part of the scheme and purchased by borrowers/investors approximated the fair market value of the real estate.

**Conspiracy**

21. Beginning at a time unknown to the grand jury, but including from in and around July 2005, and continuing until at least November 28, 2006, in the Eastern District of Missouri,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, and others known and unknown to the Grand Jury, did knowingly, voluntarily, and intentionally combine, conspire, confederate, and agree with each other to commit an offense against the United States, to wit, to devise a scheme and artifice to defraud and to obtain money, funds, credits, assets, or other properties from Long Beach Mortgage, Argent Mortgage and other mortgage lenders, and to retain the money obtained, by means of material false and fraudulent pretenses, representations, and promises, and by the concealment of material facts and in the execution of the said scheme to commit offenses against the United States, in connection with purchases and sales of residential real estate property, and to commit mail fraud and wire fraud, in violation of Title 18, United States Code, Sections 1341 and 1343.

**Purpose of the Conspiracy**

22. An object of the conspiracy was to obtain money through fraudulent real estate transactions. In general, the conspiracy involved the defendants obtaining false and fraudulent appraisals for real estate located in Scott County, Missouri, the sale of which was brokered and facilitated by actions of defendants MCBRIDE and WROLSTAD, and overvaluing the real estate property for the purpose of obtaining inflated loan proceeds for the personal benefit of MCBRIDE and WROLSTAD.

### **Manner and Means**

23. As part of the conspiracy, MCBRIDE and WROLSTAD made and caused to be made numerous false and fraudulent representations, including: (a) that the investors had provided funds for the down payment, when in truth and in fact defendants MCBRIDE and WROLSTAD had provided those funds; and (b) that the property was of the value represented in the loan application, when in truth and in fact the real estate had been falsely and fraudulently inflated and overvalued for the purpose of obtaining inflated loan proceeds.

24. In order for lenders to fund loans brokered by Century Mortgage, defendants would provide mortgage loan applications, appraisals and supporting documents for review by prospective lenders located outside the Eastern District of Missouri.

25. Century Mortgage, Freedom Title, Residential Title, Long Beach Mortgage, Washington Mutual, and Argent Mortgage would routinely exchange these documents through interstate facsimile transmissions and private interstate carriers.

26. It was further part of the conspiracy that defendants MCBRIDE and WROLSTAD submitted and caused to be submitted to mortgage loan companies the materially false, fraudulent, and misleading loan applications, appraisals, and other documents in order to induce mortgage loan companies to approve the applications and lend funds to the borrower/investors.

27. It was further part of the conspiracy that, in reliance on the said materially false, fraudulent, and misleading representations and omissions contained in the loan applications, appraisals, and other documents, Long Beach Mortgage, Argent Mortgage, and other mortgage loan companies approved the loans as new purchase loans.

28. It was further part of the conspiracy that the defendant co-conspirators caused mortgage loan companies to send the loan proceeds by wire transfers in interstate commerce.

29. It was further part of the conspiracy that the defendant co-conspirators obtained personal financial benefit as a result of the scheme, including loan proceeds, fees, commissions, kickbacks, and other benefits, by directing purchasers at times and directing the closing agents at times to pay co-conspirators MCBRIDE and WROLSTAD substantial amounts of the mortgage loan proceeds by checks or wire transfers into their personal bank accounts or other bank accounts controlled by them.

#### **Overt Acts**

In furtherance of and to effect the objectives of the conspiracy and to accomplish its purposes and objectives, defendants MCBRIDE and WROLSTAD committed and caused to be committed the following overt acts, among others, in Sikeston, Scott County, Missouri, and in the County of St. Louis, Missouri, all in the Eastern District of Missouri, and elsewhere:

#### **811 Agnes Property**

30. In or about April of 2006, the exact date being unknown to the Grand Jury, Defendants MCBRIDE and WROLSTAD encouraged, arranged for, and facilitated J.S. purchasing residential real estate located at 811 Agnes Street in Sikeston, Scott County, Missouri.

31. Defendants MCBRIDE and WROLSTAD facilitated and assisted J.S. purchasing the 811 Agnes property for approximately \$54,000, when the actual selling price received by Sellers M.L.S. and R.N.S. was \$15,000.

32. As part of the scheme, defendants MCBRIDE and WROLSTAD prepared and caused to be prepared a Contract for the Sale of Real Estate for J.S.'s purchase of the real estate located at 811 Agnes in Sikeston, Scott County, Missouri, which was for a stated purchase price of \$54,000.00 and which contained the purported signatures of Sellers M.L.S. and R.N.S., which were forged.

33. On or about April 27, 2006, a representative of Century Mortgage prepared and J.S. signed a loan application for a first mortgage in connection with his proposed purchase of 811 Agnes Street in Sikeston, Missouri. In the loan application, there was a false representation that J.S. would occupy the property as his primary residence.

34. In April of 2006, defendant MCBRIDE caused to be sent from Century Mortgage to Freedom Title, the Contract for the Sale of Real Estate for the sale of the real estate located at 811 Agnes Street, Sikeston, Missouri, for the price of \$54,000.

35. In April of 2006, defendants MCBRIDE and WROLSTAD caused to be sent from Freedom Title in St. Louis, Missouri to Long Beach Mortgage in California a false and fraudulent loan application from J.S., together with supporting documentation that falsely represented that J.S. would occupy the property as his primary residence and with the false representation that the contract sale price was \$54,000 when in fact it was \$15,000.

36. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the real estate located at 811 Agnes in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$54,000.00.

37. On or about April 27, 2006, defendant WROLSTAD presented to J.S. the final documents to close on the loan for the purchase of the real estate located at 811 Agnes Street, Sikeston, Missouri, including the promissory note and deed of trust securing repayment of the promissory note.

38. As part of the scheme, on or about April 27, 2006, in Cape Girardeau County, in the Eastern District of Missouri, defendant WROLSTAD notarized the Warranty Deed conveying 811 Agnes from M.S. and R.S. to J.S.

39. On or about April 27, 2006, defendants MCBRIDE and WROLSTAD caused to be prepared a false and fraudulent Settlement Statement for the sale and purchase of the property at 811 Agnes Street in Sikeston, Scott County, Missouri, which falsely and fraudulently reflected a sale price of \$54,000. In fact, the sale price was \$15,000.

40. As part of the scheme, defendant MCBRIDE paid, and caused to be paid \$3092.07 on behalf of J.S. as closing expenses to assist J.S. in purchasing the real estate located at 811 Agnes.

41. On or about April 27, 2006, defendants MCBRIDE and WROLSTAD induced and caused Long Beach Mortgage to fund J.S.'s loan in the amount of \$48,600.00 and to transfer funds in the approximate amount of \$48,683.60 by wire transfer in interstate commerce from its bank account in Stockton, California, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

42. At or shortly after closing Freedom Title paid approximately \$15,000 of the mortgage loan proceeds to First Security State Bank to satisfy the first mortgage loan on 811

Agnes Street as the total compensation due sellers M.S. and R.S. for selling their interest in the real estate located at 811 Agnes Street.

43. As part of the scheme, on or about April 28, 2006, as part of the closing of the sale of the 811 Agnes property, defendants caused Freedom Title to wire transfer \$21,337.12 from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-5608 in the name of Russell Todd MCBRIDE.

44. As part of the scheme, on April 28, 2006, defendants caused Freedom Title to wire transfer the amount of \$14,075.07 from the escrow account of Freedom Title with Commerce Bank to Regions Bank Account No. xx-xxxx-9706, in the name of Robert P. WROLSTAD and Ginger Swann-Wrolstad.

45. As part of the scheme, on or about April 28, 2006, defendants caused the Promissory Note, HUD-1 Settlement Statements, copies of the Warranty Deed and Deed of Trust, and other closing documents to be sent from the offices of Freedom Title in St. Louis, Missouri, by commercial interstate carrier to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, in Itasca, Illinois.

46. As part of the scheme, on or about August 29, 2006, defendants caused the Warranty Deed and Deed of Trust for the sale of the real estate located at 811 Agnes in Sikeston, Missouri, to be sent by commercial interstate carrier from the office of Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

47. Had the lender Long Beach Mortgage been aware that the actual contract selling price was \$15,000.00, rather than \$54,000.00; that the actual selling price received by sellers

M.L.S. and R.N.S. was \$15,000.00; that the signatures of the sellers on the Contract for the Sale of Real Estate were forged; that the Buyer did not contribute any of his own funds to purchase the real estate located at 811 Agnes; and had Long Beach Mortgage known that the true market value of the real estate located at 811 Agnes in Sikeston, Missouri, was substantially less than the buying price of \$54,000, Long Beach Mortgage would not have loaned approximately \$48,600.00 to J.S. to purchase the property for \$54,000.

