

FILED IN OPEN COURT

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FEB 24 2011

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

CHARLES R. DIARD, JR.  
CLERK

UNITED STATES OF AMERICA	*	CRIMINAL NO. <u>11-0040-WS</u>
	*	
v.	*	USAO NO. 07R00468
	*	VIOLATIONS: 18 USC § 1349
JOAN C. TEETERS and	*	18 USC § 1341
JONATHON MARC NATTIER	*	18 USC § 1343
	*	18 USC § 1344
	*	18 USC § 1014

INDICTMENT

THE GRAND JURY CHARGES:

COUNT ONE

INTRODUCTION

At all times material to this Indictment:

1. Defendant **JOAN C. TEETERS (TEETERS)** owned Joan T. Realty, LLC, in Gulf Shores, Alabama.
3. Defendant **JONATHON MARC NATTIER (NATTIER)** is **TEETERS'S** son.
4. First Educators Credit Union in Birmingham, Alabama was a financial institution, insured by the National Credit Union Administration. First Choice Funding, Inc., in Birmingham, Alabama was engaged in the business of mortgage lending (a lending institution).

THE CONSPIRACY

5. On or before March 1, 2005, through at least December 1, 2008, in the Southern District of Alabama and elsewhere, defendants

**JOAN C. TEETERS and**

**JONATHON MARC NATTIER,**

conspired and agreed with one another, and with others both known and unknown to the Grand Jury, to:

- a. Commit mail fraud in violation of Title 18, United States Code, Section 1341;
- b. Commit wire fraud in violation of Title 18, United States Code, Section 1343; and
- c. Commit bank fraud in violation of Title 18, United States Code, Section 1344.

**MANNER AND MEANS OF THE CONSPIRACY**

6. The purpose of the conspiracy was to secure funding for the purchase and refinancing of real properties located in the Southern District of Alabama and to induce financial institutions and lending institutions to lend funds for the purchase and refinancing of the properties through the use of materially false representations and omissions in loan applications and other documents, and in doing so, to fraudulently obtain a portion of those funds.

7. It was part of the conspiracy that **TEETERS** and other members of the conspiracy would solicit straw buyers, to include **NATTIER**, to submit written offers to purchase real property located in the Southern District of Alabama. Members of the conspiracy promised the straw buyers that they would provide, in part or in full, down payments for the purchase of the property; that, as to some properties, they would make the mortgage loan payments for the straw buyers; and that the straw buyers would receive a portion of the proceeds from the subsequent sales of the real property.

8. It was part of the conspiracy that straw buyers and other members of the conspiracy would present and cause to be presented contracts for the purchase of real property to sellers of real property which involved a seller-funded second mortgage. Once a contract was signed

between the straw buyer and the seller of real property, to affect the purposes of the conspiracy, **TEETERS, NATTIER** and others members of the conspiracy, would apply for mortgage loans to obtain financing for the purchase of the real property.

9. **TEETERS, NATTIER** and other members of the conspiracy would present and cause the presentation of loan applications to financial institutions, lending institutions and other lenders of money, to include First Educators Credit Union and First Choice Funding, Inc. The loan applications contained materially false information, misrepresentations and omissions of material fact, to include overstated income and assets, false claims as to the source of the down payment, and omission of the seller-funded second mortgage, to induce and which induced the financial institutions, lending institutions and other lenders of money to make mortgage loans they otherwise would not have funded, causing and potentially causing losses to the financial institutions, lending institutions and other lenders of money.

10. It was part of the conspiracy that **TEETERS** and **NATTIER** and other members of the conspiracy, in obtaining financing from financial institutions and lending institutions to purchase or refinance real property, would include or cause to be included in the United States Department of Housing and Urban Development Settlement Statements (HUD-1s) provided to the financial institutions and lending institutions false statements as to the source of the buyer's down payment and omissions of the seller-funded second-mortgages.

11. It was part of the conspiracy that members of the conspiracy would cause a second HUD-1 to be prepared for the seller-funded second mortgage, which second HUD-1 was not provided to the financial institutions or the lending institutions.

