

**DOCKETED**

**OCT 14 2004**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION  
MAGISTRATE JUDGE NOLAN

JUDGE HIBBLER

UNITED STATES OF AMERICA )

v. )

MOHAMMAD TAGHIE KAKVAND, )

also known as "Mike Kakvand," )

SYED ALI MOHAMMED RAZVI, and )

THOMAS M. GROH )

No. **04CR0896**

Violations: Title 18,  
United States Code,  
Sections 1343 and 1344

**FILED**

OCT 15 2004

COUNT ONE

The SPECIAL MARCH 2004 GRAND JURY charges:

**MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT**

1. At times material to this indictment:

(a) Defendant MOHAMMAD TAGHIE KAKVAND, also known as "Mike Kakvand," bought and sold real estate through a business known as Residential Realty Development, Inc. Defendant MOHAMMAD TAGHIE KAKVAND primarily bought apartment buildings in Chicago, Illinois, and resold the individual apartment units as condominiums. Defendant MOHAMMAD TAGHIE KAKVAND procured mortgage loans for buyers of his condominiums through mortgage brokerage companies which he owned, operated, controlled, and with which he was associated, including First American Mortgage Corporation; Infiniti Financial Corporation; Liberty Financial; Mortgage Bankers Service Corporation; Mortgage Professionals of America; and Reliant Mortgage Corporation, among others, all of which were located in the Northern District of Illinois.

(b) Defendant SYED ALI MOHAMMED RAZVI assisted defendant

MOHAMMAD TAGHIE KAKVAND in the operation of Residential Realty Development, Inc. Defendant SYED ALI MOHAMMED RAZVI also assisted defendant MOHAMMAD TAGHIE KAKVAND in the operation of his mortgage businesses.

(c) Defendant THOMAS M. GROH was a licensed real estate appraiser, doing business as Universal Appraisal Service.

(d) Jan Rozycki, also known as "Jarek Kozla," assisted defendant MOHAMMAD TAGHIE KAKVAND in buying and selling residential properties in Chicago, Illinois.

(e) Advanta National Bank, Flagstar Bank, Life Bank, and Washington Mutual Bank were financial institutions, the deposits of which were insured by the Federal Deposit Insurance Corporation ("FDIC").

(f) Advanta Mortgage was a mortgage lending division of Advanta National Bank.

(g) Homeside Lending, Inc. was a mortgage company engaged in the business of issuing mortgage loans for the purchase of residential property.

2. Beginning no later than 1997 and continuing until at least August 2004, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand,"  
SYED ALI MOHAMMED RAZVI, and  
THOMAS M. GROH,

defendants herein, together with Jan Rozycki and others, devised, intended to devise, and

participated in a scheme to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, which scheme affected financial institutions. More specifically, defendants schemed to obtain over \$27,300,000 in mortgage loan proceeds from various banks and mortgage lending institutions, including Advanta National Bank, Advanta Mortgage, Flagstar Bank, Homeside Lending, Inc., Life Bank, and Washington Mutual Bank, among others (hereinafter referred to collectively as "lenders"), as described below.

3. It was part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND purchased apartment buildings with the intention of converting the individual apartment units to condominiums and then selling the condominiums at a profit. On some occasions, defendant MOHAMMAD TAGHIE KAKVAND bought and sold properties under the name of Residential Realty Development, Inc., or under the name of another entity or a real estate trust, so that title was not in his own name. On other occasions, defendant MOHAMMAD TAGHIE KAKVAND provided money to Jan Rozycki to buy apartment buildings for him. Jan Rozycki purchased buildings under a false name, "Jarek Kozla," or under the name of JFK Builders, a construction company that he operated, so that title was not in his real name or in the name of defendant MOHAMMAD TAGHIE KAKVAND.