### **309 Prosperity Property**

48. As part of the scheme, on or about August 28, 2006, Defendant MCBRIDE encouraged M.B. to purchase and made arrangements to facilitate M.B. purchasing residential real estate located at 309 Prosperity Street in Sikeston, Scott County, Missouri.

49. As part of the scheme, M.B. purchased the real estate located at 309 Prosperity for approximately \$66,000, when the actual selling price received by the Seller was \$7,500.

50. As part of the scheme, defendants MCBRIDE and WROLSTAD prepared and caused to be prepared a Contract for the Sale of Real Estate for M.B.'s purchase of the real estate located at 309 Prosperity in Sikeston, Scott County, Missouri, which was for a stated purchase price of \$66,000.00.

51. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 309 Prosperity in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$66,000.00, when in fact it was worth approximately \$7500.

52. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$8,000 on behalf of M.B. as down payment and closing expenses to assist M.B. in purchasing the real estate located at 309 Prosperity in Sikeston, Missouri.

53. As part of the scheme, on or about August 28, 2006, Long Beach Mortgage funded M.B.'s loan in the amount of \$57,259.56 and transferred funds in the approximate amount of \$57,259.56 by wire transfer in interstate commerce from its account in Stockton, California, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

54. As part of the scheme, on or about August 28, 2006, Defendant MCBRIDE paid \$3500 to M.B. for purchasing the property located at 309 Prosperity.

55. As part of the scheme, on or about August 29, 2006, as part of the closing of the sale of the 309 Prosperity property, defendants MCBRIDE and WROLSTAD caused Freedom Title to wire transfer \$51,029.23 from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-5608 in the name of Russell Todd MCBRIDE.

56. As part of the scheme, on or about August 29, 2006, defendants MCBRIDE and WROLSTAD caused Freedom Title to wire transfer \$3071.93 from the escrow account of Freedom Title with Commerce Bank to Regions Bank Account No. xx-xxxx-9706, in the name of Robert P. WROLSTAD and Ginger Swann-Wrolstad.

57. As part of the scheme, on or about August 29, 2006, defendants caused the Promissory Note, HUD-1 Settlement Statements, copies of the Warranty Deed and Deed of Trust, and other closing documents to be sent by commercial interstate carrier from the office of

Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage located at One Pierce Place, Suite 700, Itasca, Illinois 60143.

58. As part of the scheme, on or about August 29, 2006, defendants caused the Warranty Deed and Deed of Trust for the sale of the real estate located at 309 Prosperity to be sent by commercial interstate carrier from the office of Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

59. Had the lender Long Beach Mortgage been aware that the actual contract selling price was \$7,500.00 rather than \$66,000.00; that the actual selling price received by the Seller was \$7,500.00; that the Buyer did not contribute any of her own funds to purchase the real estate located at 309 Prosperity; and had Long Beach Mortgage known that the true market value of the real estate located at 309 Prosperity in Sikeston, Missouri, was substantially less than the buying price of \$66,000, Long Beach Mortgage would not have loaned approximately \$59,400.00 to M.B. to purchase the property for \$66,000.

60. The Grand Jury incorporates by reference as additional overt acts the mailings by commercial interstate carrier of the Promissory Notes, HUD-1 Settlement Statements, copies of the Warranty Deed and Deed of Trust, and other closing documents, and the wire transmissions set forth in Counts II through XXXIV, inclusive. The wire transmissions were in interstate commerce, in furtherance of and as a result of the conspiracy and scheme to defraud, as described above.

61. Between in or about July 2005 and until at least November 28, 2006, conspirators MCBRIDE and WROLSTAD paid and caused to be paid to victim-investors and appraisers, fees, commissions, and other monies for services and actions in connection with the scheme.

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

## **COUNT II**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 47 of Count I.

### **Wire Fraud**

2. On or about April 27, 2006, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD,**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$46,683.60 on behalf of Long Beach Mortgage Company from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

**COUNT III**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 47 of Count I.

**Mail Fraud**

2. The Grand Jury further alleges that on or about April 27, 2006, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, in Itasca, Illinois, containing closing documents regarding the sale of the 811 Agnes property, including the promissory note, copies of the warranty deed and deed of trust, Settlement Statements, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, a package containing the warranty deed and deed of trust conveying the property located at 811 Agnes

from the sellers to the buyer, and the property in trust to secure repayment of the loan from Long Beach Mortgage.

In violation of Title 18, United States Code, Sections 1341 and 2.

#### **COUNT IV**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 47 of Count I.

#### **Monetary Transactions**

2. The Grand Jury further alleges that on or about April 27, 2006, in the Eastern District of Missouri,

#### **RUSSELL TODD MCBRIDE**

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate commerce, and involving the use of a financial institution which was engaged in the activities which affected interstate commerce, in criminally derived property of a value greater than \$10,000, said monetary transactions being described as causing Freedom Title to send by wire transfer on April 28, 2006, the amount of \$21,337.12 to be sent via wire transfer from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-5608, in the name of Russell Todd MCBRIDE, followed by Defendant MCBRIDE withdrawing said amount from his U.S. Bank bank account, said property having been derived from a specified unlawful activity, namely, wire fraud, in violation of Title 18, United States Code, Section 1343 and mail fraud in violation of Title 18, United States Code, Section 1341.

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

## COUNT V

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 47 of Count I.

### Monetary Transactions

2. The Grand Jury further alleges that on or about April 27, 2006, in the Eastern District of Missouri,

### **ROBERT P. WROLSTAD**

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate commerce, and involving the use of a financial institution which was engaged in the activities which affected interstate commerce, in criminally derived property of a value greater than \$10,000, said monetary transactions being described as causing Freedom Title to send by wire transfer on April 28, 2006, the amount of \$14,075.07 from the escrow account of Freedom Title with Commerce Bank to Regions Bank Account No. xx-xxxx-9706, in the name of Robert P. WROLSTAD and Ginger Swann-Wrolstad, followed by Defendant WROLSTAD subsequently withdrawing said amount from his Regions bank account, said property having been derived from a specified unlawful activity, namely, wire fraud, in violation of Title 18, United States Code, Section 1343 and mail fraud in violation of Title 18, United States Code, Section 1341.

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

**COUNT VI**

**309 Prosperity**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 and paragraphs 48 through 59 of Count I.

**Wire Fraud**

2. On or about August 28, 2006, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$57,259.56 on behalf of Long Beach Mortgage Company from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

## COUNT VII

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 and paragraphs 48 through 59 of Count I.

### Mail Fraud

2. The Grand Jury further alleges that on or about August 29, 2006, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, in Itasca, Illinois, containing closing documents regarding the sale of the 309 Prosperity property, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, a package containing the warranty deed and deed of trust conveying the property located at 309 Prosperity

from the sellers to the buyer, and the property in trust to secure repayment of the loan from Long Beach Mortgage.

In violation of Title 18, United States Code, Sections 1341 and 2.

### **COUNT VIII**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 and paragraphs 48 through 59 of Count I.

#### **Monetary Transactions**

2. The Grand Jury further alleges that on or about August 29, 2006, in the Eastern District of Missouri,

#### **RUSSELL TODD MCBRIDE,**

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate commerce, and involving the use of a financial institution which was engaged in the activities which affected interstate commerce, in criminally derived property of a value greater than \$10,000, said monetary transactions being described as causing Freedom Title to send by wire transfer on August 29, 2006, the amount \$51,029.23 from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-5608, in the name of Russell Todd MCBRIDE, followed by Defendant MCBRIDE withdrawing said amount from his U.S. Bank bank account, said property having been derived from a specified unlawful activity, namely, wire fraud and mail fraud, in violation of Title 18, United States Code, Sections 1343 and 1341.

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

## COUNT IX

### 203 Adams Property

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.
2. As part of the scheme, on or about February 6, 2006, defendant MCBRIDE encouraged D.J. to purchase and made arrangements to facilitate D.J. purchasing residential real estate located at 203 Adams Street in Sikeston, Scott County, Missouri.
3. As part of the scheme, D.J. purchased the 203 Adams property for approximately \$57,000, when the actual selling price received by the Seller was \$13,500.
4. As part of the scheme, defendants MCBRIDE and WROLSTAD prepared and caused to be prepared a Contract for the Sale of Real Estate for D.J.'s purchase of the real estate located at 203 Adams in Sikeston, Scott County, Missouri, for a stated purchase price of \$57,000.00.
5. On or about February 6, 2006, a representative of Century Mortgage prepared and and D.J. signed a loan application for a first mortgage in connection with his proposed purchase of the real estate located at 203 Adams in Sikeston, Missouri. In the loan application, there was a false representation that D.J. would occupy the property as his primary residence.
6. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 203 Adams in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$57,000.00, when in fact it was worth substantially less.