12. It was part of the conspiracy that in carrying out their scheme, **TEETERS**, **NATTIER**, and other members of the conspiracy, would use or cause to be used United Parcel Service (UPS), a commercial interstate carrier, and would use or cause to be used interstate wire communications, that is wire transfers and facsimiles, to be used to obtain said loans and loan proceeds, and for other purposes in furtherance of said scheme and artifice to defraud.

13. It was part of the conspiracy that on or about January 2, 2007 and continuing through at least February 3, 2007, **TEETERS**, submitted or caused to be submitted to First Educators Credit Union, a financial institution insured by the National Credit Union Administration, a loan application for the purchase of real property located at Romar Beach, 23060 Perdido, Unit 212, Orange Beach, Alabama, (the Romar Beach Property), for a price of \$ 332,500.00, which was materially false in that the loan application falsely overstated **TEETERS'S** income and her bank balance.

14. It was part of the conspiracy that on or about September 12, 2006 and continuing through at least November 6, 2006, straw buyer known to the Grand Jury and identified herein as C.N., at the direction of **TEETERS** and other co-conspirators, submitted or caused to be submitted to First Choice Funding, Inc., a lending institution, a loan application for the purchase of real property located at 517 E. Beach Boulevard, Unit 4D, Gulf Shores, Alabama, (the Beach Boulevard Property), for a price of \$ 495,000.00, which was materially false in that it substantially overstated C.N.'s income and falsely stated that C.N. was providing the down payment for the loan when, in fact, **TEETERS** and another conspirator provided the down payment. Further, the loan application omitted the fact that C.N. would receive \$104,741.50 at

closing from an undisclosed seller-financed second mortgage, which \$104,741.50 was then deposited into **TEETERS'S** Joan T. Realty bank account.

15. It was part of the conspiracy that on or about March 1, 2007 and continuing through at least April 10, 2007, **NATTIER**, at the direction of **TEETERS** and other co-conspirators, submitted or caused to be submitted to First Educators Credit Union, a financial institution insured by the National Credit Union Administration, a loan application for the purchase of real property located at West Wind, 939 West Beach Boulevard, Unit 701, Gulf Shores, Alabama, (the West Wind Property), for the price of \$ 495,500.00, which was materially false in that the loan application substantially overstated **NATTIER'S** income and falsely stated that **NATTIER** was himself providing more than \$100,000.00 for the down payment when, in fact, other members of the conspiracy provided the down payment. The loan application also omitted the fact that **NATTIER** would receive more than \$170,000.00 at closing from an undisclosed seller-funded second mortgage; and the HUD-1 provided the lender omitted the seller-funded second mortgage to **NATTIER**.

16. It was part of the conspiracy that on or about January 3, 2007 and continuing through at least February 5, 2007, **TEETERS** solicited a member of the conspiracy as a straw buyer, known to the Grand Jury and identified herein as B.L., for the purchase of real property located at Sea Breeze, 952 W. Beach Boulevard, Unit 211, Gulf Shores, Alabama (the Sea Breeze Property) and caused a materially false loan application to be submitted to First Educators Credit Union, a lending institution, for B.L.'s purchase of the Sea Breeze Property, for the price of

\$ 239,900.00, which was materially false in that the loan application substantially overstated B.L.'s income and failed to disclose that B.L. was not making the down payment on the purchase of this property, when in fact **TEETERS** made the down payment on this property.

All in violation of Title 18, United States Code, Section 1349.

