

18 USC § 1344 Bank Fraud

1. At all times material herein, Pilgrim Financing, LLC, (“PILGRIM”) was a limited liability company authorized to conduct business in the State of Indiana.

2. At all times material herein, First Franklin, a division of National City Bank of Indiana, k/n/a First Franklin Financial Corporation (“FIRST FRANKLIN”) was a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation.

3. From on or about November 22, 2005, through on or about January 11, 2006, in the Northern District of Indiana, Hammond Division, and elsewhere, the defendant, SERGIO GARCIA, did knowingly execute and attempt to execute a scheme and artifice to defraud both PILGRIM and FIRST FRANKLIN and to obtain monies, funds, credits, assets, securities, and other property owned by and under the custody and control of PILGRIM and FIRST FRANKLIN, by means of false pretenses, representations, and promises in connection with several mortgage loans.

4. On or about November 22, 2005, defendant SERGIO GARCIA, in furtherance of the scheme and artifice, authorized the execution of a mortgage on the property commonly known as 930 Mohawk Drive, Crown Point, IN 46307 (“930 Mohawk”) in order to collateralize a loan in the amount of \$123,987.83 extended by PILGRIM to the defendant and others.

5. On or about January 11, 2006, defendant, SERGIO GARCIA, did falsely certify that that he “...has not executed, or permitted anyone on [GARCIA’S] behalf to execute, any...mortgage, lien,...security agreement,...or encumbrance of...” of 930 Mohawk.

6. In reliance on the foregoing false certification, FIRST FRANKLIN, did extend a loan to a Hector Rodriguez in the amount of \$150,000.00 secured by a mortgage on 930 Mohawk for the purported purchase of 930 Mohawk by Hector Rodriguez.

7. PILGRIM and FIRST FRANKLIN have incurred substantial losses. All in violation of Title 18, United States Code, Section 1344.