

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)	
)	No. 08 CR 36
vs.)	
)	Violations: Title 18, United States Code,
MHDE ASKAR,)	Sections 1343 and 2
MAHMOUD SALEH,)	
ADVAR SHALTAPOUR,)	
also known as "Eddie Shaltapour,")	
AHMAD KARKUKLY,)	
MANUEL AGUILAR,)	<u>UNDER SEAL</u>
CATHERINE KIRK,)	
WARREN MCKEITHEN,)	
NANCY S. PRASEUTH,)	
MARGARITA GARCIA, and)	
DAVID IBARRA)	

COUNT ONE

The SPECIAL FEBRUARY 2008-1 GRAND JURY charges:

1. At times material to this indictment:

a A developer was selling luxury condominiums and penthouses at 33 West Ontario Street, Chicago, Illinois ("Millennium Centre") for sales prices ranging from approximately \$618,500 to approximately \$2,100,000.

b Defendant AHMAD KARKUKLY was employed as a loan officer by Countrywide Home Loans, Inc. (Countrywide).

c Countrywide, IMPAC Funding Corporation, America's Wholesale Lender, American Home Mortgage, and Argent Mortgage Company LLC (collectively "lenders") made mortgage loans. The lenders required loan applicants to provide truthful information, including the applicant's employment, income, assets, and intention to occupy the residence being purchased, which information was material to the lenders' decision to approve and fund the loan.

2. Beginning in or about July 2004, and continuing until in or about December 2006, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOUD SALEH,
ADVAR SHALTAPOUR,
also known as “Eddie Shaltapour,”
AHMAD KARKUKLY,
MANUEL AGUILAR,
CATHERINE KIRK,
WARREN MCKEITHEN,
NANCY S. PRASEUTH,
MARGARITA GARCIA, and
DAVID IBARRA,

defendants herein, along with others known and unknown to the Grand Jury, devised and participated in a scheme to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and material omissions, which scheme affected financial institutions, and is further described below.

3. It was part of the scheme that defendants MHDE ASKAR, MAHMOUD SALEH, ADVAR SHALTAPOUR, AHMAD KARKUKLY, MANUEL AGUILAR, CATHERINE KIRK, WARREN MCKEITHEN, NANCY S. PRASEUTH, MARGARITA GARCIA, and DAVID IBARRA, fraudulently obtained a total of at least approximately \$17,203,221 in mortgage loans proceeds from lenders and, for the purpose of executing the scheme, caused interstate wire transmissions to fund these mortgage loans.

4. It was further part of the scheme that defendants ASKAR and SALEH formed an Illinois corporation, M & M Millenium Management Company (“M & M”), through which defendants owned real estate and engaged in real estate transactions.

5. It was further part of the scheme that defendants ASKAR and SALEH participated in an incentive program, among those offered by Millennium Centre's developer, through which M & M received from the developer at the time of purchase a rebate equal to up to three years of mortgage payments, and through which M & M was not required to return any of the rebated money to the developer if M & M sold the unit within the three year period.

6. It was further a part of the scheme that defendants ASKAR and SALEH purchased Millennium Centre condominiums and penthouses in defendant ASKAR's name or the name of nominee buyers through fraudulently obtained mortgage loans for purposes of obtaining a rapid and high financial return through, among others, the rebated mortgage payments, and defendants ASKAR and SALEH, through M & M, then resold the units at increased prices to nominee buyers through fraudulently obtained mortgage loans, retaining both the rebated mortgage payment and the resale profits.

7. It was further part of the scheme that defendants ASKAR, SALEH, SHALTAPOUR, AGUILAR, KIRK and MCKEITHEN recruited individuals, including defendants NANCY S. PRASEUTH, MARGARITA GARCIA and DAVID IBARRA, to serve as nominee buyers of property by promising that they would not have to provide any of their own money; that they would receive cash back at the closing; that others would make the mortgage payments on their behalf; and that the property would only be in their names for approximately one year before it was sold.

8. It was further part of the scheme that defendant SHALTAPOUR recruited nominee buyers for Units 45SE, 49E, 50E, and 52E in Millennium Centre.