**THE ROMAR BEACH PROPERTY**

**COUNTS TWO THROUGH FIVE**

1. The grand jury realleges each and every allegation contained in all of the paragraphs of Count 1 of this Indictment, and incorporates them as if fully set forth herein.
2. Beginning in or about January 2, 2007 through at least February 3, 2007, in the Southern District of Alabama and elsewhere, the defendant

**JOAN C. TEETERS,**

aided and abetted by others both known and unknown to the Grand Jury, did knowingly and willfully with intent to deceive and for the purpose of applying for and receiving a mortgage loan from First Educators Credit Union, a financial institution a financial institution insured by the National Credit Union Administration, and other lenders of money, did devise and intend to devise a scheme and artifice to defraud First Educators Credit Union and other lenders of money, and to obtain money and property by means of false and fraudulent pretenses, representations and promises, well knowing at the time that the pretenses, representations and promises were and would be false when made. The scheme and artifice to defraud is more particularly set forth in each of the paragraphs in Count 1 of this Indictment.

**TEETERS**, aided and abetted by others, submitted or caused to be submitted to First Educators Credit Union a loan application for the purchase of real property located at Romar Beach, 23060 Perdido Beach Boulevard, Unit 212, Orange Beach, Alabama, (the Romar Beach Property), for a price of \$ 332,500.00, which was materially false in that it falsely overstated **TEETERS'S** income and assets. Further, the loan application failed to disclose that **TEETERS** would receive \$137,290.50 at closing from an undisclosed seller-financed second mortgage.

3. On or about the dates listed below, in the Southern District of Alabama and elsewhere, **TEETERS** aided and abetted by others, for the purpose of executing the aforementioned material scheme and artifice to defraud, and attempting to do so, knowingly caused the following documents to be sent, delivered and moved by United Parcel Service (UPS), an interstate commercial mail carrier, to and from the following locations, each such use of the interstate commercial mail carrier being a separate count of this Indictment:

Count	Date	Place of origin	Destination	Documents	Property
Two	1/25/07	Bayshore Title Company, Gulf Shores, AL	J.E.J. and J.L.H., in Leighton, Alabama	Closing documents	The Romar Beach Property
Three	1/30/07	Bayshore Title Company, Gulf Shores, AL	J.L.H., in Tuscumbia, AL	Closing documents	The Romar Beach Property
Four	1/30/07	Bayshore Title Company, Gulf Shores, AL	J.E.J., in Leighton, Alabama	Closing documents	The Romar Beach Property

Five	1/30/07	Bayshore Title Company, Gulf Shores, AL	First Educators Credit Union, Birmingham, Alabama	Closing documents	The Romar Beach Property
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All in violation of Title 18, United States Code, Sections 1341 and 2.

### **COUNT SIX**

On or about January 26, 2007, in the Southern District of Alabama, Southern Division, and elsewhere, the defendant,

### **JOAN C. TEETERS**

aided and abetted by others, both known and unknown to the Grand Jury, did knowingly devise a scheme and artifice to defraud First Educators Credit Union, a financial institution in Birmingham, Alabama, insured by the National Credit Union Administration, and did obtain moneys under the custody and control of said financial institution by means of false and fraudulent pretenses.

It was part of the scheme and artifice to defraud that the defendant **TEETERS**, aided and abetted by others, submitted a loan application for a loan for the purchase of real property located at Romar Beach, 23060 Perdido Beach Boulevard, Unit 212, Orange Beach, Alabama, (the Romar Beach Property), for a price of \$ 332,500.00 from First Educators Credit Union through Pinkerton Financial, a mortgage broker in Gulf Shores, Alabama. It was further part of the scheme and artifice to defraud that **TEETERS**, aided and abetted by others both known and unknown, falsely represented to First Educators Credit Union that she would be paying the down payment for the purchase of the Romar Beach Property with her personal checking and savings accounts funds and that she was not providing the down payment herself. It was further part of



the scheme and artifice to defraud that **TEETERS** withheld from the First Educators Credit Union that her down payment was made from funds from the seller-funded second mortgage the straw buyer known to the Grand Jury and identified herein as B.L. received from the purchase of the Sea Breeze Property.

All in violation of Title 18 U.S.C. § 1344 and 2.