7. As part of the scheme, on or about February 6, 2006, in Scott County, in the Eastern District of Missouri, Defendant WROLSTAD notarized the Warranty Deed conveying 203 Adams from D.O. and E.O., his wife, to D.J.

8. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$8,000.00 on behalf of D.J. as down payment and closing expenses to assist D.J. in purchasing the property located at 203 Adams.

9. As part of the scheme, on or about February 6, 2006, Long Beach Mortgage funded D.J.'s loan in the amount of \$48,600.00 and transferred funds in the approximate amount of \$47,914.70 by wire transfer in interstate commerce from its account in Stockton, California, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

10. As part of the scheme, on or about February 6, 2006, defendant MCBRIDE paid at least \$2000 to D.J. for purchasing the real estate located at 203 Adams.

11. As part of the scheme, on February 7, 2006, as part of the closing of the sale of the 203 Adams property, defendants caused Freedom Title to wire transfer \$41,139.31 from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-5608 in the name of Russell Todd MCBRIDE.

12. As part of the scheme, on February 7, 2006, defendants caused Freedom Title to wire transfer \$12,229.39 from the escrow account of Freedom Title with Commerce Bank to Regions Bank Account No. xx-xxxx-9706, in the name of Robert P. WROLSTAD and Ginger Swann-Wrolstad.

13. As part of the scheme, on or about February 7, 2006, defendants caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents to be sent by commercial interstate carrier from the office of Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, Itasca, Illinois 60143.

14. As part of the scheme, on or about February 7, 2006, defendants caused the warranty deed and deed of trust for the sale of the real estate located at 203 Adams in Sikeston, Missouri, to be sent by commercial interstate carrier to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

15. Had the lender Long Beach Mortgage been aware that the actual contract selling price was \$13,500.00 rather than \$57,000.00; that the actual selling price received by the Seller was \$13,500.00; that the Buyer did not contribute any of his own funds to purchase the real estate located at 203 Adams; and had Long Beach Mortgage known that the true market value of the property located at 203 Adams was substantially less than the buying price of \$57,000, Long Beach Mortgage would not have loaned approximately \$49,075.00 to D.J. to purchase the property for \$57,000.

**Wire Fraud**

16. On or about February 6, 2006, in Scott County, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$47,914.70 on behalf of Long Beach Mortgage Company from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

**COUNT X**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count IX.

**Mail Fraud**

2. The Grand Jury further alleges that on or about February 7, 2006, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did

cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, in Itasca, Illinois, containing closing documents regarding the sale of the 203 Adams property, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, Missouri, a package containing the warranty deed and deed of trust conveying the property located at 203 Adams from the sellers to the buyer, and the property in trust to secure repayment of the loan from Long Beach Mortgage.

In violation of Title 18, United States Code, Sections 1341 and 2.

#### **COUNT XI**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count IX.

#### **Monetary Transactions**

2. The Grand Jury further alleges that on or about February 7, 2006, in the Eastern District of Missouri, and elsewhere,

#### **RUSSELL TODD MCBRIDE**

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate commerce, and involving the use of a financial institution which was engaged in the activities which affected interstate commerce, in criminally derived property of a

value greater than \$10,000, said monetary transactions being described as causing Freedom Title to send by wire transfer on February 7, 2006, the amount \$ 41,139.31 from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-5608, in the name of Russell Todd MCBRIDE, followed by defendant MCBRIDE withdrawing said amount from his U.S. Bank bank account, said property having been derived from a specified unlawful activity, namely, wire fraud and mail fraud, in violation of Title 18, United States Code, Sections 1343 and 1341.

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

## COUNT XII

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count IX.

### Monetary Transactions

2. The Grand Jury further alleges that on or about February 7, 2006, in the Eastern District of Missouri, and elsewhere,

### **ROBERT P. WROLSTAD**

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate commerce, and involving the use of a financial institution which was engaged in the activities which affected interstate commerce, in criminally derived property of a value greater than \$10,000, said monetary transactions being described as causing Freedom Title to send by wire transfer on February 7, 2006, the amount of \$12,229.39 from the escrow account of Freedom Title with Commerce Bank to Regions Bank Account No. xx-xxxx-9706, in the

name of Robert P. WROLSTAD and Ginger Swann-Wrolstad, followed by Defendant WROLSTAD subsequently withdrawing said amount from his Regions bank account, said property having been derived from a specified unlawful activity, namely, wire fraud and mail fraud, in violation of Title 18, United States Code, Sections 1343 and 1341.

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

### **COUNT XIII**

#### **221 North Handy Property**

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.

2. As part of the scheme, on or about July 26, 2005, defendant MCBRIDE encouraged and assisted M.F. to purchase, and made arrangements to facilitate M.F. purchasing residential real estate located at 221 North Handy Street in Sikeston, Scott County, Missouri, in the Eastern District of Missouri.

3. As part of the scheme, M.F. purchased the 221 North Handy property for approximately \$52,000, when the actual selling price received by the Sellers was \$10,500.

4. As part of the scheme, defendants MCBRIDE and WROLSTAD prepared and caused to be prepared a Contract for the Sale of Real Estate, dated March 25, 2005, for defendant McBride's purchase of the real estate located at 221 North Handy in Sikeston, Scott County, Missouri, for a stated purchase price of \$10,500.00.

5. As part of the scheme, defendants MCBRIDE and WROLSTAD subsequently prepared and caused to be prepared a Contract for the Sale of Real Estate, dated July 1, 2005, for

M.F.'s purchase of the real estate located at 221 North Handy in Sikeston, Scott County, Missouri, which was for a stated purchase price of \$52,000.00.

6. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 221 North Handy in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$52,000.00, when in fact it was worth substantially less.

7. As part of the scheme, on or about July 26, 2005, in the Eastern District of Missouri, defendant MCBRIDE notarized the Warranty Deed conveying the real estate located at 221 North Handy from D.O. and E.O. to M.F.

8. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$9,000.00 on behalf of M.F. as down payment and closing expenses to assist M.F. in purchasing the property located at 221 North Handy.

9. As part of the scheme, on or about July 27, 2005, Long Beach Mortgage funded M.F.'s loan in the amount of \$46,800.00 and transferred funds in the approximate amount of \$45,852.20 by wire transfer in interstate commerce from its account in Stockton, California, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

10. As part of the scheme, on or about July 27, 2005, defendant MCBRIDE caused to be paid at least \$5000.00 to M.F. for purchasing the property located at 221 North Handy.

11. As part of the scheme, on or about July 27, 2005, as part of the closing of the sale of the residential real estate located at 221 North Handy, defendants caused Freedom Title to

prepare and deliver Check No. 17443 in the amount of \$35,350.04 drawn on the escrow account of Freedom Title with Commerce Bank to, and made payable to, defendant MCBRIDE.

12. As part of the scheme, on or about July 27, 2005, as part of the closing of the sale of the 221 North Handy property, defendants caused Freedom Title to prepare and deliver Check No. 17442 in the amount of \$ 1,000.00 drawn on the escrow account of Freedom Title with Commerce Bank to, and made payable to, Robert WROLSTAD.

13. As part of the scheme, on or about July 27, 2005, defendants caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, to be sent by Freedom Title from its office in St. Louis, Missouri, by commercial interstate carrier to the offices of Long Beach Mortgage Company located in One Pierce Place, Suite 700, Itasca, Illinois 60143.

14. As part of the scheme, on or about July 27, 2005, defendants caused the Warranty Deed and Deed of Trust for the sale of the real estate located at 221 North Handy in Sikeston, Missouri, to be sent by Freedom Title from its office in St. Louis, Missouri, by commercial interstate carrier to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

15. Had the lender Long Beach Mortgage been aware that the actual contract selling price was \$10,500.00 rather than \$52,000.00; that the actual selling price received by the Sellers was \$10,500.00; that the Buyer M.F. had not contributed any funds to purchase the real estate located at 221 North Handy in Sikeston, Missouri; and had Long Beach Mortgage known that the true market value of the property located at 221 North Handy was substantially less than the

buying price of \$52,000, Long Beach Mortgage would not have loaned approximately \$46,800.00 to M.F. to purchase the property for \$52,000.

**Wire Fraud**

16. On or about July 27, 2005, in Scott County, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$45,852.20 on behalf of Long Beach Mortgage Company from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

**COUNT XIV**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count XIII.

**Mail Fraud**

2. The Grand Jury further alleges that on or about July 27, 2005, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from the offices of Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage located at One Pierce Place, Suite 700, in Itasca, Illinois, containing closing documents regarding the sale of the 221 North Handy property, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from the offices of Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, Missouri, a package containing the warranty deed and deed of trust conveying the property located at 221 North Handy from the sellers to the buyer, and the property in trust to secure repayment of the loan from Long Beach Mortgage.

In violation of Title 18, United States Code, Sections 1341 and 2.

## COUNT XV

### 209 Adams Property

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.

2. As part of the scheme, on or about February 10, 2006, defendant MCBRIDE assisted and encouraged D.J. to purchase and made arrangements to facilitate D.J. purchasing residential real estate located at 209 Adams Street in Sikeston, Scott County, Missouri.

3. As part of the scheme, D.J. purchased the 209 Adams property for approximately \$56,000, when the actual selling price that the Sellers D.O. and E.O., his wife, were supposed to receive was \$17,000.

4. As part of the scheme, defendants MCBRIDE and WROLSTAD prepared and caused to be prepared a Contract for the Sale of Real Estate, dated March 24, 2005, for defendant McBride's purchase of the real estate located at 209 Adams in Sikeston, Scott County, Missouri, for a stated purchase price of \$17,000.00.

5. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 209 Adams in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$56,000.00, when in fact it was worth substantially less.

6. As part of the scheme, on or about February 10, 2006, in Scott County, in the Eastern District of Missouri, defendants MCBRIDE and WROLSTAD caused to be forged the signatures of D.O. and E.O., his wife, on the Warranty Deed purporting to convey 209 Adams from D.O. and E.O. to D.J.

7. As part of the scheme, on or about February 10, 2006, in Scott County, in the Eastern District of Missouri, Defendant WROLSTAD notarized the forged signatures of D.O. and E.O., falsely and fraudulently attesting and confirming that D.O. and E.O. had appeared before him and signed the warranty deed, when in fact D.O. and E.O. had not appeared before defendant WROLSTAD, and did not execute a warranty deed conveying the real estate located at 209 Adams, to D.J.

8. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$6,000.00 on behalf of D.J. as down payment and closing expenses to assist D.J. in purchasing the property located at 209 Adams.

9. As part of the scheme, on or about February 10, 2006, Argent Mortgage Company, LLC funded D.J.'s loan in the amount of \$50,400.00 to purchase the property located at 209 Adams and transferred funds in the approximate amount of \$49,318.80 by wire transfer in interstate commerce from its account with Deutsche Bank Trust Co. Americas in New York, New York, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

10. As part of the scheme, on or about February 10, 2006, Defendant MCBRIDE paid at least \$2000 to D.J. for purchasing the property located at 209 Adams.

11. As part of the scheme, on or about February 14, 2006, as part of the closing of the sale of the 209 Adams property, defendants caused Freedom Title to wire transfer \$42,503.70 to MCBRIDE from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-5608 in the name of Russell Todd MCBRIDE.

12. As part of the scheme, on February 14, 2006, defendants caused Freedom Title to wire transfer \$9,922.80 to Defendant WROLSTAD from the escrow account of Freedom Title with Commerce Bank to Regions Bank Account No. xx-xxxx-9706, in the name of Robert P. WROLSTAD and Ginger Swann-Wrolstad.

13. As part of the scheme, on or about February 14, 2006, defendants caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, to be sent by commercial interstate carrier from the offices of Freedom Title in St. Louis, Missouri, to the offices of Argent Mortgage Company, LLC located at 1701 Golf Road, 8<sup>th</sup> Floor, Rolling Meadows, Illinois 60008.

14. As part of the scheme, on or about February 14, 2006, defendants caused the Warranty Deed and Deed of Trust for the sale of 209 Adams to be sent by United Parcel Service (UPS), a common commercial interstate carrier, from the offices of Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

15. Had the lender Argent Mortgage Company, LLC been aware that the actual contract selling price was \$17,000 rather than \$56,000.00, that the signatures of D.O. and E.O., the owners of the real estate located at 209 Adams, were forged, and that the buyer did not contribute any funds to the purchase of the property located at 209 Adams, and had Argent Mortgage Company, LLC known that the true market value of the property located at 209 Adams was substantially less than the buying price of \$56,000, Argent Mortgage Company, LLC would not have loaned approximately \$54,400.00 to D.J. to purchase the property for \$56,000.

**Wire Fraud**

16. On or about February 10, 2006, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$49,318.80 on behalf of Argent Mortgage Company from its account with Deutsche Bank Trust Co. Americas in New York, New York, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

**COUNT XVI**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count XV.

**Mail Fraud**

2. The Grand Jury further alleges that on or about February 14, 2006, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from the offices of Freedom Title in St. Louis, Missouri, to the offices of Argent Mortgage Company, LLC located at 1701 Golf Road, 8<sup>th</sup> Floor, in Rolling Meadows, Illinois 60008, containing closing documents regarding the sale of the 209 Adams property, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from the offices of Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, a package containing the warranty deed and deed of trust conveying the property located at 209 Adams from the sellers to the buyer, and the property in trust to secure repayment of the loan from Argent Mortgage Company, LLC.

In violation of Title 18, United States Code, Sections 1341 and 2.

**COUNT XVII**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count XV.

**Monetary Transactions**

2. The Grand Jury further alleges that on or about February 14, 2006, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate commerce, and involving the use of a financial institution which was engaged in the activities which affected interstate commerce, in criminally derived property of a value greater than \$10,000, said monetary transactions being described as causing Freedom Title to send by wire transfer on February 14, 2006, the amount of \$42,503.70 from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-5608, in the name of Russell Todd MCBRIDE, followed by Defendant MCBRIDE withdrawing said amount from his U.S. Bank bank account, said property having been derived from a specified unlawful activity, namely, wire fraud and mail fraud, in violation of Title 18, United States Code, Sections 1343 and 1341.

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

**COUNT XVIII**

**801 Delmar Property**

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.

2. As part of the scheme, on or about August 3, 2006, Defendant MCBRIDE assisted and encouraged M.M. to purchase and made arrangements to facilitate M.M. purchasing

residential real estate located at 801 Delmar Street in Sikeston, Scott County, in the Eastern District of Missouri.

3. As part of the scheme, M.M. purchased the 801 Delmar property for approximately \$62,000, when the actual selling price that the Sellers B.C. and P.C., his wife, were supposed to receive was \$20,000.

4. As part of the scheme, defendants MCBRIDE and WROLSTAD prepared and caused to be prepared a Contract for the Sale of Real Estate, dated July 5, 2006, for M.M.'s purchase of the real estate located at 801 Delmar in Sikeston, Scott County, Missouri, which was for a stated purchase price of \$62,000.00.

5. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 801 Delmar in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$62,000.00, when in fact it was worth substantially less.

6. As part of the scheme, on or about August 3, 2006, in Scott County, in the Eastern District of Missouri, defendants MCBRIDE and WROLSTAD caused to be forged the signatures of B.C. and P.C., his wife, on the Warranty Deed purporting to convey the real estate located at 801 Delmar from B.C. and P.C. to M.M.

7. As part of the scheme, on or about August 3, 2006, in Scott County, in the Eastern District of Missouri, defendants MCBRIDE and WROLSTAD caused to be notarized the purported but forged signatures of B.C. and P.C., his wife, in a Warranty Deed conveying the real estate located at 801 Delmar in Sikeston, Missouri, from B.C. and P.C. to M.M.

8. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$12,000.00 on behalf of M.M. as down payment and closing expenses to assist M.M. in purchasing the property located at 801 Delmar.

9. As part of the scheme, on or about August 3, 2006, Argent Mortgage Company, LLC funded M.M.'s loan in the amount of \$55,800.00 to purchase the real estate located at 801 Delmar in Sikeston, Missouri, and transferred funds in the approximate amount of \$53,410.08 by wire transfer in interstate commerce from its account with Deutsche Bank Trust Co. Americas in New York, New York, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

10. As part of the scheme, on or about August 3, 2006, defendant MCBRIDE paid at least \$5000 to M.M. for purchasing the property located at 801 Delmar.

11. As part of the scheme, on or about August 4, 2006, as part of the closing of the sale of the 801 Delmar property, defendants caused Freedom Title to wire transfer \$30,643.92 to MCBRIDE from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-6820 in the name of MCBRIDE Enterprises, controlled by defendant MCBRIDE.

12. As part of the scheme, on August 4, 2006, defendants caused Freedom Title to wire transfer \$11,000.00 to defendant WROLSTAD from the escrow account of Freedom Title with Commerce Bank to Regions Bank Account No. xxxxxxxx-8704, in the name of Robert P. WROLSTAD or Ginger Swann-Wrolstad d/b/a WROLSTAD Enterprises.

13. As part of the scheme, on or about August 4, 2006, defendants caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing

documents, to be sent by commercial interstate carrier from the offices of Freedom Title in St. Louis, Missouri, to the offices of Argent Mortgage Company, LLC located at 1701 Golf Road, 8<sup>th</sup> Floor, Rolling Meadows, Illinois 60008.

14. As part of the scheme, on or about August 4, 2006, defendants caused the Warranty Deed and Deed of Trust for the sale of 801 Delmar to be sent by commercial interstate carrier from Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

15. Had the lender Argent Mortgage Company, LLC been aware that the actual contract selling price was \$20,000.00 rather than \$62,000.00, that the signatures of B.C. and P.C., the owners of the real estate located at 801 Delmar, were forged, that the buyer M.M. did not contribute any funds to the purchase of the property located at 801 Delmar, and had Argent Mortgage Company, LLC known that the true market value of the property located at 801 Delmar was substantially less than the buying price of \$62,000, Argent Mortgage Company, LLC would not have made loaned approximately \$55,800.00 to M.M. to purchase the property for \$62,000.00.

**Wire Fraud**

16. On or about August 3, 2006, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and

promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$53,410.08 from Argent Mortgage Company from its account with Deutsche Bank Trust Co. Americas in New York, New York, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

**COUNT XIX**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count XVIII.

**Mail Fraud**

2. The Grand Jury further alleges that on or about August 4, 2006, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from the offices of Freedom Title in St. Louis, Missouri, to the offices of Argent Mortgage Company, LLC located

at 1701 Golf Road, 8<sup>th</sup> Floor, in Rolling Meadows, Illinois 60008, containing closing documents regarding the sale of the 801 Delmar property, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, Missouri, a package containing the warranty deed and deed of trust conveying the property located at 801 Delmar from the sellers to the buyer, and the property in trust to secure repayment of the loan from Argent Mortgage Company, LLC.

In violation of Title 18, United States Code, Sections 1341 and 2.

#### **COUNT XX**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count XVIII.

#### **Monetary Transactions**

2. The Grand Jury further alleges that on or about August 4, 2006, in the Eastern District of Missouri, and elsewhere,

#### **RUSSELL TODD MCBRIDE**

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate commerce, and involving the use of a financial institution which was engaged in the activities which affected interstate commerce, in criminally derived property of a value greater than \$10,000, said monetary transactions being described as causing Freedom Title to send by wire transfer on August 4, 2006, the amount of \$30,643.92 from the escrow account

of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-6820, in the name of MCBRIDE Enterprises, under the control of defendant MCBRIDE, followed by Defendant MCBRIDE withdrawing said amount from his U.S. Bank bank account, said property having been derived from a specified unlawful activity, namely, wire fraud and mail fraud, in violation of Title 18, United States Code, Sections 1343 and 1341.

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

### **COUNT XXI**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count XVIII.

#### **Monetary Transactions**

2. The Grand Jury further alleges that on or about August 4, 2006, in the Eastern District of Missouri, and elsewhere,

#### **ROBERT P. WROLSTAD**

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate commerce, and involving the use of a financial institution which was engaged in the activities which affected interstate commerce, in criminally derived property of a value greater than \$10,000, said monetary transactions being described as causing Freedom Title to send by wire transfer on August 4, 2006, the amount of \$11,000 from the escrow account of Freedom Title with Commerce Bank to Regions Bank Account No. xxxxxxxx-8704, in the name of Robert P. WROLSTAD and Ginger Swann-Wrolstad, d/b/a WROLSTAD Enterprises, followed by defendant WROLSTAD subsequently withdrawing said amount from his Regions

bank account, said property having been derived from a specified unlawful activity, namely, wire fraud and mail fraud, in violation of Title 18, United States Code, Sections 1343 and 1341.

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

## **COUNT XXII**

### **834 William Property**

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.
2. As part of the scheme, on or about December 6, 2005, defendant MCBRIDE assisted and encouraged C.W. to purchase and made arrangements to facilitate C.W. purchasing residential real estate located at 834 William Street in Sikeston, Scott County, in the Eastern District of Missouri.
3. As part of the scheme, C.W. purchased the 834 William property for approximately \$59,000, when the actual selling price received by the Seller was \$12,000.00.
4. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 834 William in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$59,000.00, when in fact it was worth substantially less.
5. As part of the scheme, on or about December 6, 2005, in Scott County, in the Eastern District of Missouri, defendant MCBRIDE notarized the purported signature of R.G., in a Warranty Deed conveying 834 William from R.G. to C.W.
6. As part of the scheme, on or about December 6, 2005, in Scott County, in the Eastern District of Missouri, defendants MCBRIDE and WROLSTAD caused to be forged the

signature of the seller R.G. on the Warranty Deed purporting to convey the real estate located at 834 William from R.G. to C.W.

7. As part of the scheme, on or about December 6, 2005, in Scott County, in the Eastern District of Missouri, defendant MCBRIDE notarized the forged signature of R.G., falsely and fraudulently attesting and confirming that R.G. had appeared before him and signed the warranty deed, when in fact R.G. had not appeared before Defendant MCBRIDE, and did not execute a warranty deed conveying the property located at 834 William to C.W. on December 6, 2005.

8. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$11,000.00 on behalf of C.W. as closing expenses and down payment to assist C.W. in purchasing the property located at 834 William in Sikeston, Missouri.

9. As part of the scheme, on or about December 6, 2005, Long Beach Mortgage funded C.W.'s loan in the approximate amount of \$48,000.00 and transferred funds in the approximate amount of \$47,914.70 by wire transfer in interstate commerce from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

10. As part of the scheme, on or about December 6, 2005, Defendant MCBRIDE paid and caused to be paid at least \$2000 to C.W. for purchasing the property located at 834 William.

11. As part of the scheme, on or about December 7, 2005, as part of the closing of the sale of the 834 William property, defendants caused Freedom Title to issue checks to MCBRIDE, including Check No. 33700 made payable to R. Todd MCBRIDE in the amount of \$12,380.85; Check No. 33702 made payable to R. Todd MCBRIDE in the amount of

\$12,380.86; and Check No. 33703 made payable to R. Todd MCBRIDE in the amount of \$12,308.86 from the escrow account of Freedom Title with Commerce Bank in Missouri.

12. As part of the scheme, on December 7, 2005, defendants caused Freedom Title to issue Check No. 33701 made payable to defendant Robert WROLSTAD in the amount of \$18,059.42 from the escrow account of Freedom Title with Commerce Bank.

13. As part of the scheme, on or about December 7, 2005, defendants caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, to be sent by commercial interstate carrier from the offices of Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, Itasca, Illinois 60143.

14. As part of the scheme, on or about December 7, 2005, defendants caused the Warranty Deed and Deed of Trust for the sale of 834 William to be sent by commercial interstate carrier from the offices of Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

15. Had the lender Long Beach Mortgage been aware that the actual contract selling price was \$12,000 rather than \$59,000.00, that the Seller's signature had been forged on the warranty deed purporting to convey the property located at 834 William to C.W., that the buyer C.W. did not contribute any funds to his purchase of the property located at 834 William, and had Long Beach Mortgage known that the true market value of the property located at 834 William was substantially less than the buying price of \$59,000, Long Beach Mortgage would not have loaned approximately \$48,000.00 to C.W. to purchase the property for \$59,000.

**Wire Fraud**

16. On or about December 6, 2005, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$47,914.70 on behalf of Long Beach Mortgage Company from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

**COUNT XXIII**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count XXII.

**Mail Fraud**

2. The Grand Jury further alleges that on or about December 7, 2005, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, in Itasca, Illinois, containing closing documents regarding the sale of the 834 William property, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, Missouri, a package containing the warranty deed and deed of trust conveying the property located at 834 William from the sellers to the buyer, and the property in trust to secure repayment of the loan from Long Beach Mortgage.