9. It was further part of the scheme that defendants ASKAR and SALEH obtained from an individual known to the Grand Jury false employment documentation in the names of the

nominee buyers for use in fraudulent mortgage loan applications.

10. It was further part of the scheme that defendants ASKAR and SALEH caused an individual known to the Grand Jury to prepare fraudulent mortgage loan applications on behalf of the nominee buyers using names, dates of birth, social security numbers and false employment information.

11. It was further part of the scheme that defendants ASKAR, SALEH, KARKUKLY, AGUILAR, KIRK and MCKEITHEN submitted and caused to be submitted to loan officers, including defendant KARKUKLY, fraudulent mortgage loan applications on behalf of the nominee buyers, well knowing that the loan applications contained material false statements concerning the nominee buyer's employment, income, assets and intention to occupy the residence being purchased.

12. It was further part of the scheme that defendants NANCY S. PRASEUTH, MARGARITA GARCIA, and DAVID IBARRA, and other nominee purchasers, knowingly allowed loan applications containing false material statements to be submitted on their behalf to lenders.

13. It was further part of the scheme that defendants ASKAR, SALEH, AGUILAR, KIRK and MCKEITHEN obtained and attempted to obtain "stated income" loans for the nominee buyers, that is, loans which only required the nominee buyer to state their income on the loan application and not to provide documentation supporting the stated income, by making and causing false representations to be made concerning, among other things, the nominee buyer's income.

14. It was further part of the scheme that defendant KARKUKLY used his position as a loan officer to knowingly obtain approval of fraudulent loan applications on behalf of defendants ASKAR, PRASEUTH and GARCIA and other nominee buyers.

15. It was further part of the scheme that defendants ASKAR and SALEH paid defendant KARKUKLY money in return for defendant KARKUKLY using his position as a loan officer to obtain the approval of fraudulent mortgage loan applications, which payments ASKAR, SALEH, and KARKUKLY concealed from Countrywide and other lenders.

16. It was further part of the scheme that defendants ASKAR, SALEH, AGUILAR, KIRK and MCKEITHEN obtained and attempted to obtain 100% financing on behalf of the nominee buyers, and that, when the lender required the nominee buyer to make a down payment, defendants ASKAR and MCKEITHEN provided funds which were falsely represented to the lender as having been provided by the nominee buyer.

17. It was further part of the scheme that defendants ASKAR, SALEH, AGUILAR and MCKEITHEN created business entities and caused these entities to receive payments at closings in order to conceal from lenders the defendants' roles in the transactions and receipt of fraudulently obtained mortgage loan proceeds.

18. It was further part of the scheme that defendants ASKAR, SALEH, AGUILAR and MCKEITHEN attended closings of properties purchased with fraudulently obtained mortgage loans to ensure that defendants received their share of the fraudulently obtained mortgage loan proceeds.

19. It was further part of the scheme that defendants PRASEUTH, GARCIA, and IBARRA and other nominee purchasers attended closings and knowingly signed documents containing false material statements.

20. It was further part of the scheme that defendant ASKAR individually, and defendants ASKAR and SALEH through nominee buyers, acquired Units 36EN, 45SE, 49E, 49SE, 50E, 51E, 51F, 52E, and Penthouses C and D in Millennium Center in transactions funded by fraudulently

obtained mortgage loans.

21. It was further part of the scheme that defendants ASKAR, SALEH, AGUILAR and MCKEITHEN distributed proceeds of fraudulently obtained mortgage loans to recruiters of nominee buyers, including defendant SHALTAPOUR, and to others who had assisted in fraudulently obtaining the mortgage loan.

22. It was further part of the scheme that, shortly after defendants ASKAR and SALEH caused a nominee buyer to purchase a Millennium Center condominium or penthouse, defendants ASKAR and SALEH caused the nominee buyer to transfer title to the to M & M, so that defendants ASKAR and SALEH could later resell the unit without the nominee buyer having any role in the transaction.

23. It was further part of the scheme that defendants AGUILAR and MCKEITHEN recruited additional nominee buyers to purchase Units 36EN, 45SE, 49E, 49SE, 50E, 51E, 52E, and Penthouse D from M & M through fraudulently obtained mortgage loans.