**COUNT SEVEN**

On or about January 26, 2007, in the Southern District of Alabama, the defendant,

**JOAN C. TEETERS**

aided and abetted by others both known and unknown to the Grand Jury, both for the purpose of influencing the action of First Educators Credit Union, a financial institution insured by the National Credit Union Administration, in connection with an application for a \$332,500.00 mortgage loan for the purchase of real property located at Romar Beach, 23060 Perdido Beach Boulevard, Unit 212, Orange Beach, Alabama, (the Romar Beach Property), did knowingly make a material false statement to First Educators Credit Union, in that **TEETERS** stated and represented in a loan application submitted to First Educators Credit Union that she was making the down payment herself, knowing that such statement and representation was false when made, in that **TEETERS** had failed to disclose that the down payment was from the seller-funded second mortgage the straw buyer known to the Grand Jury and identified herein as B.L. received from the purchase of the Sea Breeze Property.

In violation of Title 18, United States Code, Section 1014 and 2.

**THE BEACH BOULEVARD PROPERTY**

**COUNTS EIGHT THROUGH ELEVEN**

1. The grand jury realleges each and every allegation contained in all of the paragraphs of Count 1 of this Indictment, and incorporates them as if fully set forth herein.

2. Beginning in or about September 12, 2006 through at least November 12, 2006, in the Southern District of Alabama and elsewhere, a straw buyer known to the Grand Jury and identified herein as C.N., aided and abetted by the defendant

**JOAN C. TEETERS,**

and by others both known and unknown to the Grand Jury, did knowingly and willfully with intent to deceive and for the purpose of applying for and receiving a mortgage loan from First Choice Funding, Inc., a lending institution, and other lenders of money, did devise and intend to devise a scheme and artifice to defraud First Choice Funding Inc., and other lenders of money, and to obtain money and property by means of false and fraudulent pretenses, representations and promises, well knowing at the time that the pretenses, representations and promises were and would be false when made. The scheme and artifice to defraud is more particularly set forth in each of the paragraphs in Count 1 of this Indictment.

C.N., aided and abetted by **TEETERS** and by others, submitted or caused to be submitted to First Choice Funding, Inc. a loan application for the purchase of real property located at 517 E. Beach Boulevard, Unit 4D, Gulf Shores, Alabama, (the Beach Boulevard Property), for a price of \$ 495,000.00, which was materially false in that it falsely overstated C.N.'s income and that it falsely claimed that C.N. was providing the down payment for the loan. Further, the loan application failed to disclose that C.N. would receive \$104,741.50 at closing from an undisclosed

seller-financed second mortgage, which was then deposited into **TEETERS'S** Joan T. Realty bank account.

3. On or about the dates listed below, in the Southern District of Alabama and elsewhere, C.N., aided and abetted by **TEETERS** and by others, for the purpose of executing the aforementioned material scheme and artifice to defraud, and attempting to do so, knowingly caused the following documents to be sent, delivered and moved by United Parcel Service (UPS), an interstate commercial mail carrier, to and from the following locations, each such use of the interstate commercial mail carrier being a separate count of this Indictment:

Count	Date	Place of origin	Destination	Documents	Property
Eight	11/1/06	Bayshore Title Company, Gulf Shores, AL	First Tennessee Bank, B.D., in Memphis, Tennessee	Supporting the payoff of the seller's mortgage	The Beach Boulevard Property
Nine	11/1/06	First Tennessee Bank, B.D., in Memphis, Tennessee	Bayshore Title Company, in Gulf Shores, AL	Supporting the payoff of the seller's mortgage	The Beach Boulevard Property
Ten	11/3/06	Bayshore Title Company, Gulf Shores, AL	ABN AMRO Mortgage Group, Chicago, IL	Supporting the payoff of the seller's mortgage	The Beach Boulevard Property
Eleven	11/6/06	Bayshore Title Company, Gulf Shores, AL	First Tennessee Bank, in Memphis, Tennessee	Supporting the payoff of the seller's mortgage	The Beach Boulevard Property

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

**COUNT TWELVE**

1. The grand jury realleges each and every allegation in all of the paragraphs of Count 1 of this Indictment, and incorporates them as if fully set forth herein.