In violation of Title 18, United States Code, Sections 1341 and 2.

**COUNT XXIV**

**617 Dorothy Property**

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.

2. As part of the scheme, on or about December 6, 2005, Defendant MCBRIDE assisted and encouraged C.W. to purchase and made arrangements to facilitate C.W. purchasing residential real estate located at 617 Dorothy Street in Sikeston, Scott County, Missouri.

3. As part of the scheme, C.W. purchased the 617 Dorothy property for approximately \$59,000, when the actual selling price to be received by the Seller was \$12,000.00.

4. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 617 Dorothy in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$59,000.00, when in fact it was worth substantially less.

5. As part of the scheme, on or about December 6, 2005, in Scott County, in the Eastern District of Missouri, defendants MCBRIDE and WROLSTAD caused to be forged the signature of Seller R.G. on the Warranty Deed purporting to convey the property located at 617 Dorothy in Sikeston, Missouri, from R.G. to C.W.

6. As part of the scheme, on or about December 6, 2005, in Scott County, in the Eastern District of Missouri, defendant MCBRIDE notarized the forged signature of R.G., falsely and fraudulently attesting and confirming that R.G. had appeared before him and signed the warranty deed, when in fact R.G. had not appeared before defendant MCBRIDE, and did not execute a warranty deed purporting to convey the property located at 617 Dorothy to C.W. on December 6, 2005.

7. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$11,000.00 on behalf of C.W. as closing expenses and down payment to assist C.W. in purchasing the property located at 617 Dorothy in Sikeston, Missouri.

8. As part of the scheme, on or about December 6, 2005, Long Beach Mortgage funded C.W.'s loan in the approximate amount of \$50,150.00 and transferred funds in the approximate amount of \$47,927.75 by wire transfer in interstate commerce from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

9. As part of the scheme, on or about December 6, 2005, defendant MCBRIDE paid and caused to be paid at least \$2000 to C.W. for purchasing the real estate located at 617 Dorothy.

10. As part of the scheme, on or about December 7, 2005, as part of the closing of the sale of the 617 Dorothy property, defendants caused Freedom Title to issue checks to defendant MCBRIDE, including Check No. 33787 made payable to R. Todd MCBRIDE in the amount of \$15,091.30; Check No. 33789 made payable to R. Todd MCBRIDE in the amount of \$15,091.31; and Check No. 33790 made payable to R. Todd MCBRIDE in the amount of \$15,091.30 from the escrow account of Freedom Title with Commerce Bank.

11. As part of the scheme, on December 7, 2005, defendants caused Freedom Title to issue Check No. 33788 made payable to defendant Robert WROLSTAD in the amount of \$9,925.05 from the escrow account of Freedom Title with Commerce Bank.

12. As part of the scheme, on or about December 7, 2005, defendants caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and

other closing documents, to be sent by commercial interstate carrier from Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located in One Pierce Place, Suite 700, Itasca, Illinois 60143.

13. As part of the scheme, on or about December 7, 2005, defendants caused the Warranty Deed and Deed of Trust for the sale of the property located at 617 Dorothy to be sent by commercial interstate carrier from the offices of Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

14. Had the lender Long Beach Mortgage been aware that the actual contract selling price was \$12,000 rather than \$59,000.00, that the Seller's signature had been forged on the warranty deed purporting to convey the real estate located at 617 Dorothy to C.W., that the buyer C.W. did not contribute any funds to his purchase of the property located at 617 Dorothy, and had Long Beach Mortgage known that the true market value of the property located at 617 Dorothy was substantially less than the buying price of \$59,000, Long Beach Mortgage would not have loaned approximately \$50,150.00 to C.W. to purchase the property for \$59,000.

**Wire Fraud**

15. On or about December 6, 2005, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and

promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$47,927.75 by Long Beach Mortgage Company from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

**COUNT XXV**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 14 of Count XXIV.

**Mail Fraud**

2. The Grand Jury further alleges that on or about December 7, 2005, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located at One Pierce

Place, Suite 700, in Itasca, Illinois, containing closing documents regarding the sale of the 617 Dorothy property, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri, a package containing the warranty deed and deed of trust conveying the property located at 617 Dorothy in Sikeston, Missouri, from the sellers to the buyer, and the property in trust to secure repayment of the loan from Long Beach Mortgage.

In violation of Title 18, United States Code, Sections 1341 and 2.

#### **COUNT XXVI**

##### **416 Clayton Property**

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.
2. As part of the scheme, on or about November 27, 2006, defendant MCBRIDE assisted and encouraged A.J. to purchase and made arrangements to facilitate A.J. purchasing residential real estate located at 416 Clayton Street in Sikeston, Scott County, Missouri.
3. As part of the scheme, A.J. purchased the 416 Clayton property for approximately \$66,000, when the actual selling price received by the Seller was \$30,000.00 in the form of paying off the first mortgage lien held by Focus Bank.
4. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at

416 Clayton in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$66,000.00, when in fact it was worth substantially less.

5. As part of the scheme, on or about November 27, 2006, in Scott County, in the Eastern District of Missouri, defendant WROLSTAD notarized the signatures of M.S. and R.S., in a Warranty Deed conveying the property located at 416 Clayton from M.S. and R.S., his wife, to A.J.

6. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$14,000.00 on behalf of A.J. as closing expenses and down payment to assist A.J. in purchasing the real estate located at 416 Clayton in Sikeston, Missouri.

7. As part of the scheme, on or about November 27, 2006, Long Beach Mortgage funded A.J.'s loan in the approximate amount of \$53,460.00 and transferred funds in the approximate amount of \$51,447.72 by wire transfer in interstate commerce from its account in Stockton, California, to Residential Title Services, Inc. account with U.S. Bank in St. Louis, in the Eastern District of Missouri for disbursement in the Eastern District of Missouri.

8. As part of the scheme, on or about November 27, 2006, defendant MCBRIDE paid and caused to be paid at least \$2000 to A.J. for purchasing the property located at 416 Clayton.

9. As part of the scheme, on or about November 28, 2006, as part of the closing of the sale of the 416 Clayton property, defendants caused Residential Title Services, Inc. to issue checks payable to M.S. and R.S., including Check No. 28607 in the amount of \$10,000 and Check No. 28608 in the amount of \$10,683, which M.S. and R.S. endorsed over to defendant Russell Todd MCBRIDE, and Check No. 28605 in the amount of \$3,000, Check No. 28606 in

the amount of \$1,800, and Check No. 28609 in the amount of \$6,000, which M.S. and R.S. endorsed over to defendant WROLSTAD, from the escrow account of Residential Title with U.S. Bank in St. Louis, Missouri.

10. As part of the scheme, on November 27, 2006, defendant WROLSTAD submitted an invoice from WROLSTAD Enterprises to Residential Title Services, Inc. in the amount of \$31,483.00, dated November 27, 2006 for remodeling details and labor, "remodeling 416 Clayton Avenue, Sikeston, Missouri," marked paid in full, and signed on 11/27/06 by Robert WROLSTAD. The invoice submitted by defendant WROLSTAD was false and fraudulent in that neither defendant WROLSTAD nor WROLSTAD Enterprises under his control had performed work and supplied materials and repairs to the property located at 416 Clayton of a value of \$31,483.00.

11. As part of the scheme, on or about November 28, 2006, defendants caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, to be sent by commercial interstate carrier from Residential Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located in One Pierce Place, Suite 700, Itasca, Illinois 60143.

12. As part of the scheme, on or about November 28, 2006, defendants caused the Warranty Deed and Deed of Trust for the sale of the real estate located at 416 Clayton to be sent by commercial interstate carrier from the offices of Residential Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

13. Had the lender Long Beach Mortgage been aware that the actual contract selling price was \$30,000 rather than \$66,000.00; that the actual selling price received and retained by the Sellers was \$30,000.00 in the form of paying off the first mortgage lien held by Focus Bank; that the buyer A.J. did not contribute any funds to his purchase of the property located at 416 Clayton; and had Long Beach Mortgage known that the true market value of the property located at 416 Clayton was substantially less than the buying price of \$66,000, Long Beach Mortgage would not have loaned approximately \$53,460.00 to A.J. to purchase the property located at 416 Clayton in Sikeston, Missouri, for \$66,000.

**Wire Fraud**

14. On or about November 27, 2006, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$51,447.72 on behalf of Long Beach Mortgage Company from its account with Washington Mutual Bank in Stockton, California, to Residential Title's bank account with U.S. Bank in St. Louis, in the Eastern District of Missouri.