4. It was further part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND acquired apartment buildings, either directly or through others, in different parts of the City, including Rogers Park and South Shore, among other neighborhoods. Among

the buildings acquired by defendant MOHAMMAD TAGHIE KAKVAND were the following:

<u>Address</u>
6963-69 North Ashland Avenue, Chicago, Illinois
7309-11 North Ashland Avenue, Chicago, Illinois
1949-51 West Birchwood Avenue, Chicago, Illinois
6201-03 South Champlain Avenue/639-41 East 62nd Street, Chicago, Illinois
1606-08 West Chase Avenue, Chicago, Illinois
1810-24 West Chase Avenue, Chicago, Illinois
6940 South Dorchester Avenue, Chicago, Illinois
7316-18 South Dorchester Avenue, Chicago, Illinois
7700-7704 South Essex Avenue/2451 East 77th Street, Chicago, Illinois
1633-35 West Estes Avenue, Chicago, Illinois
6157-59 South Evans Avenue/740 East 62nd Street, Chicago, Illinois
7201-03 South Evans Avenue/741-43 East 72nd Street, Chicago, Illinois
1324 West Greenleaf Avenue, Chicago, Illinois
2423 West Greenleaf Avenue, Chicago, Illinois
7633-39 North Greenview Avenue, Chicago, Illinois
7311-13 North Honore Street, Chicago, Illinois
1600 West Jarvis Avenue, Chicago, Illinois
7749-53 South Kingston Avenue, Chicago, Illinois
6752 North Lakewood Avenue, Chicago, Illinois
5922-24 South Michigan Avenue, Chicago, Illinois
12130 South Normal Avenue, Chicago, Illinois

7647 South Phillips Avenue, Chicago, Illinois
4843-45 South Prairie Avenue, Chicago, Illinois
5037-39 South Prairie Avenue, Chicago, Illinois
5326-28 South Prairie Avenue, Chicago, Illinois
1301 West Pratt Boulevard/6752 North Lakewood Avenue, Chicago, Illinois
7527-31 North Sheridan Road, Chicago, Illinois
3215 West Sunnyside Avenue, Chicago, Illinois
4400-02 South Vincennes Avenue, Chicago, Illinois
4510-12 West Washington Boulevard, Chicago, Illinois
7407 North Winchester Avenue, Chicago, Illinois
2714 East 83rd Street, Chicago, Illinois

Most, if not all, of the apartment units in the above buildings needed to be rehabbed and renovated in order to be sold as condominiums.

5. It was further part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND and Jan Rozycki recruited individuals to buy condominiums in the buildings listed above. Defendant MOHAMMAD TAGHIE KAKVAND and Jan Rozycki enticed potential buyers by promising them that they would not have to put up any of their own money to pay for the condominiums, and by offering to pay them thousands of dollars for each condominium that they agreed to buy. Defendant MOHAMMAD TAGHIE KAKVAND and Jan Rozycki represented to potential buyers that they would not have to make any down payments, mortgages payments, or pay any other costs, and that their names would be associated with the condominiums only temporarily, that is, until such time as the

condominiums could be resold to other buyers. Based on those promises and representations, defendant MOHAMMAD TAGHIE KAKVAND and Jan Rozycki persuaded a number of individuals to buy condominiums from them.

6. It was further part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND and Jan Rozycki obtained background information from the individuals whom they had persuaded to buy condominiums and, at times, sent the buyers to defendant MOHAMMAD TAGHIE KAKVAND's mortgage companies, so that mortgage loan applications could be prepared.

7. It was further part of the scheme that defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI prepared, and caused others to prepare, fraudulent mortgage loan application packages on behalf of the condominium buyers, which packages contained fraudulent loan applications, among other documents. The mortgage loan applications were fraudulent in that they contained a variety of false statements designed to induce lenders to issue mortgage loans to buyers who would not otherwise qualify for such loans. In particular, the loan applications contained false statements regarding the buyers' employment, income, assets, and liabilities. The loan applications inflated the amount of the buyers' gross monthly income and/or the amounts of money that they had on deposit in their bank accounts. Some of the fraudulent loan applications misrepresented the buyers' actual job titles and/or places of employment by claiming that the buyers were employed as a "partner," "manager," or long-time employee of JFK Builders, Jan Rozycki's company, when

in fact they had never been employed by, or associated with, JFK Builders. At least some of the loan applications also falsely stated that the buyers intended to use the condominiums as their "primary residence," when in fact they did not intend to do so. The loan applications failed, in some instances, to disclose that buyers had purchased multiple condominiums and obtained mortgages on those condominiums from other lenders.

8. It was further part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND created, and caused others to create, false verifications of deposit to be used in connection with the fraudulent mortgage loan application packages submitted to lenders. The false verifications of deposit were created in order to support the false representations in the loan applications regarding the amount of money on deposit in the buyers' bank accounts, and to lead lenders to believe that the buyers had larger amounts of money on deposit in their bank accounts than they actually had on deposit.