2. Beginning in or about September 12, 2006 through at least November 6, 2006, in the Southern District of Alabama and elsewhere, straw buyer known to the Grand Jury and identified herein as C.N., aided and abetted by defendant

**JOAN C. TEETERS**

and by others both known and unknown to the Grand Jury, devised and intended to devise a material scheme and artifice to defraud First Choice Funding, Inc., a lending institution, and other lenders of money, and to obtain money and property from the lending institutions by means of false and fraudulent pretenses, representations and promises. The material scheme and artifice to defraud is more particularly set forth in each of the paragraphs in Count 1 of this Indictment.

3. On or about September 14, 2006, in the Southern of Alabama and elsewhere, C.N. aided and abetted by **TEETERS** and by others, for the purpose of executing the aforementioned material scheme and artifice to defraud, and attempting to do so, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communications, signals, and sounds, that is, a facsimile of a purchase agreement, for the purchase of the Beach Boulevard Property, from Exit Realty in Gulf Shores, Alabama, fax number 251-981-1472, to A.M. Personal Trust, in Memphis, Tennessee, fax number 901-881-2513

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

THE WEST WIND PROPERTY

COUNT THIRTEEN

1. The grand jury realleges each and every allegation contained in all of the paragraphs of Count 1 of this Indictment, and incorporates them as if fully set forth herein.

2. Beginning in or about March 1, 2007, through at least April 19, 2007, in the Southern District of Alabama and elsewhere, defendant

**JONATHON MARC NATTIER**, aided and abetted by defendant  
**JOAN C. TEETERS**

and by others both known and unknown to the Grand Jury, did knowingly devise a scheme and artifice to defraud First Educator's Credit Union, a financial institution insured by the National Credit Union Administration, and did obtain monies under the custody and control of said financial institution by means of false and fraudulent pretenses, representations and promises. It was part of the scheme and artifice to defraud that the defendant **NATTIER**, aided and abetted by defendant **TEETERS** and by others, submitted and caused to be submitted a loan application for the purchase of real property located at West Wind, 939 West Beach Boulevard, Unit 701, Gulf Shores, Alabama, (the West Wind Property), for the price of \$ 495,500.00, from First Educators Credit Union through Pinkerton Financial, a mortgage broker in Gulf Shores, Alabama,

It was further part of the scheme and artifice to defraud that **NATTIER**, aided and abetted by **TEETERS** and by others both known and unknown to the Grand Jury, falsely represented to First Educators Credit Union that he would be paying the down payment for the purchase of the West Wind property with his personal checking and savings account funds and that he made \$15,032.00 a month in income, knowing that such statements and representations were false when

made. It was further part of the scheme and artifice to defraud that **NATTIER** withheld from the First Educators Credit Union that another person provided the funds for **NATTIER'S** down payment on the mortgage loan and failed to disclose that **NATTIER** would receive more than \$170,000.00 at closing from an undisclosed seller-funded second mortgage.

All in violation of Title 18 U.S.C. § 1344 and 2.

**COUNT FOURTEEN**

On or about March 30, 2007, in the Southern District of Alabama, the defendant,

**JONATHON MARC NATTIER**, aided and abetted by  
**JOAN C. TEETERS**,

and by others both known and unknown to the Grand Jury, both for the purpose of influencing the action of First Educators Credit Union, a financial institution insured by the National Credit Union Administration, in connection with an application for a \$396,400.00 mortgage loan for the purchase of real property located at West Wind, 939 West Beach Boulevard, Unit 701, Gulf Shores, Alabama, (the West Wind Property), did knowingly make a material false statement to First Educators Credit Union, in that **NATTIER** stated and represented in a loan application submitted to First Educators Credit Union that his down payment was from his own checking and savings account funds and that his income was \$15,032.00 a month, knowing that such statements and representations were false when made, in that **NATTIER** had grossly overstated his income and had failed to disclose that the down payment was being paid by another person.

In violation of Title 18, United States Code, Section 1014 and 2.