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

**COUNT XXVII**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 13 of Count XXVI.

**Mail Fraud**

2. The Grand Jury further alleges that on or about November 28, 2006, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Residential Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, in Itasca, Illinois, containing closing documents regarding the sale of the 416 Clayton property, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Residential Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, Missouri, a package containing the warranty deed and deed of trust conveying the property located at 416

Clayton from the sellers to the buyer, and the property in trust to secure repayment of the loan from Long Beach Mortgage.

In violation of Title 18, United States Code, Sections 1341 and 2.

### **COUNT XXVIII**

#### **318 Daniel Property**

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.
2. As part of the scheme, on or about February 8, 2006, defendant MCBRIDE assisted and encouraged D.J. to purchase and made arrangements to facilitate D.J. purchasing residential real estate located at 318 Daniel Street in Sikeston, Scott County, Missouri.
3. As part of the scheme, D.J. purchased the 318 Daniel property for approximately \$53,000, when the actual value for the property was substantially less.
4. Defendant MCBRIDE ultimately paid the owners of 318 Daniel, R.B. and C.B., his wife, \$9,900 for the property after being contacted by R.B.
5. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 318 Daniel in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$53,000.00, when in fact it was worth substantially less.
6. As part of the scheme, on or about February 8, 2006, in Scott County, in the Eastern District of Missouri, defendants MCBRIDE and WROLSTAD caused to be forged the signatures of R.B. and C.B., his wife, on the Warranty Deed purporting to convey 318 Daniel from R.B. and C.B. to D.J.

7. As part of the scheme, on or about February 8, 2006, in Scott County, in the Eastern District of Missouri, defendants MCBRIDE and WROLSTAD caused to be notarized the forged signatures of R.B. and C.B., his wife, when in fact R.B. and C.B. did not execute a warranty deed conveying the property located at 318 Daniel to D.J. on February 8, 2006.

8. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$7,000.00 on behalf of D.J. as closing expenses and down payment to assist D.J. in purchasing the property located at 318 Daniel in Sikeston, Missouri.

9. As part of the scheme, on or about February 8, 2006, Long Beach Mortgage funded D.J.'s loan in the amount of \$47,700.00 and transferred funds in the approximate amount of \$45,593.65 by wire transfer in interstate commerce from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

10. As part of the scheme, on or about February 8, 2006, Defendant MCBRIDE paid and caused to be paid at least \$2000 to D.J. for purchasing the property located at 318 Daniel.

11. As part of the scheme, on or about February 9, 2006, as part of the closing of the sale of the 318 Daniel property, defendants caused Freedom Title to wire transfer \$39,517.77 to defendant MCBRIDE from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-5608 in the name of Russell Todd MCBRIDE.

12. As part of the scheme, on February 9, 2006, defendants caused Freedom Title to wire transfer \$9,984.48 to Defendant WROLSTAD from the escrow account of Freedom Title with Commerce Bank to Regions Bank Account No. xx-xxxx-9706, in the name of Robert P. WROLSTAD and Ginger Swann-Wrolstad.

13. As part of the scheme, on or about February 9, 2006, defendants caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, to be sent from Freedom Title in St. Louis, Missouri, by commercial interstate carrier, UPS, to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, Itasca, Illinois 60143.

14. As part of the scheme, on or about February 9, 2006, defendants caused the Warranty Deed and Deed of Trust for the sale of 318 Daniel to be sent from Freedom Title in St. Louis, Missouri, by commercial interstate carrier, UPS, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

15. Had the lender Long Beach Mortgage been aware that the Sellers' signatures had been forged on the warranty deed purporting to convey the real estate located at 318 Daniel from R.B. and C.B., his wife to D.J.; that the owners of 318 Daniel, R.B. and C.B., his wife, were only paid \$9,900 for the real estate located at 318 Daniel; that the buyer D.J. did not contribute any funds to his purchase of the property located at 318 Daniel, and had Long Beach Mortgage known that the true market value of the property located at 318 Daniel was substantially less than the buying price of \$53,000, Long Beach Mortgage would not have loaned approximately \$47,700.00 to D.J. to purchase the property for \$53,000.

**Wire Fraud**

16. On or about February 8, 2006, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$45,593.65 on behalf of Long Beach Mortgage Company from its account with Washington Mutual Bank in Stockton, California, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

**COUNT XXIX**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 15 of Count XXVIII.

**Mail Fraud**

2. The Grand Jury further alleges that on or about February 9, 2006, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did

cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the offices of Long Beach Mortgage Company located at One Pierce Place, Suite 700, in Itasca, Illinois, containing closing documents regarding the sale of the real estate located at 318 Daniel in Sikeston, Missouri, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, Missouri, a package containing the warranty deed and deed of trust conveying the property located at 318 Daniel from the sellers to the buyer, and the property in trust to secure repayment of the loan from Long Beach Mortgage.

In violation of Title 18, United States Code, Sections 1341 and 2.

### **COUNT XXX**

#### **405 Branum Property**

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.
2. As part of the scheme, on or about October 31, 2006, defendant MCBRIDE assisted and encouraged R.T. and I.T., his wife, to purchase and made arrangements to facilitate R.T. and I.T., his wife, purchasing residential real estate located at 405 Branum Street in Sikeston, Scott County, Missouri, in the Eastern District of Missouri.
3. As part of the scheme, on or about November 2, 2006, at the office of Century Mortgage, in the City of Sikeston, Scott County, in the Eastern District of Missouri, defendants MCBRIDE and WROLSTAD prepared and caused to be prepared a Contract for the Sale of Real

Estate for defendant MCBRIDE to purchase the real estate located at 405 Branum in Sikeston, Scott County, Missouri, for a stated purchase price of \$20,000.00.

4. As part of the scheme, R.T. and I.T., his wife, purchased the 405 Branum property for approximately \$60,000, when the selling price that should have been received by the Seller was \$20,000.00.

5. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 405 Branum in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$60,000.00, when in fact it was worth substantially less.

6. As part of the scheme, on or about October 31, 2006, in St. Louis County, in the Eastern District of Missouri, defendants MCBRIDE and WROLSTAD caused to be forged the signatures of M.C. and B.C., his wife, on the Warranty Deed purporting to convey 405 Branum from M.C. and B.C., his wife, to R.T. and I.T.

7. As part of the scheme, on or about October 31, 2006, in St. Louis County, in the Eastern District of Missouri, defendant WROLSTAD notarized the forged signatures of M.C. and B.C., his wife, falsely and fraudulently attesting and confirming that M.C. and B.C. had appeared before him and signed the warranty deed, when in fact M.C. and B.C. had not appeared before defendant WROLSTAD, and did not execute a warranty deed conveying the property located at 405 Branum in Sikeston, Missouri, to R.T. and I.T. on October 31, 2006.

8. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$8,000.00 on behalf of R.T. and I.T., his wife, as down payment and closing

expenses to assist R.T. and I.T., his wife, in purchasing the real estate located at 405 Branum in Sikeston, Missouri.

9. As part of the scheme, on or about November 2, 2006, First NLC Financial Services, LLC funded the buyers' (R.T. and I.T., his wife), loan in the amount of \$54,000.00 and transferred funds in the approximate amount of \$53,657.11 by wire transfer in interstate commerce from its bank account with Citibank of New York, in New York, New York, to Residential Title's account with U.S. Bank in St. Louis, in the Eastern District of Missouri for disbursement in the Eastern District of Missouri.

10. As part of the scheme, on or about November 2, 2006, as part of the closing of the sale of the 405 Branum property, defendants caused Residential Title to issue checks from the escrow account of Residential Title with U.S. Bank in St. Louis, Missouri, payable to M.C. and B.C., including Check No. 28055 in the amount of \$20,000.00, Check No. 28056 in the amount of \$3,000.00, Check No. 28057 in the amount of \$10,000.00, and Check No. 28058 in the amount of \$10,000.00, all of which were falsely and fraudulently endorsed over to defendant MCBRIDE, and Check No. 28059 in the amount of \$13,464.92, which was falsely and fraudulently endorsed over to MCBRIDE Enterprises, an entity controlled by defendant MCBRIDE.

11. As part of the scheme, defendant MCBRIDE caused to be forged the signatures and endorsements of M.C. and B.C. on Residential Title Checks No. 28055, 28056, 28057, 28058, and 28059, so that the checks, constituting the entire proceeds of the real estate transaction for 405 Branum, would be paid to defendant MCBRIDE or his company, MCBRIDE Enterprises.

12. As part of the scheme, on or about November 2, 2006, defendants caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, to be sent by commercial interstate carrier to the offices of First NLC Financial Services, LLC located at 700 West Hillsboro Boulevard, Bldg 1 Suite 204, Deerfield Beach, Florida 33441.

13. As part of the scheme, on or about November 2, 2006, defendants caused the Warranty Deed and Deed of Trust for the sale of 405 Branum to be sent by commercial interstate carrier to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

14. Had the lender First NLC Financial Services, LLC been aware that the actual contract selling price was \$20,000 rather than \$60,000.00, that the signatures of M.C. and B.C. on the warranty deed purporting to convey the property located at 405 Branum from M.C. and B.C. to R.T. were forged, that M.C. and B.C. had not conveyed the property located at 405 Branum to R.T. and I.T. , and had First NLC Financial Services, LLC known that the true market value of the real estate located at 405 Branum was substantially less than the buying price of \$60,000, First NLC Financial Services, LLC would not have loaned approximately \$54,000.00 to R.T. and I.T., his wife, to purchase the property for \$60,000.

#### **Wire Fraud**

15. On or about November 2, 2006, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$ 53,657.11 on behalf of First NLC Financial Services, LLC from its account with Citibank of New York, in New York, New York, to Residential Title's bank account with U.S. Bank in St. Louis, in the Eastern District of Missouri.

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

**COUNT XXXI**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 14 of Count XXX.

**Mail Fraud**

2. The Grand Jury further alleges that on or about November 2, 2006, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Residential Title in St. Louis, Missouri, to the offices of First NLC Financial Services, LLC located at 700 West Hillsboro Boulevard, Bldg 1 Suite 204, Deerfield Beach, Florida 33441, containing closing documents regarding the sale of the real estate located at 405 Branum in Sikeston, Missouri, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from Residential Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, Missouri, a package containing the warranty deed and deed of trust conveying the property located at 405 Branum from the sellers to the buyer, and the property in trust to secure repayment of the loan from First NLC Financial Services, LLC.

In violation of Title 18, United States Code, Sections 1341 and 2.

## **COUNT XXXII**

### **127 North Handy Property**

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 29 of Count I.
2. As part of the scheme, on or about July 24, 2006, defendant MCBRIDE assisted and encouraged J.W. to purchase and made arrangements to facilitate J.W. purchasing residential real estate located at 127 North Handy Street in Sikeston, Scott County, Missouri.

3. As part of the scheme, J.W. purchased the 127 North Handy property for approximately \$62,000, when the actual selling price that the Sellers D.M. and H.M., his wife, received was approximately \$15,000.

4. As part of the scheme, defendants MCBRIDE and WROLSTAD arranged for and obtained, and caused to be obtained a false and fraudulent appraisal of the property located at 127 North Handy in Sikeston, Scott County, Missouri, falsely and fraudulently indicating that the property was worth \$62,000.00, when in fact it was worth substantially less.

5. As part of the scheme, on or about July 24, 2006, in Scott County, in the Eastern District of Missouri, defendant WROLSTAD notarized the signatures of D.M. and H.M., his wife, in a Warranty Deed conveying 127 North Handy from D.M. and H.M. to J.W.

6. As part of the scheme, defendants MCBRIDE and WROLSTAD paid, and caused to be paid at least \$8,000.00 on behalf of J.W. as down payment and closing expenses to assist J.W. in purchasing the property located at 127 North Handy.

7. As part of the scheme, on or about July 24, 2006, Argent Mortgage Company, LLC funded J.W.'s loan in the approximate amount of \$55,000.00 to purchase the real estate located at 127 North Handy and transferred funds in the approximate amount of \$53,695.28 by wire transfer in interstate commerce from its account with Deutsche Bank Trust Co. Americas in New York, New York, to Freedom Title's account with Commerce Bank in Missouri for disbursement in the Eastern District of Missouri.

8. As part of the scheme, on or about July 25, 2006, as part of the closing of the sale of the 127 North Handy property, defendants caused Freedom Title to wire transfer \$41,458.58 to MCBRIDE from the escrow account of Freedom Title with Commerce Bank to U.S. Bank

Account No. xxxxxxxx-6820 in the name of MCBRIDE Enterprises and controlled by defendant MCBRIDE.

9. As part of the scheme, on or about July 25, 2006, defendants MCBRIDE and WROLSTAD caused settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, to be sent by commercial interstate carrier, UPS, from the offices of Freedom Title in St. Louis, Missouri, to the offices of Argent Mortgage Company, LLC located at 1701 Golf Road, 8<sup>th</sup> Floor, Rolling Meadows, Illinois 60008.

10. As part of the scheme, on or about July 25, 2006, defendants MCBRIDE and WROLSTAD caused the Warranty Deed and Deed of Trust for the sale of 127 North Handy to be sent by commercial interstate carrier, UPS, from Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, in the Eastern District of Missouri.

11. Had the lender Argent Mortgage Company, LLC been aware that the actual contract selling price was \$15,000.00 rather than \$62,000.00; that the actual selling price that the Sellers D.M. and H.M., his wife, received for the real estate located at 127 North Handy was approximately \$15,000.00; and that the buyer did not contribute any funds to the purchase of the real estate located at 127 North Handy, and had Argent Mortgage Company, LLC known that the true market value of the real estate located at 127 North Handy was substantially less than the buying price of \$62,000, Argent Mortgage Company, LLC would not have loaned approximately \$55,000 to J.W. to purchase the property for \$62,000.

#### **Wire Fraud**

12. On or about July 24, 2006, in the Eastern District of Missouri, and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be transmitted in interstate commerce by wire certain writings, signs, signals, pictures, or sounds, to-wit: an interstate wire transfer of approximately \$53,695.28 on behalf of Argent Mortgage Company from its account with Deutsche Bank Trust Co. Americas in New York, New York, to Freedom Title's bank account with Commerce Bank in Missouri for distribution in the Eastern District of Missouri.

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

**COUNT XXXIII**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 11 of Count XXXII.

**Mail Fraud**

2. The Grand Jury further alleges that on or about July 25, 2006, in the Eastern District of Missouri and elsewhere,

**RUSSELL TODD MCBRIDE**

and

**ROBERT P. WROLSTAD**

the defendants herein, having devised and intended to devise a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, for the purpose of executing the scheme to defraud and in attempting to do so, did cause to be sent by UPS, a commercial interstate carrier, a UPS package from the offices of Freedom Title in St. Louis, Missouri, to the offices of Argent Mortgage Company, LLC located at 1701 Golf Road, 8<sup>th</sup> Floor, in Rolling Meadows, Illinois 60008, containing closing documents regarding the sale of the 127 North Handy property, including settlement statements, the promissory note, copies of the warranty deed and deed of trust, and other closing documents, and also did cause to be sent by UPS, a commercial interstate carrier, a UPS package from the offices of Freedom Title in St. Louis, Missouri, to the office of the Recorder of Deeds in Scott County, Missouri, located in Benton, a package containing the warranty deed and deed of trust conveying the property located at 127 North Handy from the sellers to the buyer, and the property in trust to secure repayment of the loan from Argent Mortgage Company, LLC.

In violation of Title 18, United States Code, Sections 1341 and 2.

**COUNT XXXIV**

THE GRAND JURY FURTHER CHARGES THAT:

1. The Grand Jury re-alleges and incorporates by reference herein paragraphs 1 through 11 of Count XXXII.

**Monetary Transactions**

2. The Grand Jury further alleges that on or about July 25, 2006, in the Eastern District of Missouri,

**RUSSELL TODD MCBRIDE**

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate commerce, and involving the use of a financial institution which was engaged in the activities which affected interstate commerce, in criminally derived property of a value greater than \$10,000, said monetary transaction being described as causing Freedom Title to send by wire transfer on July 25, 2006, the amount of \$41,458.58 from the escrow account of Freedom Title with Commerce Bank to U.S. Bank Account No. xxxxxxxx-6820, in the name of MCBRIDE Enterprises, owned by and under the control of MCBRIDE, followed by Defendant MCBRIDE withdrawing said amount from his U.S. Bank bank account, said property having been derived from a specified unlawful activity, namely, wire fraud and mail fraud, in violation of Title 18, United States Code, Sections 1343 and 1341.

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

A TRUE BILL.

CATHERINE L. HANAWAY  
UNITED STATES ATTORNEY

\_\_\_\_\_  
FOREPERSON

\_\_\_\_\_  
PAUL W. HAHN, #29091  
ASSISTANT UNITED STATES ATTORNEY