9. It was further part of the scheme that defendant THOMAS M. GROH, at the request of defendant MOHAMMAD TAGHIE KAKVAND, prepared appraisal reports which misrepresented the current conditions and fair market values of the condominiums that defendant MOHAMMAD TAGHIE KAKVAND was trying to sell. At times, defendant THOMAS M. GROH knowingly and intentionally appraised the condominiums as if they had been fully rehabbed, when in fact, as he well knew, the condominiums needed to be rehabbed and renovated in order to achieve the appraised values given by him. In his written appraisal reports, defendant THOMAS M. GROH claimed that the subject condominiums were

comparable in value to condominiums which he knew had substantially greater values, and to other condominiums which he had over-appraised, thereby leading potential lenders to believe that the subject condominiums were worth far in excess of their actual fair market values. As defendants MOHAMMAD TAGHIE KAKVAND and THOMAS M. GROH well knew, lenders would rely on defendant THOMAS M. GROH's false and inflated appraisals in issuing mortgage loans in amounts greater than the fair market values of the condominiums.

10. It was further part of the scheme that defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI sought out lenders to issue mortgage loans to the condominiums buyers. Defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI concealed from potential lenders that the buyers did not intend to own the condominiums, reside in the condominiums, or pay the mortgages thereon, and that the true purpose for the loans was to enrich defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI and their co-schemers.

11. It was further part of the scheme that defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI submitted, and caused others to submit, loan application packages to lenders containing, among other things, the false documents referred to above – namely, the false loan applications and verifications of deposit described in paragraphs 7 and 8 above, and the inflated appraisal reports described in paragraph 9 above. As defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI

MOHAMMED RAZVI well knew, lenders would rely on the false documents contained in the loan application packages which they submitted and caused to be submitted to the lenders. The false statements in those documents were material to the lenders' decisions to issue mortgage loans to the condominium buyers, and were made for the purpose of inducing the lenders to issue loans in amounts greater than the true values of the condominiums and to individuals who were not qualified for the loans.

12. It was further part of the scheme that defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI provided false down payment checks to the condominium buyers, and brought false down payment checks to the closings to be paid on behalf of the buyers. Those checks were false in that they listed the buyers as remitters, when in fact the buyers were not remitters, had not contributed any money toward a down payment, and never intended to contribute any money toward a down payment. The checks were presented at closings in order to deceive lenders by creating the false impression that the buyers had made down payments, when in fact the buyers had not made any down payments.

13. It was further part of the scheme that defendant SYED ALI MOHAMMED RAZVI and Jan Rozycki occasionally posed as the sellers of the condominiums at the closings, when in fact defendant MOHAMMAD TAGHIE KAKVAND was the true owner and seller of the condominiums.

14. It was further part of the scheme that defendant MOHAMMAD TAGHIE

KAKVAND received the proceeds of mortgage loans that lenders issued to buyers of his condominiums. Those loan proceeds were disbursed to defendant MOHAMMAD TAGHIE KAKVAND and to his co-schemers at the closings of the condominium sales. Defendant MOHAMMAD TAGHIE KAKVAND and his co-schemers used those loan proceeds to enrich themselves and to keep the scheme going by using the funds to buy and sell more properties.

15. It was further part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND at times used mortgage companies which he controlled, namely, Mortgage Bankers Service Corporation and Infiniti Financial Corporation, to issue mortgage loans directly to buyers of his condominiums. Those mortgage companies funded such mortgage loans by drawing on lines of credit or warehouse lending lines with financial institutions. In those instances when defendant MOHAMMAD TAGHIE KAKVAND used Mortgage Bankers Service Corporation and Infiniti Financial Corporation to draw on lines of credit or warehouse lending lines to fund mortgage loans to buyers of his condominiums, he subsequently sold the mortgages, and caused others to sell the mortgages, to secondary lenders, and he used the proceeds of those mortgage sales for the benefit of himself and his co-schemers. Defendant MOHAMMAD TAGHIE KAKVAND concealed and caused others to conceal from the secondary lenders that the condominiums securing the mortgages had been sold to buyers who did not intend to own or reside in the condominiums, who were not qualified for the loans, who could not afford to repay the loans, and who had no intention of

repaying the loans.

16. As a result of the fraudulent acts of defendants MOHAMMAD TAGHIE KAKVAND, SYED ALI MOHAMMED RAZVI, THOMAS M. GROH, and others, various lenders issued mortgage loans to condominium buyers, and purchased such mortgage loans as secondary lenders, in an amount totaling more than \$27,300,000. As a further result of the fraudulent acts of defendants MOHAMMAD TAGHIE KAKVAND, SYED ALI MOHAMMED RAZVI, THOMAS M. GROH, and others, lenders incurred financial losses on the mortgage loans because they were not repaid by the borrowers. Lenders were unable to fully recover the amounts due on the loans by foreclosing on the mortgages because at least some of defendant MOHAMMAD TAGHIE KAKVAND's buildings were abandoned, in disrepair, or without a functioning condominium association and building staff.

17. On or about October 14, 1999, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand,"  
SYED ALI MOHAMMED RAZVI, and  
THOMAS M. GROH,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, a funds transfer in the amount of approximately \$93,095 from Homeside Lending, Inc., through Chase Manhattan Bank, New York, New York, to Cole Taylor Bank, Chicago, Illinois, for credit to the account of Brokers Title Insurance

Company, which funds transfer represented the proceeds of a mortgage loan issued to a buyer  
of the condominium located at 7635½ North Greenview Avenue, #1S, Chicago, Illinois;

In violation of Title 18, United States Code, Section 1343.

COUNT TWO

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraph 1 of Count One of this indictment are hereby realleged and incorporated herein by reference.

2. Beginning no later than 1997 and continuing until at least August 2004, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand," and  
SYED ALI MOHAMMED RAZVI,

defendants herein, together with Thomas M. Groh, Jan Rozycki, and others, devised, intended to devise, and participated in a scheme to defraud and to obtain money and funds owned by and under the custody and control of Advanta National Bank, Flagstar Bank, Life Bank, Washington Mutual Bank, and other FDIC-insured financial institutions (hereinafter referred to collectively as "banks"), by means of materially false and fraudulent pretenses, representations, and promises, as described below.

3. It was part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND and Jan Rozycki purchased apartments buildings in Chicago, Illinois, and made arrangements to convert the apartments to condominiums and to sell the condominiums at inflated prices.

4. It was further part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND and Jan Rozycki paid individuals to pose as buyers for the condominiums.

5. It was further part of the scheme that defendants MOHAMMAD TAGHIE

KAKVAND and SYED ALI MOHAMMED RAZVI prepared and caused others to prepare fraudulent mortgage loan applications on behalf of the condominium buyers.

6. It was further part of the scheme that Thomas M. Groh prepared fraudulent appraisal reports which misrepresented the current conditions and fair market values of the condominiums.

7. It was further part of the scheme that defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI submitted, and caused others to submit, fraudulent mortgage loan application packages to banks on behalf of the condominium buyers, which packages contained fraudulent loan applications and appraisal reports, among other documents. Those fraudulent loan application packages were designed to induce the banks to issue mortgage loans to buyers who had no intention of owning or residing in the condominiums, who were not qualified for the loans, who could not afford to repay the loans, and who had no intention of repaying the loans.

8. It was further part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND received the proceeds of mortgage loans that had been issued by banks to buyers of his condominiums, and he used those loan proceeds to enrich himself and his co-schemers and to keep the scheme going.

9. It was further part of the scheme that defendant MOHAMMAD TAGHIE KAKVAND at times used mortgage companies which he controlled to directly fund mortgage loans to buyers of his condominiums, and then sold those mortgage loans to banks

without disclosing to the banks that the loans had been issued to individuals who had no intention of owning the condominiums or repaying the loans. Defendant MOHAMMAD TAGHIE KAKVAND used the proceeds of those mortgage sales for the benefit of himself and his co-schemers.

10. It was further part of the scheme that defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI concealed, misrepresented, and hid, and caused to be concealed, misrepresented, and hidden, the existence of the scheme, the purposes of the scheme, and the acts done in furtherance of the scheme, by means including, but not limited to: (a) concealing from banks the identity of the true owner of the condominiums; (b) submitting false and fraudulent loan application packages to banks; (c) concealing from banks the true purpose of the mortgage loans; and (d) providing condominium buyers with down payment checks to be paid at closings.

11. As a result of the fraudulent acts of defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI, and others, various banks issued mortgage loans to condominium buyers, and purchased such mortgage loans as secondary lenders, in an amount totaling more than \$19,400,000. As a further result of the fraudulent acts of defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI, and others, banks incurred financial losses on the loans because they were not repaid by the borrowers and were unable to fully recover the amounts due on the loans by foreclosing on the mortgages.

12. On or about May 19, 1998, at Chicago, in the Northern District of Illinois,  
Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand,"

defendant herein, knowingly executed and attempted to execute the above-described scheme  
by causing Life Bank to fund a mortgage loan in the amount of approximately \$72,800 to a  
buyer of the condominium located at 1324 West Greenleaf Avenue, #3B, Chicago, Illinois,  
which funds were wire-transferred from Life Bank, Aurora, Colorado, to LaSalle National  
Bank, Chicago, Illinois, for credit to the account of Chicago Title & Trust Company;

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT THREE

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 11 of Count Two of this indictment are hereby realleged and incorporated herein by reference.

2. On or about August 28, 1998, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand," and  
SYED ALI MOHAMMED RAZVI,

defendants herein, knowingly executed and attempted to execute the above-described scheme by causing Washington Mutual Bank to fund a mortgage loan in the amount of approximately \$92,000 to a buyer of the condominium located at 1818 West Chase Avenue, #2, Chicago, Illinois;

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT FOUR

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 11 of Count Two of this indictment are hereby realleged and incorporated herein by reference.

2. On or about October 30, 1998, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand," and  
SYED ALI MOHAMMED RAZVI,

defendants herein, knowingly executed and attempted to execute the above-described scheme by causing Life Bank to fund a mortgage loan in the amount of approximately \$111,200 to a buyer of the condominium located at 1608 West Chase Avenue, #1B, Chicago, Illinois, which funds were wire-transferred from Life Bank, Aurora, Colorado, to LaSalle National Bank, Chicago, Illinois, for credit to the account of Chicago Title & Trust Company;

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT FIVE

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 11 of Count Two of this indictment are hereby realleged and incorporated herein by reference.

2. On or about August 11, 1999, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand," and  
SYED ALI MOHAMMED RAZVI,

defendants herein, knowingly executed and attempted to execute the above-described scheme by causing Advanta National Bank, through Advanta Mortgage, to fund a mortgage loan in the amount of approximately \$85,943 to a buyer of the condominium located at 7635 North Greenview Avenue, #3N, Chicago, Illinois;

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT SIX

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 11 of Count Two of this indictment are hereby realleged and incorporated herein by reference.

2. On or about October 20, 1999, at Oak Brook, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand," and  
SYED ALI MOHAMMED RAZVI,

defendants herein, knowingly executed and attempted to execute the above-described scheme by causing Flagstar Bank to fund a mortgage loan in the amount of approximately \$91,971 to a buyer of the condominium located at 7635 North Greenview Avenue, #1N, Chicago, Illinois, which loan was funded with a cashier's check issued by Flagstar Bank to Brokers Title Insurance Company;

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT SEVEN

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 11 of Count Two of this indictment are hereby realleged and incorporated herein by reference.

2. On or about May 26, 2004, at Oak Brook, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand,"

defendant herein, knowingly executed and attempted to execute the above-described scheme by causing Washington Mutual Bank to purchase a mortgage loan from Infiniti Financial Corporation for the amount of approximately \$182,295, which loan pertained to a mortgage on the condominium located at 743 East 72nd Street, #2, Chicago, Illinois;

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT EIGHT

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 11 of Count Two of this indictment are hereby realleged and incorporated herein by reference.

2. On or about June 2, 2004, at Oak Brook, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand,"

defendant herein, knowingly executed and attempted to execute the above-described scheme by causing Washington Mutual Bank to purchase a mortgage loan from Infiniti Financial Corporation for the amount of approximately \$191,024, which loan pertained to a mortgage on the condominium located at 5922 South Michigan Avenue, #2N, Chicago, Illinois;

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT NINE

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 11 of Count Two of this indictment are hereby realleged and incorporated herein by reference.

2. On or about June 3, 2004, at Oak Brook, in the Northern District of Illinois, Eastern Division, and elsewhere,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand,"

defendant herein, knowingly executed and attempted to execute the above-described scheme by causing Washington Mutual Bank to purchase a mortgage loan from Infiniti Financial Corporation for the amount of approximately \$182,476, which loan pertained to a mortgage on the condominium located at 743 East 72nd Street, #1, Chicago, Illinois;

In violation of Title 18, United States Code, Sections 1344 and 2.

## FORFEITURE ALLEGATIONS

The SPECIAL MARCH 2004 GRAND JURY further alleges:

1. The allegations in Counts One through Nine of this indictment are hereby realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 982(a)(2).

2. As a result of their violations of Title 18, United States Code, Sections 1343 and 1344, as alleged in Counts One through Nine,

MOHAMMAD TAGHIE KAKVAND,  
also known as "Mike Kakvand," and  
SYED ALI MOHAMMED RAZVI,

defendants herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2), any and all right, title, and interest they may have in any property constituting, and derived from, proceeds they obtained directly or indirectly as the result of such violations.

3. The interests of defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI subject to forfeiture pursuant to Title 18, United States Code, Section 982(a)(2), include the sum of approximately \$27,300,000.

4. If any of the forfeitable property described above, as a result of any act or omission by defendants MOHAMMAD TAGHIE KAKVAND and SYED ALI MOHAMMED RAZVI:

(a) cannot be located upon the exercise of due diligence;

- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1);

All pursuant to Title 18, United States Code, Section 982(a)(2).

SENTENCING ALLEGATION ONE  
(DEFENDANT MOHAMMAD TAGHIE KAKVAND)

The SPECIAL MARCH 2004 GRAND JURY further alleges:

1. In and during the course of the commission of the conduct alleged in each count of this indictment, defendant MOHAMMAD TAGHIE KAKVAND was an organizer and leader of a criminal activity that involved five or more participants and was otherwise extensive (USSG Section 3B1.1(a)).

2. With regard to the offense charged in Count One of this indictment:

(a) the loss exceeded \$20,000,000 (USSG Section 2B1.1(b)(1)(L));

(b) the offense involved the unauthorized transfer or use of a means of identification unlawfully to obtain another means of identification (USSG Section 2B1.1(b)(9)(C)(i)); and

(c) defendant MOHAMMAD TAGHIE KAKVAND derived more than \$1,000,000 in gross receipts from one or more financial institutions as a result of the offense (USSG Section 2B1.1(b)(12)(A)).

3. With regard to the offenses charged in Counts Two through Nine of this indictment:

(a) the loss exceeded \$7,000,000 (USSG Section 2B1.1(b)(1)(K));

(b) the offenses involved the unauthorized transfer or use of a means of identification unlawfully to obtain another means of identification (USSG Section 2B1.1(b)(9)(C)(i)); and

(c) defendant MOHAMMAD TAGHIE KAKVAND derived more than \$1,000,000 in gross receipts from one or more financial institutions as a result of the offenses (USSG Section 2B1.1(b)(12)(A)).

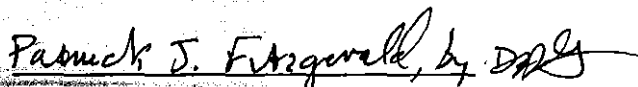
SENTENCING ALLEGATION TWO  
(DEFENDANT SYED ALI MOHAMMED RAZVI)

The SPECIAL MARCH 2004 GRAND JURY further alleges:

1. With regard to the offense charged in Count One of this indictment:
  - (a) the loss exceeded \$20,000,000 (USSG Section 2B1.1(b)(1)(L)); and
  - (b) the offense involved the unauthorized transfer or use of a means of identification unlawfully to obtain another means of identification (USSG Section 2B1.1(b)(9)(C)(i)).
  
2. With regard to the offenses charged in Counts Three through Six of this indictment:
  - (a) the loss exceeded \$7,000,000 (USSG Section 2B1.1(b)(1)(K)); and
  - (b) the offenses involved the unauthorized transfer or use of a means of identification unlawfully to obtain another means of identification (USSG Section 2B1.1(b)(9)(C)(i)).

A TRUE BILL:

  
FOREPERSON

  
UNITED STATES ATTORNEY

No. \_\_\_\_\_

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

vs.

MOHAMMAD TAGHIE KAKVAND,  
SYED ALI MOHAMMED RAZVI, and  
THOMAS M. GROH

INDICTMENT

Violations: Title 18,  
United States Code,  
Sections 1343 and 1344

A true bill,

*Karen Opper*  
Foreman

Filed in open court this

of *October*

A.D. ~~2004~~

*2004*

day

*13th*

*14*

*by Heidi Frans*  
Clerk

Bail, \$ \_\_\_\_\_

\_\_\_\_\_