THE SEA BREEZE PROPERTY

COUNT FIFTEEN

1. The grand jury realleges each and every allegation contained in all of the paragraphs of Count 1 of this Indictment, and incorporates them as if fully set forth herein.

2. Beginning in or about January 3, 2007 through at least February 5, 2007, in the Southern District of Alabama and elsewhere, an individual known to the Grand Jury and identified herein as B.L., aided and abetted by the defendant

**JOAN C. TEETERS,**

and by others both known and unknown to the Grand Jury, did knowingly devise a scheme and artifice to defraud First Educator's Credit Union, a financial institution insured by the National Credit Union Administration, and did obtain monies under the custody and control of said financial institution by means of false and fraudulent pretenses, representations and promises. It was part of the scheme and artifice to defraud that B.L., aided and abetted by the defendant **TEETERS**, and by other members of the conspiracy, submitted and caused to be submitted a loan application for the purchase of real property located at Sea Breeze, 952 W. Beach Boulevard, Unit 211, Gulf Shores, Alabama (the Sea Breeze Property), for the price of \$ 239,900.00, which was materially false in that the loan application substantially overstated B.L.'s monthly income, failed to disclose that the sale involved a seller-funded second mortgage, and falsely represented that B.L. would be paying the down payment for the purchase of the Sea Breeze Property with her personal checking and savings accounts funds and that she was responsible for the down payment herself. It was further part of the scheme and artifice to defraud that B.L., aided and abetted by the defendant **TEETERS**, withheld from the First Educators Credit Union that another member of

the conspiracy had provided the funds for the down payment on the mortgage and failed to disclose that B.L. would receive more than \$100,000.00 at closing from a seller-funded second mortgage which was then deposited into defendant **TEETERS'S** Joan T. Realty bank account..

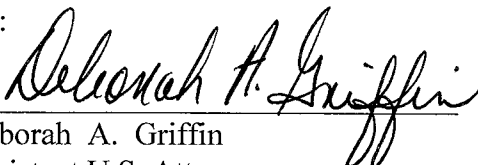
All in violation of Title 18 U.S.C. § 1344 and 2.

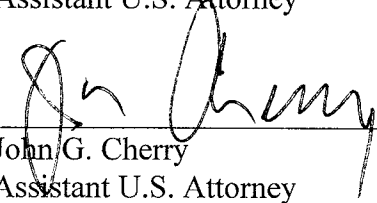
A TRUE BILL

\_\_\_\_\_  
FOREMAN, UNITED STATES GRAND JURY  
SOUTHERN DISTRICT OF ALABAMA

KENYEN R. BROWN  
UNITED STATES ATTORNEY

By:

  
\_\_\_\_\_  
Deborah A. Griffin  
Assistant U.S. Attorney

  
\_\_\_\_\_  
John G. Cherry  
Assistant U.S. Attorney  
Chief, Criminal Division

FEBRUARY 2011



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**PENALTY PAGE**

**STYLE OF CASE:** UNITED STATES v. JOAN C. TEETERS, et. al.

**DEFENDANTS:** JOAN C. TEETERS (Counts 1-15)  
JONATHON MARC NATTIER (Counts 1, 13 & 14)

**USAO NO.:** 07R00468

**AUSA:** Deborah A. Griffin

**CODE VIOLATIONS:**

**COUNT 1:** 18 U.S.C. § 1349 – Conspiracy to Commit Mail and Wire Fraud

**COUNTS 2-5, 8-11,15:** 18 U.S.C. § 1341 & 2 – Mail Fraud

**COUNTS 12:** 18 U.S.C. § 1343 & 2 – Wire Fraud

**COUNTS 6, 13 & 15:** 18 U.S.C. § 1344 & 2- Bank Fraud

**COUNTS 7 & 14:** 18 U.S.C. § 1014 & 2- False Loan Application

**PENALTIES:**

**COUNTS: 1, 7-12:** 20 yrs/\$250,000.00/3 yrs SRT/\$100 SA

**COUNTS: 2-4, 6, 13-15:** 30 yrs/\$1,000,000.00/5 yrs SRT/\$100 SA