24. It was further part of the scheme that in or about April 2005, defendants AGUILAR and KIRK prepared and submitted to Argent Mortgage Company LLC an application on behalf of defendant PRASEUTH for a \$227,500 loan to purchase Unit 608 at 1360 North Sandburg Terrace, Chicago, Illinois, which defendants AGUILAR, KIRK and PRASEUTH well knew falsely represented that defendant PRASEUTH was employed by “Information Plus” and had been so employed for approximately 2 years.

25. It was further part of the scheme that defendants ASKAR, SALEH, SHALTAPOUR, KARKUKLY, AGUILAR, KIRK, MCKEITHEN, PRASEUTH, GARCIA, and IBARRA did misrepresent, conceal and hide, and cause to be misrepresented, concealed and hidden, acts done in

furtherance of the scheme and the purpose of those acts, beyond those acts of concealment set forth above.

26. On or about July 6, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOUD SALEH and
AHMAD KARKUKLY,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$514,329, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of Unit 36EN at Millennium Centre, 33 West Ontario Street;

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

COUNT TWO

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about July 6, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOUD SALEH and
AHMAD KARKUKLY,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$131,550, which funds were the proceeds of a loan made by Countrywide for the purchase of Unit 36EN at Millennium Centre, 33 West Ontario Street;

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

COUNT THREE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about November 9, 2005, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOUD SALEH,
MANUEL AGUILAR,
CATHERINE KIRK and
NANCY S. PRASEUTH,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York to Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$488,177, which funds were the proceeds of a mortgage loan made by IMPAC Funding Corporation for the purchase of Unit 36EN at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT FOUR

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about November 9, 2005, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOUD SALEH,
MANUEL AGUILAR,
CATHERINE KIRK and
NANCY S. PRASEUTH,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York to Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$162,610, which funds were the proceeds of a loan made by IMPAC Funding Corporation for the purchase of Unit 36EN at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT FIVE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about August 27, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH and
AHMAD KARKUKLY,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$489,196, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of Unit 51F at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT SIX

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about August 27, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH and
AHMAD KARKUKLY,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$123,630, which funds were the proceeds of a loan made by Countrywide for the purchase of Unit 51F at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT SEVEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.

2. On or about November 29, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

**MHDE ASKAR,
MAHMOOD SALEH and
AHMAD KARKUKLY,**

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$984,278, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of Unit 51E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT EIGHT

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about November 29, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH and
AHMAD KARKUKLY,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$318,950, which funds were the proceeds of a loan made by Countrywide for the purchase of Unit 51E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT NINE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about December 28, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR, and
MAHMOOD SALEH and
ADVAR SHALTAPOUR, also known as “Eddie,”

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$984,862, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of Unit 50E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT TEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about December 14, 2005, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH and
MANUEL AGUILAR,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$1,437,577, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of Unit 50E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT ELEVEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about December 28, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH, and
ADVAR SHALTAPOUR, also known as "Eddie,"

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$984,862, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of Unit 52E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT TWELVE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about December 28, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH, and
ADVAR SHALTAPOUR, also known as "Eddie,"

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$318,950, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of Unit 52E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT THIRTEEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about September 30, 2005, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOUD SALEH and
MANUEL AGUILAR, and
NANCY S. PRASEUTH,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$1,367,752, which funds were the proceeds of a mortgage loan made by America's Wholesale Lender for the purchase of Unit 52E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT FOURTEEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about September 30, 2005, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOUD SALEH,
MANUEL AGUILAR and
NANCY S. PRASEUTH,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$273,299, which funds were the proceeds of a loan made by America's Wholesale Lender for the purchase of Unit 52E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT FIFTEEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about February 9, 2005, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH,
ADVAR SHALTAPOUR, also known as "Eddie," and
AHMAD KARKUKLY,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$983,505, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of Unit 49E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT SIXTEEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about February 9, 2005, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH,
ADVAR SHALTAPOUR, also known as "Eddie," and
AHMAD KARKUKLY,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$318,950, which funds were the proceeds of a loan made by Countrywide for the purchase of Unit 49E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT SEVENTEEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about January 17, 2006, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH,
WARREN MCKEITHEN, and
DAVID IBARRA,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$1,435,237, which funds were the proceeds of a loan made by Countrywide for the purchase of Unit 49E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT EIGHTEEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about January 17, 2006, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH,
WARREN MCKEITHEN, and
DAVID IBARRA,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$179,950, which funds were the proceeds of a loan made by Countrywide for the purchase of Unit 49E at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT NINETEEN

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about April 18, 2005, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH and
AHMAD KARKUKLY,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$988,184, which funds were the proceeds of a loan made by Countrywide for the purchase of Unit 45SE at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT TWENTY

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about April 13, 2006, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
MAHMOOD SALEH and
WARREN MCKEITHEN,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$1,800,000, which funds were the proceeds of a loan made by Countrywide for the purchase of Unit 45SE at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT TWENTY-ONE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about September 13, 2006, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
AHMAD KARKUKLY,
WARREN MCKEITHEN and
MARGARITA GARCIA,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$2,240,142, which funds were the proceeds of a mortgage loan made by American Home Mortgage for the purchase of Penthouse D at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT TWENTY-TWO

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.

2. On or about September 13, 2006, in the Northern District of Illinois, Eastern Division, and elsewhere,

MHDE ASKAR,
AHMAD KARKUKLY,
WARREN MCKEITHEN and
MARGARITA GARCIA,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$449,950, which funds were the proceeds of a loan made by American Home Mortgage for the purchase of Penthouse D at Millennium Centre, 33 West Ontario Street, Chicago, Illinois;

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

COUNT TWENTY-THREE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 25 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about April 5, 2005, in the Northern District of Illinois, Eastern Division, and elsewhere,

MANUEL AGUILAR,
CATHERINE KIRK and
NANCY S. PRASEUTH,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from Orange, California, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$227,281, which funds were the proceeds of a loan made by Argent Mortgage Company LLC for the purchase of Unit 608 at 1360 North Sandburg Terrace, Chicago, Illinois;

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

FORFEITURE ALLEGATION ONE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of Counts 1 through 23 of this Indictment are realleged and incorporated by reference as if fully restated herein for the purpose of alleging that certain property is subject to forfeiture to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

2. As a result of their violations of Title 18, United States Code, Section 1343, as alleged in the foregoing Indictment,

MHDE ASKAR,
MAHMOUD SALEH,
ADVAR SHALTAPOUR,
also known as "Eddie Shaltapour,"
AHMAD KARKUKLY,
MANUEL AGUILAR,
CATHERINE KIRK,
WARREN MCKEITHEN,
NANCY S. PRASEUTH,
MARGARITA GARCIA, and
DAVID IBARRA,

defendants herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any and all right, title, and interest they may have in any property, real and personal, involved in the wire fraud offenses, and traceable to the property involved in the offenses, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

3. The interests of the defendants subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), include the sum of approximately \$17,203,221.

4. By virtue of the commission of the offenses charged in Counts 1 through 25 of this Indictment by the defendants, all right, title or interest that defendants have in the above-described property is vested in the United States and hereby forfeit pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

5. If any of the property described above as being subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendants:

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

it is the intent of the United States to seek 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) and Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

FORFEITURE ALLEGATION TWO

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of Counts 1 through 22 of this Indictment are realleged and incorporated by reference as if fully restated herein for the purpose of alleging that certain property is subject to forfeiture to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

2. As a result of his violations of Title 18, United States Code, Section 1343, as alleged in the foregoing Indictment,

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defendant herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any and all right, title, and interest they may have in any property, real and personal, involved in the wire fraud offenses, and traceable to the property involved in the offenses, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

3. The interests of the defendant subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), includes \$375,095.60.

4. By virtue of the commission of the offenses charged in Counts 1 through 18 of this Indictment by the defendant, all right, title or interest that defendants have in the above-described property is vested in the United States and hereby forfeit pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

5. If any of the property described above as being subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendant:

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

it is the intent of the United States to seek 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) and Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY