

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

TRIAL DIVISION

IN RE : MISC. NO. 0004311-2007  
COUNTY INVESTIGATING GRAND :  
JURY OF AUGUST 2, 2007 : C-7

**PRESENTMENT**

TO THE HONORABLE LILLIAN HARRIS RANSOM: SUPERVISING JUDGE:

We, the County Investigating Grand Jury of August 2, 2007, having been duly charged by the Court to investigate allegations of fraudulent property transfers within the City and County of Philadelphia, and all related and cognate offenses, and having obtained knowledge of such matters from witnesses sworn by the Court and testifying before us and finding thereon reasonable grounds to believe, and so believing, upon our respective oaths not fewer than twelve (12) concurring, do hereby make this Presentment to the Court.

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FOREPERSON  
County Investigating Grand Jury

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

TRIAL DIVISION

IN RE : MISC. NO. 0003211-2007  
COUNTY INVESTIGATING GRAND :  
JURY OF AUGUST 2, 2007 : C-7

PRESENTMENT

**SECTION 1 - INTRODUCTION**

On August 2, 2007, we, the County Investigating Grand Jury XXII, were empanelled pursuant to the Act of November 22, 1978, Act No. 1978-271, 42 Pa.C.S.A. §4542 et. Seq., and charged to investigate allegations of crimes occurring within the City and County of Philadelphia. Since February 2008, we have investigated the facts and circumstances pertaining to the creation, notarization and filing of forged deeds and fraudulent real estate transfer paperwork and the sale of such real properties and other real properties without any lawful authority, by a group of individuals including Carlos Quiles, Ivan Delgado and Troy Baylor.

As a result of our investigation, we have concluded from the evidence that there is probable cause to believe that the above named three individuals and thirteen (13) of their cohorts, including two notaries public, engaged in the fraudulent conveyance of over eighty properties within the City and County of Philadelphia to the detriment of both the legal homeowners and unsuspecting home purchasing victims.

## **SECTION 2 - BACKGROUND**

The Grand Jury learned that the investigation began in September 2004, when Fernando DeCastris contacted the Philadelphia District Attorney's Office to report the fraudulent transfer of his property at 5411 N. 3<sup>RD</sup> Street. At that time, Mr. DeCastris was referred to the detective division of occurrence, the Central Detective Division, and reported the crime to Detective John Merrill. As a result of Detective Merrill's investigation, Carlos Quiles was arrested on October 19, 2004, for the fraudulent transfer of Mr. DeCastris' property. Meanwhile, the Economic and Cyber Crime Unit of the Philadelphia District Attorney's Office began to receive an increasing number of calls regarding the fraudulent conveyance of other properties in Philadelphia. A preliminary review of those complaints also implicated Carlos Quiles. The continuing complaint calls received by the Economic and Cyber Crime Unit and the information uncovered by Detective Merrill's investigation confirmed that there were more properties and conspirators involved in the conspiracy and the Economic and Cyber Crime Unit, specifically Detective David Budka, took over the investigation in January 2005. While this investigation developed and appeared to focus on Carlos Quiles and Ivan Delgado, new information received in the summer of 2006 changed its course.

In July 2006, four Spanish speaking victims came to the District Attorney's Office. Police Officer Patricia Wong, assigned to the Economic and Cyber Crime Unit of the Philadelphia District Attorney's Office, interviewed them. The four victims told Officer Wong that they had bought homes from a man named Troy Baylor. They further explained that they paid Baylor for the homes, but then learned that, in most instances, the title to the properties was never transferred to their names. One of the victims

explained that she met Troy Baylor through two of her friends, Justine Timms and Alberto Cruz.

We heard that Officer Wong's initial investigation of this Troy Baylor revealed that one of the four complainants, Theresa Santos, had title to a property transferred into her name via a fraudulent deed that was notarized by Ivan Delgado. Delgado is a notary public known to Detective Budka to have conspired with Carlos Quiles in the other fraudulent conveyances.

In September 2006, Justine Timms met with Officer Wong to discuss her knowledge of Troy Baylor and his associates involved in selling property with him in Philadelphia. During the interview, Ms. Timms explained that she also bought properties from Troy Baylor and that title to those properties had never been transferred into her name. In addition, Ms. Timms implicated and identified Carlos Quiles and other individuals believed to be Quiles' co-conspirators by photo array, implicating them further in a conspiracy with Troy Baylor.

Suspecting a larger conspiracy, Detective Budka and Officer Wong joined together to investigate the possible connection between their two ongoing investigations. Upon finding a massive conspiracy between Carlos Quiles, Troy Baylor, and numerous other individuals to fraudulently transfer multiple properties in Philadelphia, the District Attorney's Office petitioned to have the matter brought before this Grand Jury.

The Grand Jury heard evidence about the fraudulent transfer of over 80 properties in Philadelphia by a ring of conspirators identified below. Generally, the ring involves the forging and recording of deeds to abandoned or otherwise uninhabited property, purporting to sell the property to another person. However, there are instances where the

owner was forced to leave their home when a buyer showed up and claimed ownership to the property. In each case of fraud, the original owner was unaware of the transactions and did not give anyone the right to transfer the property. In many instances, the owner of the house had been deceased for a number of years at the time of the fraudulent conveyance, or was otherwise unavailable<sup>1</sup>, and thus, could not have signed the deed.

The members of the Grand Jury also heard evidence regarding the manner in which deeds are processed in Philadelphia and how the conspirators exploited this process to commit fraud. Specifically, Joan Decker, Commissioner of the Department of Records testified before the Grand Jury and told us that the title transfer history of property in Philadelphia is a matter of public record and that any member of the public may obtain information about past or current ownership of property regardless of whether he or she has a legitimate reason to do so. This information is easily obtained either in City Hall or through the use of the City's automated computer system PhilaDox, which is accessible through the internet for a nominal fee. State law governs the actual process of recording deeds and mandates that anyone may record a deed as long as the deed meets sixteen criteria. The individual recording does not have to be the buyer, seller or have any relationship whatsoever to the property being transferred. Decker explained that there are sixteen criteria which focus on the content of the deed and mainly insure that certain information is provided within the document. It is not, however, the Department of Record's responsibility to verify the accuracy or veracity of the information provided. State law mandates the recording of all deeds that meet the sixteen essential criteria.

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<sup>1</sup> The Grand Jury heard testimony that many of the legitimate owners died before their property was fraudulently conveyed. In some instances, the legitimate owners had moved out of the properties but remained in Philadelphia, and in others, owners had moved from the Philadelphia area.

Thus, even fraudulent deeds, containing forged signatures and bogus information, are recorded as long as on their face they seem to contain all the necessary information.

We also learned that the Department of Records collects a Real Estate Transfer Tax Certification form, along with the appropriate tax, at the time a deed is recorded. We examined a Real Estate Transfer Tax Certification form and found that immediately above the signature space there is a preprinted statement that reads as follows: “Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.” The Transfer Tax Certification also contains a space wherein the transaction can be claimed as tax-exempt. One available exemption is for an interfamily transfer. We learned that the Record’s Department does not attempt to verify the validity of a claimed exemption; they merely collect the form and tax where applicable.

Decker told us that the Department of Records processes approximately 200 to 250 deeds per business day. We learned that there was no system in place for tracking who requested information on any given property. We further learned that the Department does not require identification prior to providing information regarding a property.

We further learned about the requirements to become a notary public and the standards maintained by notaries public. We learned that the only requirement to become a notary public is that you be a registered voter. If you are a registered voter, you need only obtain a letter of recommendation from your state senator and send in an application. We also learned that, in some instances, what few requirements there are governing the notarization of documents are not enforced. We learned that the generally

accepted practice is that in order for a document to be legitimately notarized, the signor must be present before the notary at the time of the signing. The signor must either present at least one form of identification to the notary, establishing that they are who they purport to be or must be personally known to the notary. Once the notary has verified the signor's identity and the document has been signed, the notary affixes their stamp and seal to the document. We learned that notaries public are required to keep logs of the documents that they notarize. The log should list the date that the document is notarized, the type of document and the parties to the transaction. We learned that while some notaries keep photocopies of the identification presented, many do not.

We learned that in each instance of fraud, the initial fraudulent conveyance transferred title to the property to either a member of the ring, where the property could be used as an investment property and rented to an unsuspecting tenant, or sold to a duped buyer, or a "straw person" who either did not exist or was unaware of the transfer, leaving the property vulnerable to further fraudulent conveyance by the ring. Often, the duped buyers were immigrant, non-English speakers, targeted by the conspirators because of the victims' lack of familiarity with the laws and procedures governing real estate transfers in the Commonwealth. The investigation revealed that in most instances these conspirators hail from the same neighborhoods as their victims, often touting themselves as leaders of the same community they were victimizing for their own financial gain.

### **SECTION 3 – THE CRIMINAL ENTERPRISE**

The Grand Jury learned that the criminal enterprise introduced above initially operated out of an office located at 3260 Kensington Avenue in Philadelphia. Sometime in the late summer of 2004, the organization relocated to 2710 N. Front Street. The Grand Jury heard that several services were offered to the public at both locations for a fee, including notarial, accounting, and legal services, and at both locations, real property was offered and advertised for sale and the necessary paperwork for those transactions was drafted. We heard from several witnesses, including members of the criminal enterprise, including Richard Smith and Juanita Torres, that Carlos Quiles purported to be a lawyer and/or to work with attorneys and that he was generally known in the community as someone who could assist with immigration and other legal issues.<sup>2</sup>

We further learned that Ivan Delgado worked at both office locations, and, by most accounts, worked for Quiles notarizing documents, completing deed paperwork, providing receipts for transactions, and performing accounting services. As a reverend, Kenneth Lyons was known as a community leader and activist, who, due to his role in the community, allegedly learned of available properties and acted as a middle man for property owners wishing to sell their properties. Lyons partnered with Quiles to sell real estate. In return, Quiles introduced Lyons to prospective buyers and completed the necessary paperwork for the transactions. We learned that other members of the ring,

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<sup>2</sup> In October 2004, Quiles was arrested for his involvement in the fraudulent conveyance of 5411 N. 3<sup>RD</sup> Street. At that time, he gave a statement and explained that he was working as an office manager for Mr. John Cahill, Esquire, at Mr. Cahill's office located at 3260 Kensington Avenue. Police Officer Patricia Wong testified before the Grand Jury and related in summary that in September 2006, she went to 2710 N. Front Street, a three-story row with a commercial storefront, located near Front Street and Lehigh Avenue in Philadelphia. On the building's façade was a large sign that read: "John Martin Cahill Associates, Abagados and Notarios," (Spanish for attorneys and notaries).

including David Lespier and Vincent Wilder, worked at both office locations cleaning out and showing properties to prospective buyers and performing duties within the office.

Troy Baylor purported to be a community activist and City of Philadelphia employee. He told prospective buyers that due to his job and political connections<sup>3</sup>, he had access to lists of properties which the City owned and was willing to sell at a reduced price. He drove buyers around various neighborhoods in Philadelphia showing them real estate and often directing them to choose any property that had an orange and black sticker affixed to the façade. He explained that those properties were owned by the City and because he was a representative of and employed by the City he could have title to those properties transferred into the buyers' names. Baylor was identified by victims as being present and working at both offices run by Quiles. In addition, Richard Smith testified before the Grand Jury and confirmed that Baylor worked for Quiles at both 3260 Kensington Avenue and then 2710 N. Front Street. Indeed, Smith testified that he had known Baylor for some time when Baylor told him that he was working for a man and with a group of people who sold real estate. Smith told us that Baylor introduced him to his employer, Quiles, and Smith acknowledged buying a number of properties from Quiles and his cohorts. Richard Smith and Baylor then began operating out of an "office" at 2330 N. 17<sup>TH</sup> Street, a property previously fraudulently conveyed to Smith by the criminal organization<sup>4</sup>, holding themselves out as BNB Realty.

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<sup>3</sup> Justine Timms testified Baylor claimed to work for a State Representative and presented her with a business card for Mike Horsee, House of the State Representative. Baylor also told her that he worked for the City of Philadelphia.

<sup>4</sup> Smith testified that he bought four properties from Quiles and his associates, including Baylor, as a part of a "package deal." He explained that he was able to purchase the properties at a reduced price by buying multiple properties at one time. Initially, he testified that he bought the properties when the organization was operating out of 3260 Kensington Avenue and that he then tracked the company and its employees to their new location at 2710 N. Front Street. Later in his testimony, he claimed to have not bought properties until the organization moved to 2710 N. Front Street. In addition, initially he claimed that 2330 N. 17<sup>TH</sup>

Various witnesses testified that Baylor and Smith purported to be business partners. Their company sold real estate, managed rental properties and provided assistance with construction and renovations. Baylor purported to obtain properties because of his position as a community activist and due to his political connections within City Hall. Smith claimed to be a real estate agent and broker and was responsible for running the construction side of the business. Various witnesses testified that they negotiated the purchase of real estate at the 2330 N. 17<sup>TH</sup> Street office and that they obtained copies of deed paperwork at that location as well. Richard Smith told the Grand Jury that he used 2330 N. 17<sup>TH</sup> Street as a satellite office for his property management business, Smith Realty, LLC, based in Norristown. He acknowledged that he was neither a licensed real estate agent nor broker and claimed that he was never involved with the sale of any real estate in Philadelphia. Baylor and Smith told their victims that their office located at 2330 N. 17<sup>TH</sup> Street was a “satellite office” which was a part of a larger organization with offices in other locations in and outside the City of Philadelphia.

Daralease Brown told the members of the Grand Jury that she worked for Richard Smith’s company, Smith Realty, LLC on a part-time basis performing clerical duties and other office work for about eighteen months. She testified that Smith Realty was a real estate business that bought and sold real estate. She further told us that in addition to his office at his home in Norristown, Smith had an office located in a building he owned in North Philadelphia and that she worked at the North Philadelphia location. Brown identified a copy of a Smith Realty, LLC business card as being an accurate

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Street was not a part of the “package deal” of properties he purchased. Later when confronted with the deed notarized by Delgado which transferred title to 2330 N. 17<sup>TH</sup> Street to him, Smith changed his testimony and claimed that the property was a part of the “package deal” of properties he purchased from the organization.

representation of the business card she carried when she worked for Smith Realty. The card listed her and Courtney Smith as agents of Smith Realty. Brown claimed that although she was listed as an “agent” she never sold any properties for the company. She testified that based on representations that Smith made to her, she believed he was both a licensed real estate agent and broker, that he had a tax business located outside the Philadelphia area, and that he was in the business of selling insurance.

Lenora Irene Jackson and Rebecca Robinson are two notaries public associated with the enterprise through their notarization of numerous fraudulent deeds brought to them by Baylor. Their continued participation with Baylor in this scheme was essential to his continued ability to engage in this criminal activity and further victimize the community.

## **SECTION 4 – THE THEFT OF HOMES**

### **SECTION 4A- The Beginning**

#### **5411 N. 3<sup>RD</sup> Street**

The Grand Jury heard evidence that on September 16, 2004, Fernando DeCastris contacted the Philadelphia District Attorney’s Office to report the fraudulent sale of the property located at 5411 N. 3<sup>RD</sup> Street. Prior to September 16, 2004, Mr. and Mrs. DeCastris were interviewed by Philadelphia Police Detective John Merrill, assigned to the Central Detectives Division. Detective David Budka interviewed Detective Merrill and reviewed the police paperwork regarding his investigation. Detective Merrill told Detective Budka that the house located at 5411 N. 3<sup>RD</sup> Street had been owned by Mr. and

Mrs. DeCastris since 1989. The house was an investment property left vacant temporarily with the windows and front door boarded up for security.

On August 27, 2004, Mr. and Mrs. DeCastris learned that the house had been fraudulently transferred to a James Hastings for twelve thousand dollars. The fraudulent deed purporting to transfer the property was recorded on June 7, 2004. Mr. and Mrs. DeCastris told Detective Merrill that the signatures contained on the deed were not theirs and they did not sell the property or give anyone permission to sell the property. In addition, the DeCastris did not receive any money or other consideration for the transfer.

We heard from Detective David Budka who showed us a copy of this deed which was recorded on June 7, 2004, at the Department of Records in City Hall (a copy of this deed is attached as Exhibit A). The deed reads that title to the property at 5411 N. 3<sup>RD</sup> Street, Philadelphia, was transferred by Fernando A. DeCastris and Judith DeCastris his wife to James Hastings on May 31, 2004. The deed was notarized the same day by "Carmen Milagro Vasquez," Notary Public.

Detective Merrill's investigation led him to conclude that Carlos Quiles coordinated the fraudulent transfer of this property. Specifically, Quiles employed, or orchestrated the introduction of all of the involved parties, prepared the paperwork, and accepted the money for the fraudulent sale. Thus, Merrill arrested Quiles for his involvement in the theft of 5411 N. 3<sup>RD</sup> Street.

On October 19, 2004, after receiving Miranda warnings, Carlos Quiles gave a statement to Detective Merrill. Quiles related that during the time in question, he was working as an office manager for Mr. John Cahill, Esquire, at Mr. Cahill's office located at 3260 Kensington Avenue. On or about the last week in May 2004, one of Cahill's

clients, a man known to Quiles as Bishop Lyons, entered the office and explained that he wanted to sell a property located at 5411 N. 3<sup>RD</sup> Street. Quiles then introduced Bishop Lyons to Mr. Matos, later identified as Leonard Matos.<sup>5</sup> Mr. Matos claimed to have a friend who might be interested in buying the property. Quiles further related that on or about May 31, 2004, he prepared a deed and other paperwork purporting to transfer the property at 5411 N. 3<sup>RD</sup> Street to James Hastings, Matos' "friend". In addition, Quiles explained that he did not notarize the deed because his notary license was expired. After he prepared the paperwork, the deed was notarized by Carmen Milagro Vasquez. He further acknowledged that neither Mr. nor Mrs. DeCastris were present.

### **3036 Tulip Street**

The Grand Jury heard testimony from Detective David Budka that on March 9, 2005, Rocio Liberona contacted the Philadelphia District Attorney's Office on behalf of her husband, Patricio Liberona. She related that her husband bought an investment rental property at 3036 Tulip Street, in Philadelphia on July 15, 1999, for \$9,000.00. She further related that the property had been vacant since the purchase, but that her husband was slowly rehabbing and renovating it. In addition, her husband would occasionally stop by the property to check on it and to pick up the mail. In December 2004, Mr. Liberona stopped by the property and found that someone was living there. He spoke with an occupant of the property, Mr. Velez, who explained that he was renting the property from Miguel Robles and provided Mr. Liberona with Miguel Robles' telephone

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<sup>5</sup> Leonard Matos testified before the Grand Jury. He told us that he was hired at various times by Quiles, Lyons and Vincent Wilder to help renovate several properties in Philadelphia. Specifically, he told us that he was hired by Lyons to clean out and repair 5411 N. 3<sup>RD</sup> Street. He further acknowledged introducing his friend, Carmen Milagro Vasquez, to Lyons because he knew that Ms. Vasquez knew someone who was interested in buying property in Philadelphia.

number. Mr. Liberona contacted Miguel Robles and arranged to meet him at a restaurant on 5<sup>TH</sup> Street. At the restaurant, Robles told Mr. Liberona that he bought the property on Tulip Street from Carlos Quiles. Robles further explained that Carlos Quiles worked for an insurance/real estate agency on “2<sup>ND</sup> Street” in Philadelphia. Robles provided Mr. Liberona with a copy of his deed for the property and a copy of the “Transfer Tax Certification” accompanying the deed. Mr. Liberona explained that he did not transfer the property to Miguel and Carmen Robles, nor did he give anyone permission to transfer the property. After meeting with Robles, Patricio and Rocio Liberona contacted a real estate agent to seek help, who told them to contact the District Attorney’s Office.

A copy of a deed, recorded at the Department of Records in City Hall on September 8, 2004, was reviewed by the Grand Jury. The deed reads that title to the property at 3036 Tulip Street was transferred from Patricio Liberona to Miguel and Carmen Robles on August 16, 2004, for \$1.00. The deed was notarized the same day by “Carlos M. Quiles,” notary public. The signature of Jose Santiago on behalf of the grantee appears on the fourth page of the deed. A Philadelphia Real Estate Tax Certification was completed and recorded with the deed. The certification is signed by Miguel Robles and claims that the transfer is exempt from taxes because “property is in a rundown an (sp) abandoned condition, taxes are being paid into consideration.”

Detective Budka testified that he interviewed Marie Velez on March 11, 2005. Ms. Velez related that she and her husband Angel have rented the property at 3036 Tulip Street from Miguel and Carmen Robles since November 2004. She further related that she and her husband pay them \$450.00 per month for rent by money order, as well as utilities. They pay the rent to a young Hispanic male named, Miguel Jr., who is Miguel

Robles' son. Her husband is employed by Miguel Robles, who they had known for about two years at the time of the interview.

Detective Budka interviewed Miguel Robles on March 31, 2005. Miguel Robles related that he bought the property at 3036 Tulip Street in the summer of 2004. He went to Carlos Quiles' office, which at that time was located on Kensington Avenue, in Philadelphia because he knew that Quiles was selling houses. At the time of the interview, Mr. Robles had known Quiles for four to five years and identified Quiles by photo. A man Mr. Robles knows as David Lespier, who Robles also identified by photo, was at Quiles' office and agreed to show Mr. Robles the property on Tulip Street. Lespier and Mr. Robles went to the property, which Lespier opened with keys. Mr. Robles further related that he indicated that he was interested in buying the property, so they returned to Quiles' office. Lespier accepted Mr. Robles' offer and Quiles prepared the paperwork, which he had Mr. Robles sign. Lespier gave Mr. Robles keys to the house and the property was his. Miguel Robles further explained that he cleaned and fixed the property and began renting it for \$450.00 per month to Angel and Maria Velez.

Mr. Robles provided Detective Budka with a copy of a Wachovia Bank check number 4921, dated August 12, 2004, drawn on "Robles Landscaping Contractors, Inc." account ending in 503 paid to the order of Carlos Quiles in the amount of \$5,500.00. The memo line of the check, which was entered into evidence, states that the check is "for Tulip" Street. Carmen R. Robles' signature appears on the signature line of the check.

Miguel Robles explained that, in December 2004, a man named Patricio contacted him and told him that he owned the property at 3036 Tulip Street. Mr. Robles explained

how he bought the house, but Patricio indicated that he was the rightful owner of the property and Robles would have to transfer the property back to him.

During the interview on March 31, 2005, Miguel Robles also indicated that he had bought other properties from Quiles and Quiles' associates, including 951 E. Westmoreland Street, 3026 N. Keim Street and 1941 Lippincott Street in Philadelphia.

### **3135 Weikel Street**

On November 23, 2004, David Leipert contacted the Philadelphia District Attorney's Office to report the fraudulent transfer of his property located at 3135 Weikel Street, Philadelphia. Mr. Leipert related that the house was a rental property, but that he had evicted the tenants. The property had been vacant and boarded up for about three months. After discovering that the boards sealing the property had been tampered with, Leipert put up a no trespassing sign.

Mr. Leipert then checked the deed to the property and discovered that the property had been fraudulently transferred to Alberto Rodriguez. We heard from Detective Budka who testified that Mr. Leipert told him that the signature contained on the deed was not his, and he did not sell the property or give anyone permission to sell the property. Mr. Leipert did not know nor ever met Alberto Rodriguez.

A copy of this fraudulent deed, recorded at the Department of Records on October 25, 2004, was shown to the Grand Jury. The deed purports to transfer title to the property at 3135 Weikel Street, Philadelphia, from David Leipert to Alberto Rodriguez on August 24, 2004, and was notarized the same day by "Ivan H. Delgado," Notary Public.

On March 9, 2005, Detective Budka interviewed Alberto Rodriguez at David Leipert's office. Rodriguez told Detective Budka that he bought the property at 3135 Weikel Street from a man he could only identify as "Davie," who he met through Carlos Quiles at Quiles' office on Kensington Avenue. "Davie" met Rodriguez at the property at 3135 Weikel Street. About two weeks after being shown inside the property by "Davie," Mr. Rodriguez went to Carlos Quiles' office at 3260 Kensington Avenue and told Quiles that he wanted to buy the house. Mr. Rodriguez then gave a check in the amount of \$6,000.00 to "Davie." Two weeks after paying "Davie" at Quiles' office, Rodriguez went back to 3260 Kensington Avenue and picked up a deed, dated August 24, 2004, which showed that title to the property had been transferred to him. Both Quiles and "Davie" were present when he picked up the deed, but Delgado was not present. The deed shows that Ivan H. Delgado notarized the fraudulent signature of David Leipert.

Alberto Rodriguez further related to Detective Budka that he had just found out that someone other than himself was claiming to own 3135 Weikel Street about a week before Detective Budka interviewed him. He explained that he changed the lock on the property, then someone else changed the lock and when he changed it back, it was changed again. After that, a sign was placed on the property, which Rodriguez took down. Rodriguez then put up a sign with his contact information and David Leipert called him.

Alberto Rodriguez confirmed that David Leipert was not the "Davie" that sold him 3135 Weikel Street. He related that he has known Carlos Quiles for over fifteen years and that he also knows Ivan Delgado, who he met only a few days prior to the interview at Quiles' then new office located at 2710 N. Front Street in Philadelphia.

The Grand Jury heard evidence that belied Alberto Rodriguez's self serving statement to Detective Budka. Specifically, we learned that Alberto Rodriguez also goes by the name Herman Rodriguez. Operating under this alias, Rodriguez orchestrated the fraudulent conveyance of properties to two separate and unrelated witnesses who testified before the Grand Jury, as well as two additional witnesses who did not testify. Moreover, the testimony of these witnesses, which will be discussed in detail below<sup>6</sup>, evidences the fact that Rodriguez is an active participant and cohort in the larger conspiracy addressed in this Presentment. This evidence contradicts his claims that he was unaware that the property at 3135 Weikel Street was illegally transferred into his name, that he only met Ivan Delgado a few days before the interview with Detective Budka, that he was unable to identify David Lespier by his full name, and generally calls into question the veracity of any and all the information he provided to Detective Budka.

We heard evidence from Detective Budka that he interviewed Ivan Delgado on several occasions regarding numerous properties. With regard to 3135 Weikel Street, Ivan Delgado related that he notarized the deed for 3135 Weikel Street as a favor for a man he identified as David Lespier. After Delgado notarized the deed, Carlos Quiles paid him \$50.00 for his services. Delgado claimed that he knew Lespier through Quiles because Lespier often spent time with Quiles at the office, originally located at 3260 Kensington Avenue, and later at 2710 N. Front Street.<sup>7</sup> During the April 2005 interview, Delgado identified the current location of Quiles' office as 2710 N. Front Street.

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<sup>6</sup> See discussion of 3525 Jasper Street, 226 E. Roosevelt Boulevard, and 4937 Rosehill Street.

<sup>7</sup>Police Officer Patricia Wong testified before the Grand Jury and related in summary that in September 2006, she went to 2710 N. Front Street, a three-story row with a commercial storefront, located near Front Street and Lehigh Avenue in Philadelphia. On the building's façade is a large sign that reads: "John Martin Cahill Associates, Abogados and Notarios," (Spanish for Lawyers and Notaries), which lists two telephone

### **3525 Jasper Street**

Amy O'Brien contacted the Philadelphia District Attorney's Office on February 18, 2005, to report the fraudulent transfer of her father's home. She related that her father, Jerry Bass, owned 3525 Jasper Street in Philadelphia with his ex-wife, Doris Bass. Mr. Bass was planning to sell the property until he learned that someone was living in it and that it appeared to have been sold without his knowledge and permission. In addition, O'Brien related that her father and his ex-wife had never transferred the property nor gave anyone permission to transfer the property.

Detective Budka obtained a copy of a deed filed at the Department of Records on November 12, 2004. The deed purports to transfer title to the property at 3525 Jasper Street from "Jerry Bass and Dorris H/W" to Zoriada Cuevas on September 14, 2004, for \$3,500.00. The deed was notarized that same day by "Ivan H. Delgado," Notary Public. Attached to and recorded with the deed is a "Philadelphia Real Estate Transfer Tax Certification," dated September 14, 2004, and signed by Zoraida Cuevas, which indicates that the transfer is exempt from taxation because "taxe (sp) are being paid into consideration."

Detective Budka also obtained a copy of a subsequent deed recorded at the Department of Records on June 2, 2005, purporting to transfer title to the property at 3525 Jasper Street from Zoraida Cuevas to Alipia Tapia Cabrera on June 1, 2005, for \$1,500.00. The deed was notarized that same day by "Ivan H. Delgado," Notary Public. Zoraida Cuevas' signature appears on the deed and is a markedly different signature than

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numbers. A photograph of 2710 N. Front Street with the aforementioned sign was also entered into evidence.

the Zoraida Cuevas signature which appeared on the aforementioned Tax Certification dated September 14, 2004. Attached to and recorded with the deed is a “Philadelphia Real Estate Transfer Tax Certification,” dated June 2, 2005, and signed by Ivan Delgado, which indicates that the transfer is exempt from taxes because the property “Needs rehabilitation.”

On November 1, 2006, Detective Budka interviewed Jerry Bass, who related that he and his ex-wife, Doris Bass, have owned the property at 3525 Jasper Street, in Philadelphia since 1994. Mr. Bass further related that he and his ex-wife did not sell the property, but in 2005, they received notice that they had. He explained that he reviewed the fraudulent deed that transferred the property to Zoriada Cuevas for \$3,500.00. He and his ex-wife do not know Cuevas, and the signature that appears on the deed purporting to be his is not his signature. Indeed, both his and his ex-wife’s signatures on the deed are forged. In addition, neither he nor his ex-wife received money relating to the sale of the property. He does not know Zoriada Cuevas, Ivan Delgado or Alipia Tapia Cabrera.

Detective Budka also interviewed Doris Bass on November 3, 2006. Doris Bass related that the property at 3525 Jasper Street had been transferred fraudulently. She further explained that she did not sell the property and that the signature on the deed was not her signature. Moreover, Ms. Bass does not know and never met Zoriada Cuevas, Ivan Delgado or Alipia Tapia Cabrera.

Detective Budka interviewed Zoraida Cuevas on June 2, 2005. Zoraida Cuevas identified Carlos Quiles by photograph and related that, at the time of the interview, she had known Carlos Quiles for more than one year. She claimed that she knew Quiles

because she went with her sister to his office for assistance with her sister's immigration paperwork. She further claimed that she never purchased the property at 3525 Jasper Street and never gave Quiles permission to purchase that property in her name. In addition, she alleged that the signature on the deed filed on June 2, 2005, that purports to be her signature, is not her signature. Moreover, Cuevas stated that she does not know Ivan Delgado.

Detective Budka and Police Officer Patricia Wong interviewed Alipia Cabrera on April 3, 2007. Ms. Cabrera, who is Spanish speaking, also testified before the Grand Jury through an interpreter on April 30, 2008. In summary, Ms. Cabrera explained that she purchased the property at 3525 Jasper Street in June 2005 from Zoriada Cuevas. Ms. Cabrera identified Cuevas by photograph and explained that she worked with Cuevas's sister, Millagro Rodriguez. Millagro told Ms. Cabrera that her sister was interested in selling a property she owned for a low price. Specifically, Millagro informed Ms. Cabrera that she could purchase a home at a discount from Millagro's and Zoriada's brother, Herman Rodriguez aka Alberto Rodriguez. Millagro explained that their brother sold properties for a reverend who obtained the properties through his church by donation and/or a reduced price. Because the properties were obtained for nothing or a low price, their brother could sell the homes at a discount. Cuevas' property was one of the homes being sold by him. Millagro gave Ms. Cabrera the reverend's telephone number, and Ms. Cabrera contacted him. Ms. Cabrera identified the reverend by photo array as Kenneth Lyons. After answering Ms. Cabrera's call, Kenneth Lyons, who could not speak Spanish, gave the phone to a man who identified himself as Herman Rodriguez (aka Alberto Rodriguez) who made arrangements to show Ms. Cabrera some properties.

Ms. Cabrera testified that she met Lyons and Rodriguez, both of whom she identified in photo arrays, and they drove her around Philadelphia and showed her three properties. She was interested in purchasing 3525 Jasper Street. The door and windows of 3525 Jasper Street were boarded up. There was trash in the house and no heater. Nonetheless, Ms. Cabrera agreed to buy the property for \$5,500.00. At Rodriguez's direction, Ms. Cabrera went to a law office located near Front and Lehigh Streets in Philadelphia to pay for the home and complete the necessary paperwork. The first time she went to the office, Zoriada Cuevas was not present. Because Ms. Cuevas was the supposed owner of the property and grantor on deed, Ms. Cabrera insisted upon meeting her before she would pay for the property. Thus on June 1, 2005, Ms. Cabrera went to the Front and Lehigh Street office a second time, met Zoriada Cuevas, who she identified by photo, paid her personally \$5,000 for the home, completed the necessary paperwork and received two receipts. Ms. Cabrera further explained that in addition to the \$5,000 paid to Cuevas for the property, she paid the "attorney," who she identified by photo array as Carlos Quiles, \$500 for performing the deed paperwork. Ms. Cabrera was given two receipts evidencing the transaction. One receipt for \$5,000 was signed by Zoriada Cuevas and the second receipt for \$500 was signed by Ivan Delgado. Ms. Cabrera paid \$2,000 of the purchase price by check and the rest in cash. The deed paperwork was drafted at the office on Front Street and the notary, Ivan Delgado, was present when Ms. Cabrera paid the purchase price.

In an April 19, 2005 interview with Detective Budka, Ivan Delgado admitted that he notarized both deeds related to 3525 Jasper Street that were recorded on November 12, 2004, and June 2, 2005. He claimed that he notarized the deeds for Vincent Wilder.

Delgado related that he did not know and never met Jerry and Doris Bass, or Zoriada Cuevas. Moreover, the deeds for 3525 Jasper Street were merely two of many deeds that he notarized for Vincent Wilder without meeting the grantors of the properties.

### **951 E. Westmoreland Street**

On November 23, 2004, Barbara Donohue contacted the Philadelphia District Attorney's Office to report the fraudulent transfer of her property located at 951 E. Westmoreland Street, in Philadelphia. She explained that the property was transferred to Carmen and Miguel Robles without her knowledge or consent. Ms. Donohue further explained that the signature on the deed was not her signature, and that the signature appearing on the deed purporting to be her husband's signature was not his because he had died more than 6 years before the fraudulent transfer.

Detective Budka obtained a copy of a deed for 951 E. Westmoreland Street, recorded at the Department of Records on October 25, 2004. The deed purports to transfer title of the property from Leo A. Donohue and Barbara J. Donohue to Miguel and Carmen Robles on September 27, 2004, for \$5,000. The deed was purportedly notarized that same day by "Ivan H. Delgado," Notary Public. Attached to and recorded with the deed is a transfer tax certification, which claims that the transfer is tax exempt because "this is a bonafide transfer taxes are being paid into consideration." The transfer tax certification contains the signature of Miguel Robles and is dated October 24, 2004.

During Detective Budka's March 31, 2005 interview of Miguel Robles concerning 3036 Tulip Street, Robles acknowledged that he had bought other properties from Carlos Quiles and from other individuals who he met through Quiles. Included in

this list of properties was 951 E. Westmoreland Street. Robles related that he bought the house at 951 Westmoreland Street from Kenneth Lyons, who he met through Carlos Quiles and identified by photograph to Detective Budka. He explained that he went to Quiles' office on Kensington Avenue and met with Lyons. He and Lyons then walked to the property on Westmoreland Street. Lyons entered the property with keys. Robles agreed to buy the property, and they went back to Quiles' office. Back at the office, Quiles filled out the paperwork to transfer the property. Robles paid \$5,000 for the property by check, signed the paperwork and was given keys to the property. Ivan Delgado, who Robles has known since 1997, was also at the office, and he notarized the deed. About a week later, Quiles contacted Robles and told him that there was a problem with the house on Westmoreland and that it was going to be demolished. Robles went to Quiles' office at 2710 N. Front Street and met with Quiles and Lyons to get his money back. Lyons did not have the entire \$5,000.00 to return to Robles, so Robles told him he would be back in a few days and wanted the entire sum. A few days later, Robles returned to Quiles' office, Lyons returned his money, and Robles returned the keys.

Detective Budka obtained a copy of a deed recorded at the Department of Records on January 6, 2006. The deed purports to transfer title to the property at 951 E. Westmoreland Street from Miguel and Carmen Robles to "Michael Clark" on November 18, 2004, for \$2,500.00. The deed was notarized that same day by "Ivan H. Delgado," Notary Public. The signature of Miguel Robles, which appears on page three of the recorded deed, is markedly different than the signature of Miguel Robles that appears on the Philadelphia Real Estate Transfer Tax Certification attached and filed with the previous deed recorded on October 25, 2004. Attached to the instant deed is a transfer

tax certification alleging that the transfer of the property is exempt from taxation because “this is a bonafide transaction taxes are being paid into consideration.”

### **3103 Emerald Street**

On November 23, 2004, Teresa Bidwell contacted the Philadelphia District Attorney’s Office regarding her property at 3103 Emerald Street that had been fraudulently transferred. Ms. Bidwell related that the property was a rental property that had been left vacant and was in the process of being fixed up. She hired workers to renovate the property, who contacted her and told her that someone was already in the property doing work. Ms. Bidwell went to the property and found a man inside who claimed to be related to Carmen Lebron who, he said, owned the property. Ms. Bidwell contacted the police who told her to contact the District Attorney’s Office.

Detective Budka obtained a copy of a deed recorded at the Department of Records on October 27, 2004, purporting to transfer title to the property at 3103 Emerald Street from “Theresa” Bidwell to Carmen Lebron on September 27, 2004, for \$5,000.00. The deed was notarized that same day by “Ivan H. Delgado,” Notary Public. Attached to and recorded with the deed is a transfer tax certification alleging that the transfer is exempt from taxation because “this is a bonafide transfer taxes are being paid into consideration.”

In his interview with Ivan Delgado, Detective Budka discussed the fraudulent transfer of 3103 Emerald Street. Delgado affirmed that he notarized this deed. He explained that he never met Teresa Bidwell and that the signature on the deed, purporting to be her signature, was actually written by David Lespier. Delgado related that he notarized the deed to 3103 Emerald Street at 2710 N. Front Street at the request of

Vincent Wilder. Delgado further related that he notarized the Emerald Street deed the same day he notarized two other deeds, including the deed for 3135 Weikel Street.

Teresa Bidwell related that she does not know and has never met a Carmen Lebron or Ivan Delgado. In addition, she did not transfer her property, nor did she give anyone authority to transfer her property. Moreover, the signature on the deed recorded on October 27, 2004, is not her signature. Indeed, her name is spelled incorrectly.

### **1827 E. Madison Street**

Dolores Mscisz contacted the Philadelphia District Attorney's Office on January 13, 2005. When interviewed by Detective Budka, she explained that her father, Stanley Stodolny, and sister, Helen Stodolny Vitalec owned a property located at 1827 E. Madison Street, Philadelphia that was fraudulently transferred. Her father passed away in 1985, and her sister had the house fixed up and rented it out. The house was an occupied rental property until the late 1990s. Since then it remained vacant. In 2002, Helen Vitalec passed away. Ms. Mscisz told Detective Budka that she opened a letter from the City of Philadelphia addressed to her sister, notifying her of the recent sale of 1827 E. Madison Street to Yamil Rodriguez. Because her father had been dead for many years and her sister had been dead since 2002, Ms. Mscisz knew that they had not sold the house.

Detective Budka obtained a copy of the deed filed at the Department of Records on November 16, 2004. The deed purports to transfer the property at 1827 E. Madison Street from "Stanley Stodonsky and Helen Stodolny Vitalec" to Yamil Rodriguez on November 4, 2004, for \$2,500.00. The deed was notarized that same day by "Ivan H.

Delgado,” Notary Public. In addition, the section of the deed notarized by Delgado alleges that not only did both “Stanley and Helen Stodonsky” appear before him in 2004, but also that they are husband and wife. The transfer tax certification recorded with the deed also asserts that the grantors are married and that the transfer is exempt from taxes because “this is a bonafide transaction at arms length free and clear of all liens and encumbrances, transfer tax being paid on full consideration.”

Detective Budka also obtained a copy of a deed recorded ten days later at the Department of Records on November 26, 2004. The deed purports to transfer title to the property at 1827 E. Madison Street from “Stanley Stodonsky and Helen Stodolny Vitalec” to Yamil Rodriguez on November 4, 2004, for \$2,500.00. The deed was notarized that same day by “Ivan H. Delgado,” Notary Public. The transfer tax certification attached to and recorded with the deed indicates that the deed is a corrective deed “to correct the name last page of deed” and that the transfer is exempt from taxation because “this is a bonafide transaction free and clear of all liens taxes being paid on full consideration.”

Detective Budka interviewed Yamil Rodriguez and Mr. Rodriguez also testified before the Grand Jury on May 21, 2008. Rodriguez related that he bought 1827 E. Madison Street from a man named Vincent Wilder, who Rodriguez identified in a photo array. He met Vincent Wilder through his brother, Alfredo Rodriguez. Alfredo Rodriguez met Wilder through an acquaintance who believed he or Yamil would be interested in buying property in Philadelphia. Alfredo Rodriguez met Wilder initially at a gas station near Carlos Quiles’ office at 2710 N. Front Street. Wilder told Alfredo Rodriguez that he worked for Quiles who sold houses. Alfredo Rodriguez went with

Wilder to view the property and then went to Quiles' office. Alfredo told Yamil that the house would be a good fit for Yamil and his family and offered to loan Yamil the money necessary to buy the home.

Yamil Rodriguez went to see 1827 E. Madison Street with Wilder as well. Wilder entered the property with keys. Wilder told Yamil Rodriguez that he owned the house and that he bought it from the previous owners, the "Stodonskys," but the deed he showed Rodriguez was in someone else's name. Rodriguez told Wilder that he wanted paperwork that showed that the property was being transferred from Wilder to him. In response, Wilder told Rodriguez that the paperwork he wanted would cost more money. Rodriguez agreed to pay \$13,000.00 for the property.

Later, Wilder met Yamil Rodriguez at Rodriguez's place of work and showed him the desired paperwork. Yamil Rodriguez told Wilder that he would pay for the home after they went to City Hall, recorded the deed, and the title came back in his name. Wilder agreed to this and took Yamil Rodriguez to City Hall to record the deed. At City Hall, Yamil Rodriguez signed the transfer tax certification, and gave Wilder a deposit, explaining that he would pay him the balance once he received a deed in his name. When the deed paperwork was returned, Yamil Rodriguez's name was spelled incorrectly, so he insisted on filing new paperwork before he would pay the balance. Wilder and Yamil Rodriguez again went to City Hall, and Rodriguez signed the transfer tax certification. After receiving a corrected deed, Yamil Rodriguez and Wilder went to 22<sup>ND</sup> and Lehigh Avenue to pay back taxes for the property. Yamil Rodriguez did not go to Quiles' office and was not present when the deed paperwork was notarized. In addition, Yamil

Rodriguez did not meet the Stodonlys and believed he was buying the property from Vincent Wilder.

### **2265 E. Ontario Street**

Detective Budka obtained a copy of a deed recorded at the Department of Records on October 17, 2005. The deed transfers title to 2265 E. Ontario Street from Virginia Coontz to David Lespier on August 6, 2005, for \$2,000 (a copy of this deed is attached as Exhibit B). The deed was notarized the same day by notary public, "Ivan H. Delgado". The signature of David Lespier appears on the fourth page of the deed verifying that the grantee's residence is the property location and at the bottom of the transfer tax certification recorded with the deed as the correspondent or responsible party for the transfer. The transfer tax certification indicates that the transfer is exempt from taxes because "this is a bonafide transaction taxes are being paid into consideration." The signature of the grantor spells the grantor's last name incorrectly as "Coonzt," rather than the correct spelling "Coontz."

Detective Budka testified that he interviewed Virginia Coontz who had already reported the fraudulent transfer to the police. Ms. Coontz told Detective Budka that she has lived at 2265 E. Ontario Street since 1997 and owned the property since 2000. In 2004, Ms. Coontz's daughter broke her ankle and Ms. Coontz moved in with her daughter in order to care for her, but would still stop by the property to pick up clothes and other personal items on a regular basis. Then in December 2004, the heater at 2265 E. Ontario Street broke and was not repaired until February 2005. During those months, Ms. Coontz spent all of her time at her daughter's home.

In October 2005, Ms. Coontz received a call from her cousin, who had seen people going in and out of the property and stopped and asked the people what they were doing. After receiving the call, Ms. Coontz went to her home and spoke with two men. The two men told Ms. Coontz that they had been hired by a dark haired woman with glasses to clean out the house. The men then called the woman, who also came to the property and the two men left. The woman told Ms. Coontz that she had purchased the house and she showed Ms. Coontz a deed transferring the property from Coontz to David Lespier. Ms. Coontz explained to the woman that she owned the house and had not sold it. The woman then called her brother and Ms. Coontz called the police. The police came and took Ms. Coontz's report.

Ms. Coontz further related that all of her personal possessions, including all the furniture in the kitchen, living room, and bedroom, two computers, three televisions, kitchen appliances including her microwave, coffee maker and toaster oven were stolen. In addition, the back door of her home, including the frame and brick wall around the door, were damaged. Ms. Coontz told Detective Budka that her home was broken into through the back door. She also told the Detective that she does not know and never met David Lespier or Ivan Delgado and the signature on the deed purporting to sell her home to David Lespier is a forgery. Indeed, her last name is even spelled incorrectly.

When Ms. Coontz reported that her home had been stolen, she was told that she had to hire an attorney to put the title to her home back in her name. At that point in time, she could not afford to do so. In addition, although real estate taxes were owed, Ms. Coontz did not want to pay them until she had the title back in her name. Because

the property taxes were not paid, her home went to sheriff sale and was sold to a new owner by a deed recorded at the Department of Records on October 15, 2007.

### **2309 E. Somerset Street**

On December 5, 2005, Michael Shorten contacted the Philadelphia District Attorney's Office to report the fraudulent transfer of his property located at 2309 E. Somerset Street in Philadelphia. Mr. Shorten explained that he bought the property in 1990 and has never sold or transferred it. Initially, the property was occupied, but became vacant in 2000 or 2001. When the property became vacant, Mr. Shorten and his brothers would periodically check on the property. In November 2005, Mr. Shorten received a phone call from a neighbor who lived near the property on Somerset Street. The neighbor asked Mr. Shorten whether he had sold the house because people were seen inside the property working on it. In response, Mr. Shorten told the neighbor that he had not sold the house and he contacted the police and his brother, William Shorten, to check on the property. A couple of weeks later, Mr. Shorten received another call from the neighbor informing him that people were inside the property again. Shorten related that once again he contacted the police and his brother to go to the property. When William Shorten arrived at 2309 E. Somerset Street, he found workers inside the property. The police told the workers to vacate the home and told the workers to contact the District Attorney's Office if they had a complaint. William Shorten then secured the property.

In March 2006, Mr. Shorten related that he received yet another call about people performing work in 2309 E. Somerset Street. Michael Shorten went to the property to see who was inside his house. A man named Jimmy Traveras was working inside the

property with other men and spoke with Mr. Shorten through Mr. Traveras' friend who translated for him and was unknown to Mr. Shorten. Mr. Traveras told Mr. Shorten that he bought 2309 E. Somerset Street and showed him paperwork that indicated that the property had been transferred by Mr. Shorten and his girlfriend, Catherine Shorten, to Jimmy Traveras for \$2,500.00. Mr. Shorten reviewed the paperwork and saw that the signatures on the deed were not his or his girlfriend's signatures and informed Mr. Traveras of this fact. Mr. Traveras agreed that Mr. Shorten did not sign the paperwork and explained that "another guy" had signed the deed. Mr. Traveras also explained that he bought the house from David Lespier and Ivan Delgado. Mr. Traveras told Mr. Shorten that he actually paid \$5,000.00 for the property, but that Lespier and Delgado indicated that he had paid only \$2,500.00 in order to save money on taxes.

Detective Budka interviewed Jimmy Traveras regarding 2309 E. Somerset Street. Mr. Traveras related that he learned that the property was for sale from Carlos Quiles, who he believed was a lawyer. Mr. Traveras further explained that he purchased the property from Quiles by paying him \$12,000.00 in cash at his office located near Front and Allegheny Streets. Mr. Traveras related that he also knew Ivan Delgado, a notary. Mr. Traveras identified Carlos Quiles, Ivan Delgado and David Lespier in photo arrays.

Detective Budka obtained a copy of a deed recorded at the Department of Records on November 3, 2005. The deed indicates that the property at 2309 E. Somerset Street was transferred by Michael A. Shorten and Catherine L. Shorten to Jimmy I Traveras on October 27, 2005, for \$2,500.00. The deed was notarized that same day by "Lenora Irene Jackson," Notary Public. The signature of David Lespier appears on the third page of the deed on behalf of the grantee. David Lespier's name also appears as the correspondent or

responsible party on the Philadelphia Real Estate Transfer Tax Certification recorded with the deed.

Michael Shorten explained that he did not know and had never met David Lespier, Ivan Delgado, and Carlos Quiles. In addition, he never transferred, nor gave anyone permission to transfer his property.

### **2442 E. Harold Street**

Detective Budka told us that he obtained a copy of a deed recorded at the Department of Records on June 6, 2006. The deed transfers title to 2442 E. Harold Street from Dennis Bonner to John Wayne Searles on March 8, 2006, for \$8,000. The deed was notarized that same day by notary public, Ivan H. Delgado.

Detective Budka testified that he attempted to locate Dennis Bonner and learned that Mr. Bonner died in March 1998. Detective Budka also contacted Mr. Bonner's daughter, Eileen Bonner, who confirmed the date of her father's death and explained that 2442 E. Harold Street was a garage, which she and her family members assumed her father sold before he died. They then found out that he in fact had not sold the property and that title to the property remained in her father's name until 2006 when it was fraudulently transferred to John Wayne Searles. Ms. Bonner told Detective Budka that the signature on the deed purporting to be her father's signature was a forgery and that she did not know and never met John Wayne Searles or Ivan Delgado.

### **1947 Mascher Street**

Detective Budka also investigated the transfer of a property located at 1947 Mascher Street, Philadelphia. He obtained a copy of a deed filed with the Department of Records on June 30, 2006, which purports to show that the property was transferred by Mary J. Buckalew and Perry R. Buckalew to Ayad El-Mubaslet on March 4, 2006, for \$7,500.00. The deed was notarized that same day by “Ivan H. Delgado,” Notary Public.

Detective Budka’s investigation revealed that Mary Buckalew died September 14, 1996 and that her husband, Perry Buckalew, died November 25, 2003. On March 4, 2006, Mr. and Mrs. Buckalew were deceased, and thus, could not have transferred the property. In addition, the couple could not have appeared before Notary Public Ivan H. Delgado on that date, and the signatures contained on the deed are not their signatures.

On November 15, 2006, Detective Budka interviewed Ayad El-Mubaslet. Mr. El-Mubaslet related that he bought 1947 Mascher Street in March 2006. He learned that the property was for sale when he walked by the house and saw a for sale sign in the window with a telephone number. Mr. El-Mubaslet called the number and arranged a time to see the property. At the agreed upon time, he met a man at the property, who identified himself only as Robert. Robert told Mr. El-Mubaslet that he was selling the property for his mom and dad, and he wanted \$10,000.00 for it. Mr. El-Mubaslet countered Robert’s asking price with an offer of \$7,500.00. Mr. Ayad El-Mubaslet met Robert on two subsequent occasions. On one occasion, Robert came to Mr. El-Mubaslet’s work place. Robert had Mr. El-Mubaslet sign paperwork and Mr. El-Mubaslet gave Robert \$7,500.00 in cash. Although Mr. El-Mubaslet wanted to pay Robert with a certified check, Robert would only accept cash. Mr. El-Mubaslet has never met Ivan Delgado. Robert told the

complainant that he would receive the deed paperwork in the mail, which did, in fact, happen.

**2966 N. Tulip Street**

Officer Wong testified that she obtained a copy of a deed recorded at the Department of Records on November 10, 2006<sup>8</sup>. The deed transfers title to 2966 N. Tulip Street from Anne M. Adancy to Jackeline Rivera for \$8,500 on June 17, 2006. The deed was purportedly notarized that same day by “Ivan H. Delgado.” The transfer tax certification recorded with the deed was purportedly signed by Jackeline Rivera on June 17, 2006.

Officer Wong told us that she also obtained a deed recorded at the Department of Records on November 21, 2006. The deed transfers title to 2966 N. Tulip Street from Jackeline Rivera to Luis A. Lopez and Sonia I. Lopez his wife on November 14, 2006, for \$11,000. The deed was notarized that same day by notary public, Carlos Quiles. The signature of Jackeline Rivera contained on this deed is markedly different from her purported signature on the transfer tax certification filed with the previous deed recorded on November 10, 2006.

Officer Wong testified that she attempted to locate the original owner, Anne Adancy, and learned that she died on May 20, 2002. Ms. Adancy was not alive in 2006 when 2966 N. Tulip Street was transferred to Jackeline Rivera. Therefore, she could not

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<sup>8</sup> Evidence concerning the title transfer of 2966 N. Tulip Street was recovered during the execution of a search warrant at 2710 N. Front Street on September 20, 2007. The execution of that search warrant is discussed in detail in Section B.

have appeared before notary public, Ivan H. Delgado and the signature contained on the deed is not her signature.

Officer Wong testified that she located and interviewed Luis Lopez. Mr. Lopez told Officer Wong that he bought 2966 N. Tulip Street from a man he knows as Herman, who he identified by photo array as Carlos Quiles. Mr. Lopez said that he learned the property was for sale when he passed Quiles' office located near Front and Lehigh Streets and saw a sign indicating that properties were for sale. Mr. Lopez entered Quiles' office and asked Quiles about the properties. Quiles told Luis Lopez that he would contact him when he had an available property. About one month later, Quiles called Mr. Lopez about 2966 N. Tulip Street. Mr. Lopez went back to Quiles' office and Quiles gave him a key to the property. Luis Lopez went to 2966 N. Tulip Street by himself and looked inside. Mr. Lopez told Officer Wong that the house was in poor condition, obviously neglected and filled with trash. He paid Quiles \$11,000 for the property, which he then gutted and renovated. Luis Lopez explained that he does not know and never met the grantor indicated on the deed, Jackeline Rivera, and dealt solely with Quiles.

### **331 W. Thompson Street**

Omar Martinez contacted the Philadelphia District Attorney's office to report the fraudulent transfer of his deceased mother, Juana Martinez's, home at 331 W. Thompson Street. Officer Wong testified that she spoke with Omar Martinez's wife, Luz Martinez, and she told Officer Wong that Juana Martinez died on September 1, 2006, that the signature on the deed was not Juana Martinez's signature, and none of the family members gave permission for the property to be transferred.

Officer Wong testified that she obtained a copy of a deed recorded at the Department of Records on November 9, 2006. The deed transfers title to 331 W. Thompson Street from Juana Martinez to Michael Gentile on August 18, 2006. The deed was notarized by notary public, Ivan H. Delgado on September 1, 2006.

Officer Wong investigated the title transfer history of 331 W. Thompson Street and learned that Michael Gentile sold the property to Wagner Commercial Properties, LLC by a deed recorded at the Department of Records on July 5, 2007.

### **146 W. Palmer Street**

Detective Budka testified that he obtained a copy of a deed recorded at the Department of Records on August 31, 2007.<sup>9</sup> The deed transfers title to 146 W. Palmer Street from Kenneth Walker and Josephine Walker to C. Hernandez on July 16, 2007, for \$5,000. The deed was notarized the same day by notary public, Leonard R. Brown. The transfer tax certification lists C. Hernandez as the correspondent or responsible party for the transaction and lists C. Hernandez's address as 2710 N. Front Street.

Detective Budka told us that he investigated the title transfer history of 146 W. Palmer Street and learned that the property was continuously owned by Kenneth and Josephine Walker as far back as 1976. He attempted to locate the Walkers and discovered that Kenneth Walker died on December 6, 1993, and that Josephine Walker died on May 6, 1990. Both Kenneth and Josephine Walker had been deceased for many years when 146 W. Palmer Street was transferred to C. Hernandez. Mr. and Mrs. Walker

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<sup>9</sup> Evidence concerning the title transfer of 146 W. Palmer Street was recovered during the execution of a search warrant at 2710 N. Front Street on September 20, 2007. The execution of that search warrant is discussed in detail in Section B.

could not have appeared before notary public Leonard Brown and their signatures contained in the deed were forged.

Detective Budka testified that he also investigated the identity of C. Hernandez and discovered that Carlos Quiles uses C. Hernandez as an alias. Indeed, Carlos Quiles even had a driver's license issued under the name Carlos Hernandez in 1996.

As the investigation continued Detective Budka and Officer Wong realized that there were more individuals involved in the conspiracy to steal and sell properties than those already suspected. Among those individuals discovered was a woman named Juanita Torres.

#### **SECTION 4B – Juanita Torres**

The Grand Jury heard that in August 2007, Ismael and Ingrid Ahmad came to the Philadelphia District Attorney's Office to report that their property at 2316 N. 10<sup>TH</sup> Street had been fraudulently conveyed by a deed notarized by Carlos Quiles. In September 2007, a search warrant was executed on the 2710 N. Front Street office location to recover evidence related to the fraudulent conveyance of 2316 N. 10<sup>TH</sup> Street and other properties in Philadelphia. Officer Wong testified that two women were present at 2710 N. Front Street when the police arrived to serve and execute the warrant. Officer Wong spoke to the two women, Juanita Torres and her daughter Jennifer Hanken-Lafty, and was told by Carlos Quiles that they were at the office to do business with Kenneth Lyons. As a result of her interaction with Torres and investigation of the title transfer of 2316 N.

10<sup>TH</sup> Street, Officer Wong began investigating Juanita Torres' involvement with the larger conspiracy.

**2316 N. 10<sup>TH</sup> Street**

Officer Wong told us that she obtained a copy of a deed recorded at the Department of Records on July 20, 2007 (a copy of this deed is attached as Exhibit C). The deed transfers title to 2316 N. 10<sup>TH</sup> Street from Ingrid O. Ahmed to Juanita Torres on July 17, 2007, for \$5,000. The deed was notarized that same day by notary public, Carlos Quiles, whose signature appears on page two and three of the document. The transfer tax certification recorded with the deed lists Juanita Torres as the correspondent or responsible party for the transfer and lists her address as 2710 N. Front Street.

Officer Wong further testified that she investigated the title transfer history of the property and learned that Torres subsequently transferred the property to Emilio Colan by a deed recorded at the Department of Records on September 7, 2007. The deed transfers title to 2316 N. 10<sup>TH</sup> Street from Juanita Torres to Emilio Colan on July 20, 2007, for \$9,000. The deed was notarized that same day by notary public Irene E. Flores.

Officer Wong told us that she interviewed Ingrid Ahmed and learned that Ms. Ahmed purchased 2316 N. 10<sup>TH</sup> Street in October 2004, from the Forfeiture Unit of the District Attorney's Office. When she bought the property, it was boarded up and vacant. Ms. Ahmed discovered that title to the property had been transferred when her husband was using the internet to see how much property tax was owed for the property and saw that title to the property was no longer in her name. She and her husband then went to the Department of Records at City Hall and obtained a copy of the most recently recorded

deed. She further related that she had received a letter in the mail indicating that title to 2316 N. 10<sup>TH</sup> Street had been transferred. Finally, Ms. Ahmed explained that she did not sell or give anyone permission to sell 2316 N. 10<sup>TH</sup> Street. She does not know Carlos Quiles and never appeared before him. Ms. Ahmed also told Officer Wong that she does not know Juanita Torres or Emilio Colon and the signature on the deed is not her signature.

Officer Wong also told us that she interviewed Emilio Colan. We heard that Mr. Colan told her that he bought the property on 10<sup>TH</sup> Street from Juanita Torres. He identified Torres by photo array and explained that he met Torres through notary public Irene Flores. Mr. Colan told Officer Wong that he trusted Irene Flores, at least in part, because they are both from the same town in Peru. Flores introduced Mr. Colan to Torres who told him that she was selling the property because it was going to be too much work to renovate. Emilio Colan paid Torres \$9,000 for the property in two checks, which he provided copies of to Officer Wong. He also paid Flores \$100, even though she didn't ask for any money, because she went with him to City Hall and showed him how to record the deed. Mr. Colan further explained that he paid back taxes, as well as water bills for 2316 N. 10<sup>TH</sup> Street, spent \$516.50 to record the deed, and spent \$15,000 to begin renovating the property. The \$15,000 does not even include his own labor and that of his friends' who have helped him repair 2316 N. 10<sup>TH</sup> Street.

Juanita Torres testified before the members of the Grand Jury and was asked to list the properties she owned and those she had owned and sold. Initially, Torres did not acknowledge ever owning 2316 N. 10<sup>TH</sup> Street. When questioned specifically about the property, she explained that she bought 2316 N. 10<sup>TH</sup> Street from Carlos Quiles. She told

us that she met Quiles through Ivan Delgado, who she had known for many years. She explained that she began buying and selling real estate in the early 1990s and that she knew Delgado because he was a mortgage broker and also in the real estate business. She further testified that Delgado referred her to Quiles when she had problems with a property she attempted to acquire. Specifically, she claimed that although she paid the owner for the property, title to the property was never transferred into her name. Torres told us that she sought Quiles' advice at his office at 2710 N. Front Street because he was "like a lawyer" or worked with attorneys and she believed he would be able to help her. She further admitted that Quiles was unable to aid her in any way and yet she continued utilizing his notarial services and purchasing and selling properties from and through him and his associates, even after she observed law enforcement execute a search warrant at 2710 N. Front Street in her presence. Although Torres testified that she met Quiles prior to 2005 and acknowledged utilizing his services for many property transactions, she claimed that she did not learn that 2316 N. 10<sup>TH</sup> Street was for sale directly from Quiles. Instead, she testified that she discovered the property was for sale when she saw a small sign in the property's window. Torres told us that she called the telephone number listed on the sign and coincidentally contacted Quiles. Torres further testified that Quiles drafted the deed paperwork for 2316 N. 10<sup>TH</sup> Street at the 2710 N. Front Street office. She claimed that she saw the legitimate owner, Ingrid Ahmed, when she arrived at 2710 N. Front Street to pay for the property. Specifically, Torres testified that Ms. Ahmed exited the office when Torres arrived at the office to complete the transaction. Torres told us that she paid \$7,500 for 2316 N. 10<sup>TH</sup> Street, even though the deed indicated that she only paid \$5,000.

Torres also admitted to selling 2316 N. 10<sup>TH</sup> Street to Emilio Colan. She testified that she sold the house for \$9,500, but later when confronted with the deed that indicated she received only \$9,000 for the sale, she changed her testimony and told us that she received \$9,000 for the property.

**4401 N. 9<sup>TH</sup> Street**

Officer Wong testified that she investigated the title transfer history of 4401 N. 9<sup>TH</sup> Street. She obtained a copy of a deed recorded at the Department of Records on October 12, 2005. The deed transfers title to 4401 N. 9<sup>TH</sup> Street from New Zion Ministries to Carlos Salgado on September 7, 2005, for \$2,500. The deed was notarized that same day by notary public Rossi Sealy. Appearing on that same page is the address 3408 Hurley Street listed as the grantee's residence. The purported signature of Carlos Salgado appears at the bottom of the transfer tax certification.

Officer Wong told us that she also obtained a deed recorded at the Department of Records on August 15, 2006. The deed transfers title to 4401 N. 9<sup>TH</sup> Street from Carlos Salgado to Juanita Torres on September 7, 2006, for \$2,500. Thus, the date the deed was recorded precedes the date of the transfer by about three weeks. The document was notarized by Carlos Quiles on August 5, 2006. Juanita Torres' signature appears on the transfer tax certification as the correspondent or responsible party for the transfer.

Finally, Officer Wong obtained a third deed recorded at the Department of Records on March 28, 2008. The deed transfers title to 4401 N. 9<sup>TH</sup> Street from Juanita Torres to Ramona Brito on March 24, 2008, for \$2,500.

Juanita Torres testified that she bought 4401 N. 9<sup>TH</sup> Street from Carlos Salgado, who was her colleague at Bell Telephone from 1995-1998. She described Mr. Salgado as a 40 – 50 year old Hispanic male. She claimed that Mr. Salgado purchased the property from his church, but did not know any further details about that transaction, including how long Mr. Salgado had owned the property and the church's name. Torres acknowledged having a son named Julio Meneses, but claimed that he did not even know she owned 4401 N. 9<sup>TH</sup> Street. Furthermore, Torres testified that 4401 N. 9<sup>TH</sup> Street was fraudulently conveyed to Ramona Brito. Torres told us that she never sold the property, nor gave anyone permission to sell the property, but could not adequately explain why she never reported the fact that the property was stolen to any law enforcement authorities.

Officer Wong also contacted the co-founder of New Zion Ministries, Reverend Jeremiah. The Reverend told Officer Wong that the church never owned a property located at 4401 N. 9<sup>TH</sup> Street. Reverend Jeremiah knew nothing about the transfer of that property and never authorized the sale or signed the deed transferring 4401 N. 9<sup>TH</sup> Street to Carlos Salgado. Moreover, Carlos Salgado was not a member of New Zion Ministries' congregation.

Officer Wong testified that she interviewed Carlos Salgado and he told her that he never bought or owned the property located at 4401 N. 9<sup>TH</sup> Street, but he was familiar with it. Mr. Salgado said that he was shown 4401 N. 9<sup>TH</sup> Street and asked whether he was interested in buying the property by a man he knows only by the name "Jose." Carlos Salgado told Officer Wong that he met Jose through his long time friend Juan Fernandez. Jose told Mr. Salgado that he had access to many properties and that he acted

as a middleman in the sale of the buildings— connecting owners with buyers. Jose claimed that he made only \$5,000 per property. When Jose showed him the house, Mr. Salgado decided that it needed too much work and he was not interested in purchasing it. In response, Jose asked him whether Salgado would be interested in trading Salgado’s car for the property. This proposition made Salgado suspicious of Jose, and he decided to not look at any of the other properties Jose was selling. Although Salgado chose not to do business with Jose, he introduced Jose to his brother-in-law. Jose also showed 4401 N. 9<sup>TH</sup> Street to Mr. Salgado’s brother-in-law who also decided the property needed too much work. Officer Wong showed Mr. Salgado the deed transferring 4401 N. 9<sup>TH</sup> Street into his name and the deed transferring the property to Juanita Torres. Mr. Salgado told her that both signatures purporting to be his signature were forgeries.

Officer Wong also interviewed Juan Fernandez. Mr. Fernandez told her that he was good friends with Carlos Salgado. Mr. Fernandez further explained that he was familiar with 4401 N. 9<sup>TH</sup> Street because he used to live around the corner from it. Moreover, he was approached by a man he knows as “J” who asked if he was interested in buying the property for around \$15,000. Juan Fernandez identified “J” by photo array as Julio Meneses, Juanita Torres’s son. He identified Torres as well by photo array as J’s mother. Mr. Fernandez could not afford the cost of the property, but told Salgado about it and introduced Salgado to J.

Officer Wong told us that she attempted to verify Juanita Torres’ employment at Bell Telephone from 1995 until 1998, and there was no documented employment history for Torres with that company. In addition, Officer Wong investigated the title history of 3408 Hurley Street, the property listed as the grantee’s residence on the third page of the

deed transferring title to 4401 N. 9<sup>TH</sup> Street from New Zion Ministries to Carlos Salgado. Officer Wong learned that Juanita Torres has been the titled owner of 3408 Hurley Street since 2002, which directly contradicts Torres' testimony that she was not involved with the transfer of 4401 N. 9<sup>TH</sup> Street in 2005.

### **2070 E. Stella Street**

Officer Wong obtained a copy of a deed recorded at the Department of Records on May 16, 2008. The deed transfers title to 2070 E. Stella Street from Daniel Gonzalez and Benita Castro to Juanita Torres on April 30, 2008, for \$4,000. Juanita Torres' daughter's signature appears on the third page of the deed verifying that Torres' address is 1644 E. Hunting Park Avenue and at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer. Ivan Delgado's signature appears on page four of the deed and is crossed out.

Officer Wong testified that she investigated the whereabouts of Daniel Gonzalez and Benita Castro and interviewed Mr. Gonzalez by phone. Mr. Gonzalez told Officer Wong that he and his wife, Benita Castro, purchased 2070 E. Stella Street from their relatives Miguel and Carmen Robles in 2006. In the beginning of 2008, Mr. Gonzalez and Ms. Castro decided to sell their home at 2070 E. Stella Street and relocate out of state. Ivan Delgado told them that Carlos Quiles knew a potential buyer for the property named, Juanita Torres. In February 2008, Juanita Torres came to 2070 E. Stella Street, introduced herself, looked around the house and indicated that she was interested in buying it for \$16,000. She agreed to meet Mr. Gonzalez at Quiles' office at 2710 N. Front Street on May 1, 2008, to complete an agreement of sale and pay a deposit. Mr.

Gonzalez went to 2710 N. Front Street with his son-in-law Miguel Robles Jr. Carlos Quiles was present, but Ms. Torres did not appear. Instead Ms. Torres sent her daughter, Jennifer Hanken-Lafty, who gave Mr. Gonzalez \$1,900 as a down payment for the property and signed the agreement of sale on her mother's behalf. Although the deed paperwork had already been completed by Ivan Delgado, Mr. Gonzalez did not have it notarized. Mr. Gonzalez said he would have the deed for 2070 E. Stella Street notarized once Torres paid him the remainder of the \$16,000 she owed him for the house. Torres agreed to pay the balance by May 7, 2008.

When it appeared that the sale would definitely occur, Mr. Gonzalez and Benita Castro completed a notarized affidavit to be filed with the deed and sent it to Torres. Mr. Gonzalez was still waiting for Juanita Torres to pay him the remaining \$14,100 she owed him, when he was contacted by the Philadelphia District Attorney's Office inquiring about the title transfer of 2070 E. Stella Street to Juanita Torres. In response, Mr. Gonzalez and Miguel Robles Jr. confronted Torres who initially denied transferring title to the property into her name. Later, Torres contacted Gonzalez by phone, admitted that she had already filed a deed transferring 2070 E. Stella Street to herself and explained that she had erred because she did not have the money to pay him the \$14,100 she owed him. Because of her conduct, Ms. Torres told Mr. Gonzalez that he did not have to return the \$1,900 deposit had given him. Daniel Gonzalez told Torres that he had another buyer named Adrian Rodriguez, who was interested in purchasing the property and directed Torres to transfer title to 2070 E. Stella Street to Adrian Rodriguez.

After initially telling Mr. Gonzalez that he did not have to refund her deposit money, Torres refused to file a subsequent deed transferring title to 2070 E. Stella Street

to Mr. Rodriguez until she received \$2,000. Concerned that Torres would not transfer the title to 2070 E. Stella Street to Mr. Rodriguez, Mr. Gonzalez arranged for Mr. Rodriguez to pay Torres \$300 per month until Torres was paid \$2,000 for filing the subsequent deed. Officer Wong testified that she contacted Adrian Rodriguez and told him to stop paying Torres. Torres then threatened Mr. Rodriguez that she would have title to 2070 E. Stella Street transferred to someone else if he did not pay her.

During her testimony before the Grand Jury, Torres was questioned about the circumstances surrounding the transfer of title of 2070 E. Stella Street to her and to Adrian Rodriguez. First, Torres testified that she was given permission by Mr. Gonzalez and Benita Castro to transfer the property into her name so that she could sell the property for them. Upon further questioning, Torres acknowledged that she had paid a \$2,000 deposit to Mr. Gonzalez and Ms. Castro for the property, but insisted that the money was not a deposit for the sale of 2070 E. Stella Street. Torres, however, was unable to provide a justifiable reason for why she would have paid money to Mr. Gonzalez and Ms. Castro, if in fact her testimony that she was performing a service for them by selling their house were true. Officer Wong told us that she spoke with Mr. Rodriguez after Torres testified. Mr. Rodriguez told Officer Wong that Torres had again come to 2070 E. Stella Street demanding that he pay her the money that she claimed was owed to her. When Mr. Rodriguez refused to pay and told Torres to contact the District Attorney's Office, Torres told him that she already contacted the District Attorney's Office and that she testified and that the prosecutor told her that Mr. Rodriguez had to pay her. No representative of the District Attorney's Office ever told Torres that Adrian Rodriguez had to pay her.

### **3882 Glendale Street**

Officer Wong testified that she obtained a copy of a deed recorded at the Department of Records on September 12, 2007. The deed transfers title to 3882 Glendale Street from Thomas Lynch to Juanita Torres on April 1, 2006, for \$5,000. The deed was notarized that same day by notary public, Carlos Quiles. The signature of Torres' daughter, Jennifer Hanken-Lafty, appears on the third page of the deed verifying that the grantee's address is 1644 E. Hunting Park Avenue and at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer.

Officer Wong told us that she investigated the title transfer and mortgage history of 3882 Glendale Street and obtained a copy of a previously filed mortgage document, recorded June 2, 1987, and signed by the legitimate owner of 3882 Glendale Street, Thomas Lynch. Officer Wong told us that she also obtained a copy of Thomas Lynch's driver's license and noted that the signature of Mr. Lynch on the driver's license and the previously filed mortgage are markedly different than his purported signature on the deed for 3882 Glendale Street that was notarized by Quiles. Officer Wong attempted to locate Mr. Lynch, but was unable to do so.

### **928 W. Susquehanna Avenue**

Detective Budka testified that documents pertaining to the transfer of 928 W. Susquehanna Avenue were recovered during the search warrant executed at 2710 N. Front Street on September 20, 2007. He investigated the title transfer history of 928 W. Susquehanna Avenue and obtained a copy of a deed recorded at the Department of

Records on June 27, 2001. The deed transfers title to 928 W. Susquehanna Avenue from Jeanette Johnson to Kenneth Lyons on April 23, 2001, for \$1.00. The deed was notarized that same day by notary public, "Carlos M. Quiles." In addition to Quiles' stamp, the notarial stamp of Sonia Castro also appears on the deed. Kenneth Lyons signature appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer and is dated June 27, 2001.

Officer Wong told us that she obtained a copy of a deed recorded at the Department of Records on February 27, 2008. The deed transfers title to 928 W. Susquehanna Avenue from Kenneth Lyons to Juanita Torres on September 20, 2007, for \$6,000. The deed was notarized that same day by notary public, Patricia LaPena. Juanita Torres' signature appears on the third page of the deed verifying that her address is 1644 E. Hunting Park Avenue and at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer. The transfer tax certification lists Torres as the correspondent and is dated February 26, 2008.

Detective Budka told us that he attempted to locate Jeanette Johnson and learned that she died November 15, 1998. Thus, Ms. Johnson was not alive and could not have appeared before notary public, Carlos Quiles in 2001, or signed the deed. The signature purporting to be her signature on the deed is a forgery.

Detective Budka testified that he went to 928 W. Susquehanna Avenue to determine whether anyone was living in the property. Although no one answered the door and the building appeared vacant, the Detective found mail addressed to both Jeanette Johnson and Willie Crosby. Detective Budka investigated the whereabouts of Mr. Crosby and located his estranged wife, Christine Crosby. He contacted Ms. Crosby,

who told him that she was no longer with her husband. Ms. Crosby further explained that her husband no longer lived in Philadelphia and had moved to North Carolina. She told Detective Budka that William Crosby lived at 928 W. Susquehanna Avenue before moving to North Carolina, but he did not own the property. The property was owned by his bishop, Kenneth Lyons.

One week before 928 W. Susquehanna Avenue was transferred from Kenneth Lyons to Juanita Torres, another property, 4312 Waln Street, was also transferred to Juanita Torres.

#### **4312 Waln Street**

Officer Wong told us that information concerning the transfer of 4312 Waln Street was recovered during the search warrant executed at 2710 N. Front Street in September 2007. She investigated the title transfer history of 4312 Waln Street and obtained a copy of a deed recorded at the Department of Records on August 31, 2007. The deed transfers title to 4312 Waln Street from Orville Beers to William Crosby on July 14, 2007, for \$7,000. The deed was notarized that same day by notary public, Leonard R. Brown. The third page of the deed alleges that William Crosby's address is 2710 N. Front Street. The transfer tax certification recorded with the deed lists William Crosby as the correspondent or responsible party for the transfer and lists his address as 2710 N. Front Street. The transfer tax certification further lists Orville Beers' address as the property location, 4312 Waln Street. At the bottom of the transfer tax certification the signature of "Willie Crosby" appears and is dated August 18, 2007.

Officer Wong told us that she also obtained a deed recorded at the Department of Records on February 20, 2008. The deed transfers title to 4312 Waln Street from William Crosby to Jacob Lafty on September 11, 2007, for \$3,500. The deed was notarized that same day by notary public, Carlos Quiles and was purportedly signed by William Crosby. William Crosby's signature, which appears on the second page of the deed, however, is markedly different than William Crosby's purported signature on the transfer tax certification of the previously filed deed that was recorded on July 14, 2007. Carlos Quiles' signature also appears on the fourth page of the deed certifying that the address of the grantee, Jacob Lafty, is 1644 E. Hunting Park Avenue. The transfer tax certification lists Jacob Lafty as the correspondent or responsible party for the transfer and directs that all correspondence should be sent to him at 1644 E. Hunting Park Ave. Juanita Torres signed the bottom of the transfer tax certification as the correspondent or responsible party. Her signature is dated February 26, 2008.

Officer Wong told us that she attempted to locate Orville Beers and learned that he died on July 12, 1998. Thus, Mr. Beers had been dead for nine years at the time his property was transferred to William Crosby. Because Orville Beers was not alive in 2007 to sell his property, he could not have appeared before notary public, Leonard Brown in July of that year and the signature on the deed purporting to be his signature is a forgery.

Juanita Torres testified before the Grand Jury and claimed that she bought 4312 Waln Street and 4314 Waln Street for her 6 year old and nine year old grandsons with money she saved in a 401k retirement account. When asked why she had denied knowing anything about the transfer of either property to her grandsons during a previous conversation, Torres claimed that she was confused. Specifically, in reference to the

street name, she testified that she doesn't "know how it's written and sometimes when asking me I have to ask for pronunciation." Torres told us that Kenneth Lyons was responsible for telling her that both properties on Waln Street were for sale and that Lyons told her to go to Quiles' office at 2710 N. Front Street to meet the owners. Torres further claimed that she met both the purported owner of 4312 Waln Street, William Crosby, and the purported owner of 4314 Waln Street, Carlos Hernandez<sup>10</sup>, who were present at 2710 N. Front Street to sign the deed paperwork at the same time.

We found that not only was Torres unable to adequately explain why she continued to do business with Quiles and his cohorts after watching the execution of a search warrant at his office, but also that her testimony was riddled with inconsistencies and altogether lacked veracity. In short, we found her contention that she was an unknowing victim to be incredible and believe that she was an active participant in the criminal conduct of the enterprise.

#### **SECTION 4C – Fraudulent Entry Authorization**

In July 2006, a large group of complainants arrived unannounced in the District Attorney's Office lobby with complaints of "fraudulent real estate transfers." These complainants also had made reports to the Major Crimes Economic Crime Unit of the Philadelphia Police Department. Many of these complainants could only speak Spanish. As such, Police Officer Patricia Wong of the Economic and Cyber Crime Unit of the Philadelphia District Attorney's Office opened an investigation of the fraudulent transfer

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<sup>10</sup> A detailed discussion of the transfer of 4314 Waln Street is not included within the presentment because Officer Wong has been unable to confirm whether that property was fraudulently conveyed by the criminal enterprise.

of properties by an individual identified by these victims as Troy Baylor, who the victims explained claimed to have access to various properties in the City because of his employment by the City of Philadelphia. Officer Wong's investigation subsequently revealed that Troy Baylor was not a City employee, but was involved with suspects under investigation by Detective Budka. Baylor, however, did not only steal houses and money from unsuspecting victims by forging deeds, he and his associates were engaged in forging City of Philadelphia Entry Authorization documents as well, expanding their reach into the neighborhood they were defrauding.

The Grand Jury learned of eight properties which were fraudulently conveyed to victims using forged Entry Authorization paperwork purporting to have been issued by the Philadelphia Redevelopment Authority.<sup>11</sup>

### **3143 Rorer Street**

Officer Wong met Rafael Herrera who related that he learned about Troy Baylor selling homes from his cousin and his friend, Epifanio Gil. Mr. Herrera went with Gil and his cousin to look at homes and was interested in a property located at 3143 Rorer Street. Through his cousin and Gil, Mr. Herrera negotiated with Baylor to buy the property for \$6,500.00 cash. Mr. Herrera gave Gil three payments totaling \$6,500.00, which Gil then gave to Teresa Santos, who gave the money to Baylor. Both Gil and Santos confirm that they acted on Herrera's behalf with Baylor. About ten days after Mr. Herrera paid the full amount, Baylor left Entry Authorization paperwork for the property for him with Teresa Santos. Herrera picked up the paperwork from Ms. Santos' house.

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<sup>11</sup> The Philadelphia Redevelopment Authority is a state-chartered agency with the power of eminent domain responsible for financing development and running certain social programs in Philadelphia.

The paperwork authorized him to enter the property beginning June 10, 2005. Mr. Herrera began renovating the property and replaced the roof, windows, drywall and did other work inside. He stopped renovating the property when Teresa Santos and Epifanio Gil told him that he might not truly own the property.

Officer Wong also investigated the title transfer history of the property located at 3143 Rorer Street in Philadelphia. She obtained a copy of a deed recorded at the Department of Records on June 27, 1985. The deed indicates that title to the property at 3143 Rorer Street was transferred from Robert H. Booth to James J. Power on June 24, 1985, for \$13,000.00. The deed was notarized the same day by notary public, "Robert M. Patterson." No subsequent deed was recorded after this deed filed on June 27, 1985. Clearly, Troy Baylor did not own the property at 3143 Rorer St in 2005 because the title to the property was still in James Power's name, and thus, Baylor did not have the authority to transfer title or possession of the property to Mr. Herrera.

#### **4248 Penn Street**

Officer Wong investigated the purported transfer of a property located at 4248 Penn Street in Philadelphia. In summary, Officer Wong testified that she interviewed Felix Tejada on August 16, 2006. Mr. Tejada related that, in June 2005, he bought the house at 4248 Penn Street from Troy Baylor, who he identified by photograph on November 18, 2006. He explained that he met Baylor through his friend Alberto Cruz, and that Baylor told him to drive around and look at houses that were boarded up and had an orange sticker that stated, "City of Philadelphia, No Trespassing." Baylor further instructed Mr. Tejada that if he wanted one of those homes, he should let Baylor know

and he would find out whether it was available. Mr. Tejada told Baylor that he was interested in 4248 Penn Street and paid Baylor \$3,000.00 in cash for the property. Baylor did not give Mr. Tejada a receipt, but about three weeks later brought him Entry Authorization paperwork purporting to be from the Redevelopment Authority of the City of Philadelphia authorizing him to enter and inhabit the property as of June 30, 2005. Baylor did not give Mr. Tejada a deed, but told him that the paperwork allowed him to legally enter and fix up the property. Baylor further explained that he was working on the deed paperwork and would bring Mr. Tejada a copy of the deed when he was done. Baylor, however, never provided a copy of the deed to Mr. Tejada, and Mr. Tejada never moved into the house.

Officer Wong obtained a copy of the deed filed at the Department of Records on April 27, 2006. The deed shows that the property located at 4248 Penn Street in Philadelphia was transferred by Richard Williams to Drew DeMarco on April 18, 2006, for \$19,000.00. The deed was notarized that same day by “Jami L. Marino,” Notary Public.

Officer Wong also related that she interviewed Drew DeMarco on August 22, 2006. Mr. DeMarco explained that he purchased the property at 4248 Penn Street in Philadelphia on April 18, 2006. As of August 22, 2006, Mr. DeMarco had not given permission to anyone to sell rent or lease the property. Moreover, he had not given permission to anyone to sign on his behalf or on behalf of the previous owner Richard Williams.

Officer Wong also spoke with Richard Williams who related that he sold the property located at 4248 Penn Street in Philadelphia to Drew DeMarco in April 2006. He

further related that he does not know and has never met Troy Baylor. Moreover prior to selling the property, he never gave anyone permission to sell the property, or to sign and/or act on his behalf.

### **4773 Loring Street**

Officer Wong testified that she investigated the purported transfer of a property located at 4773 Loring Street and reviewed an interview of Guillermo Adames conducted by Detective Garcia of the Philadelphia Police Department's Major Crimes Unit on June 17, 2006. During the interview, Guillermo Adames explained that, in August 2005, he met Troy Baylor, who he identified by photograph on July 7, 2006, through his friend Alberto Cruz. He further related that Baylor came to his home and told him that he could sell him an abandoned house owned by the City of Philadelphia because he worked for the City. Baylor directed Adames to scout abandoned houses and to tell Baylor if he found one that he liked. Mr. Adames and his wife found a house at 4773 Loring Street that they were interested in and notified Baylor. Baylor told Mr. Adames that the house cost \$6,000.00 to buy. Because Mr. Adames was unable to pay the \$6,000.00 in a lump sum, he made six payments of \$1,000.00 cash to Baylor, who would come to Mr. Adames' home to collect the money. Once Mr. Adames paid the entire sum, Baylor gave him Entry Authorization paperwork for the house and told Mr. Adames that he could move in to the property and begin fixing it up. Baylor also told Mr. Adames and his wife that a deed for the property would come in the mail. When the deed did not arrive, Mr. Adames called Baylor repeatedly using the cell phone number Baylor provided, but Baylor never called back. In December 2005, Mr. Adames saw Baylor driving a gray

Jeep Cherokee. Mr. Adames beeped his horn and tried to catch up with Baylor, but he got away.

Officer Wong testified that she obtained a copy of a deed filed at the Department of Records on September 3, 1982. The deed reflects that title to the property at 4773 Loring Street in Philadelphia was transferred by John Frank Mangen and Helen Mangen, his wife to Herbert S. Moyer, III and Mary Jane Moyer, his wife on August 30, 1982, for \$27,000.00. There are no subsequent recorded deeds. Thus, Troy Baylor did not own the property at 4773 Loring Street in August 2005 and did not have permission to transfer it to Mr. Adames.

### **1708 Church Street**

Officer Wong related that she reviewed a typed statement of Luis Negron taken by Detective Garcia on July 6, 2006. Mr. Negron related that he bought a vacant lot at 1708 Church Street in Philadelphia from Troy Baylor, who he identified by photograph during the interview. He explained that he met Baylor through his friend, Teresa Santos, in August 2005. When Mr. Negron told Baylor that he was interested in the lot, Baylor explained that the lot was owned by the City of Philadelphia and Baylor claimed that he could get the lot for him for an inexpensive price because he worked for the City. Mr. Negron believed his representation that he worked for the City because he saw Baylor driving a black Jeep with a city emblem on its side. Baylor informed Negron that the lot would cost him \$400.00. When Negron offered to pay by check or money order, Baylor refused such payment and wanted only cash. Once Negron had made four payments of \$100.00 each, Baylor gave him Entry Authorization paperwork authorizing Mr. Negron

to enter the property as of August 2005. Negron cleaned out the property and put up a fence before he learned from Teresa Santos that the City did not own the property and that he had been defrauded.

Officer Wong further related that she investigated the title history of the property at 1708 Church Street in Philadelphia and that the last recorded title transfer of the property was in 1984. Officer Wong obtained a copy of a deed recorded at the Department of Records on October 2, 1984. The deed shows that title to the property on Church Street was transferred by Harry B. Freedman and Roberta F. Freedman, his wife to Elenio Ortiz on August 31, 1984, for \$500.00. There are no subsequent transfers of title, and thus, neither Baylor, nor the Redevelopment Authority owned the property on Church Street in 2005, and neither had authorization to transfer the property.

#### **4809 Darrah Street**

Officer Wong also reviewed the written statement of Thomas Vasquez taken by Detective Garcia on July 7, 2006. In summary, Mr. Vasquez related that he and his wife met Troy Baylor, who he positively identified in a photo array during the interview, through their friends, Teresa Santos and Epifanio Gil. In December 2005, Mr. Vasquez spoke with Baylor and told him that he was interested in buying a home. Baylor provided Mr. Vasquez with a list of properties for consideration. Mr. Vasquez and his wife chose the house at 4809 Darrah Street in Philadelphia. Initially, Baylor said that the house would cost \$8,000.00, but then lowered the price to \$5,500.00. Mr. Vasquez paid Baylor in cash, and Baylor provided him with Entry Authorization paperwork in Mr. Vasquez's wife's name. The paperwork purported to authorize her to enter the property

as of January 2006. Baylor also explained that title to the property would transfer to their names within three days, but that never happened.

Officer Wong testified that she investigated the recorded title history of the property at 4809 Darrah Street in Philadelphia. She explained that she obtained a copy of a deed recorded at the Department of Records on May 23, 2000. This deed indicates that title to the property located at 4809 Darrah Street was transferred by Martha Webster, Administratrix of the Estate of Richard Zindell to Jemel McCants on May 17, 2000, for \$5,000.00. The recorded history also shows that Jemel McCants remained the titled owner of the property up until December 2006, when he then transferred the property to Juan Ortiz. Thus, neither Troy Baylor nor the Redevelopment Authority owned the property on Darrah Street in January 2006 when Baylor purported to transfer it to Thomas Vasquez and his wife.

#### **4362 Paul Street**

Officer Wong reviewed the written statement of Braulio Rondon taken by Detective Garcia and personally interviewed him as well in connection with her investigation of 4362 Paul Street in Philadelphia. Mr. Rondon explained that he learned of Troy Baylor from his friends, Epifanio Gil and Teresa Santos. Mr. Rondon further explained that he heard that Baylor worked for the City of Philadelphia and because of his position was able to obtain and sell abandoned properties in Philadelphia. In order to find an abandoned home that he was interested in buying, Mr. Rondon used a list of properties that Baylor gave to Epifanio Gil. Mr. Rondon then told Mr. Gil that he was interested in purchasing the property located at 4362 Paul Street, and Epifanio Gil and

Teresa Santos negotiated the cost of the purchase with Baylor. Mr. Gil and Ms. Santos confirmed to Officer Wong that they acted on Mr. Rondon's behalf in negotiating the purchase of 4362 Paul Street with Baylor. The cost was set at \$9,000.00, which Mr. Rondon gave to Epifanio Gil to give to Baylor. Because Baylor would not accept a check, Mr. Gil paid him in cash. Baylor said that he would provide Mr. Rondon with Entry Authorization paperwork and a deed and this information was conveyed to Mr. Rondon by Mr. Gil and Ms. Santos. The next day, Baylor gave entry paperwork for the property on Paul Street to Epifanio Gil, and Epifanio Gil gave the paperwork to Mr. Rondon. The Entry Authorization paperwork purported to authorize Mr. Rondon to enter the property on Paul Street beginning February 2006. Baylor did not supply a deed.

Officer Wong also testified that she investigated the title transfer history of the property located at 4362 Paul Street. She obtained a deed filed at the Department of Records on June 16, 1983. The deed shows that title to the property at 4362 Paul Street was transferred by Dennis A. Rooney and Sharon G. Rooney, his wife to Philip W. Haas and Maria M. Haas his wife on June 8, 1983, for \$14,000.00. The recorded title history further reflects that Mr. and Mrs. Haas owned the property continuously until the property was transferred in September 2006 to HF Financial Holdings LLC. Thus, Troy Baylor did not own the property on Paul Street in February 2006, when he purported to transfer it to Mr. Rondon.

**4708 Darrah Street / 1640 Allengrove Street**

Officer Wong reviewed an interview of the complainant, Jose Hernandez, conducted by Detective Garcia on July 7, 2007. On August 28, 2006, Officer Wong personally interviewed Mr. Hernandez regarding his purported purchase of two properties located at 4708 Darrah Street and 1640 Allengrove Street. In summary, Mr. Hernandez related that he met Troy Baylor through his two friends, Epifanio Gil and Thomas (last name unknown). He further explained that he was interested in buying property and that his friends provided him with Baylor's list of properties to look at. Mr. Hernandez picked two properties from the list: 4708 Darrah Street and 1640 Allengrove Street in Philadelphia. 4708 Darrah Street was priced at \$5,000.00 and 1640 Allengrove Street was priced at \$6,000.00. Mr. Hernandez entered into an agreement of sale for both properties with Troy Baylor through Teresa Santos on March 10, 2006. Mr. Hernandez then gave \$8,000.00 in cash to his friend Thomas. Thomas gave the money to Teresa Santos, who in turn gave it to Baylor. Officer Wong related that she confirmed this chain of events with Ms. Santos. In about three days, Mr. Hernandez received Entry Authorization paperwork for the properties, but no deeds. Mr. Hernandez bought the house at 4708 Darrah Street for his friend, Sobeida Rodriguez, so the Entry Authorization paperwork for the property was in her name and purported to authorize her to enter the property as of March 2006. The Entry Authorization paperwork for 1640 Allengrove Street was in Mr. Hernandez's name and purported to authorize him to enter the property as of March 2006. About one month later, Mr. Hernandez still had not received a deed for either house, so he contacted his friend Thomas, and Thomas contacted Baylor. Baylor told Thomas that Mr. Hernandez would not receive any deed until he paid the full

balance he owed for both homes. Mr. Hernandez gave Thomas an additional \$3,000.00, which Thomas gave to Baylor. Officer Wong confirmed this transaction with Thomas. Baylor did not provide Mr. Hernandez with a deed to either property.

We heard that Officer Wong investigated the title transfer history of 4708 Darrah Street in Philadelphia. She obtained a copy of a deed recorded at the Department of Records in 1972, transferring 4708 Darrah Street to Edward and Maude Smith on September 28, 1972. Officer Wong's investigation revealed that not only did Edward and Maude Smith purchase the house in 1972, but also they have owned it continuously ever since. Moreover, Edward Smith died in 1983 at the age of eighty-four years old. Thus, Troy Baylor did not own the property in March 2006 and had no authorization to act on Edward Smith's behalf and /or sell or lease the property to Jose Hernandez.

Officer Wong related that she investigated the title transfer history of 1640 Allengrove Street in Philadelphia as well. Her investigation revealed that Wendy Belber owns the property. Officer Wong obtained a copy of a deed recorded at the Department of Records on December 24, 1985. The deed shows that title to the property at 1640 Allengrove Street was transferred by F. Russell Greenspan to Wendy C. Belber on December 23, 1985, for \$16,000.00. No subsequent deeds have been recorded. Thus, neither Troy Baylor nor the Redevelopment Authority owned the property in March 2006 and neither had authorization to transfer ownership of the house to Jose Hernandez.

Copies of the Entry Authorization paperwork for the aforementioned eight properties were marked and shown to the Grand Jury. Each set of documents provided to the victims by Baylor purported to be issued by the Redevelopment Authority of Philadelphia (hereinafter RDA). Each set consisted of four pages. The first page is a

mainly typed form letter purportedly signed by Maria Martino,<sup>12</sup> of the Real Estate Department, which appears to be on RDA letterhead. On every single one, directly below Ms. Martino's purported signature is a citation to a file numbered 21097.

Officer Wong testified that she contacted Susan Jarmon at RDA by telephone on May 2, 2007, and Ms. Jarmon explained that each property that was a part of the RDA's Gift Program<sup>13</sup> was assigned a file number. Ms. Jarmon further related that file number 21097 was the number assigned to a property located at 1021 W. Indiana Avenue. In addition, that property was gifted in October 2003.

The letter also contains two lines that are handwritten, including the person to whom the letter is addressed and the address of the property at issue. The second page of each set is also a mainly typed boilerplate list of terms and conditions that must be followed when an individual enters and inhabits a property at issue. In addition, the second page also contains three handwritten items, including the name of the person to whom the preceding form letter was addressed (labeled now as an entrant), the address of the property at issue and the date upon which that property may be entered. The third page of the document is a continuation of the terms listed on the previous page. Finally, the fourth page contains further terms and conditions, as well as two signatures purporting to be those of the Deputy Commissioner of Public Property and an authorized individual operating on behalf of the RDA Real Estate Department. There also is a space for the individual previously labeled as entrant to sign. We the Grand Jury heard that all

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<sup>12</sup> John Coates, the Director of the Real Estate Department at the Redevelopment Authority from 1993 until 2006, reviewed the fraudulent Entry Authorization Paperwork provided to the victims by Baylor and testified that he and his colleagues did not sign the paperwork, however, their signatures appeared on the paperwork because they had been photo copied.

<sup>13</sup> The RDA's Gift Program has been discontinued.

eight of these documents are complete forgeries, created to defraud these hopeful homeowners.

In addition, Officer Sgro of Major Crimes provided Officer Wong with a memorandum dated July 11, 2006, from John U. Coates, Chairman of the Vacant Property Review Committee and Director of Real Estate for the Redevelopment Authority, confirming that Troy Baylor was not associated with the RDA and that Baylor does not, nor has he ever had the authority to represent The City of Philadelphia in any real estate transactions. Moreover, at the time of the transactions with Baylor, the RDA did not own the properties that Baylor claimed to be transferring as an employee of that agency. Thus, not only did Baylor not have the authority to issue entry paperwork to the complainants on behalf of the RDA, but also, the RDA did not own the properties, and thus, did not have authority to issue the entry paperwork either.

John Coates testified before the Grand Jury on June 18, 2008. He explained that he was the Director of Real Estate for the RDA from 1993 through 2006. As the Director, Mr. Coates was responsible for administering the "Gift Property Program." The Gift Property Program began in the late 1970's as a way for individuals to legally appropriate abandoned, vacant or otherwise unutilized properties owned by the City of Philadelphia through sweat equity. According to the City Charter, the City is unable to sell any property for less than fair market value, and thus, the RDA, a state-chartered agency, was responsible for administering the Gift Program which allowed individuals to obtain properties for \$1.00. Only low moderate income individuals, non-profit corporations, or social agencies could qualify to receive property through the Gift Program. In addition, only properties that were inspected and found to be structurally

sound and safe could qualify for transfer. The RDA would never “gift” a property through the Gift Program that had been condemned by L&I or sealed because it was unsafe.<sup>14</sup>

Mr. Coates further explained that the Gift Property Program application process was rather intense. First, an applicant would submit a one page expression of interest form indicating an interest in a property. If after inspection, that property was found to be structurally sound and safe, the applicant would then be asked to complete and submit a three to six page conflict of interest packet to determine whether the applicant or the applicant’s relatives or associates worked in any agency related to the City that would create a conflict of interest that would make the applicant ineligible to receive property through the Gift Program. The applicant then would have to complete a one page financial disclosure questionnaire, providing proof of their income, their social security number, as well as the social security numbers of their family members, to determine whether they warranted a gift or would have to buy the property. The Vacant Property Review Committee, a subcommittee of City Council, reviewed applications and issued approved applicants Entry Authorization Forms authorizing them to enter the property, fix it up and make it habitable within nine months. Entry Authorization forms were only issued in conjunction with the Gift Program. No other City program has ever used such a document. The RDA would inspect the property periodically to insure the applicant was complying with the terms of the entry authorization. If an applicant were not able to

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<sup>14</sup> The Grand Jury heard testimony from several witnesses who obtained Entry Authorization paperwork from Troy Baylor that he instructed them to look for homes with orange and black stickers affixed to their facades. Baylor told the complainants that he could transfer these homes to them at a discounted price. Orange and black stickers are used by the City of Philadelphia in two separate and distinct situations. 1) Orange and black stickers are placed on buildings which have been condemned by Licensing and Inspections. Orange and black posters are placed on buildings that have been cleaned and sealed for the safety of the public. Based on Mr. Coates’ testimony, neither condemned buildings nor sealed buildings could have been transferred to the complainants through the Gift Property Program.

complete the renovation of a property within nine months, but made a good faith effort to do so, they could apply for an extension of time. If the applicant did not make a good faith effort or did not comply with the terms of the 18 page Entry Authorization Packet, they forfeited their right to the property. If the applicant complied, then a City Council resolution would be introduced authorizing the transfer of property from the City to the RDA. Once the resolution was passed, the RDA Board would review the matter and approve the transaction. A deed then would be drafted and recorded transferring title to the property from the City to the RDA. Only then could a settlement occur, transferring title to the applicant by deed recorded at the Department of Records.

John Coates reviewed the purported Entry Authorization documents provided to the victims by Troy Baylor and confirmed that they were not legitimate. He explained that the documents provided by Baylor were sloppily done. They appeared to be photo copied, information appeared to have been whited-out and written or typed over. They contained values such as "\$5,000 cash," which would not be included on legitimate paperwork. In addition, the packets were only four or five pages, instead of eighteen, and had the same non-applicable file number on every document. Mr. Coates further explained that he did not believe that Troy Baylor had ever been employed by the RDA and confirmed that Baylor was not employed by the Real Estate Department while he was the Director from 1993-2006. Moreover, Baylor did not have authorization to transfer properties through the Gift Program or to give applicants entry authorization paperwork.

## SECTION 4D

### 1927 Berkshire Street / 1933 Berkshire Street / 1814 Gillingham Street

The Grand Jury heard that Officer Wong investigated the fraudulent transfer of 1927 Berkshire Street in Philadelphia. Officer Wong related that she interviewed Justine Timms regarding her and her husband, Alberto Cruz's, purchase of that property and Ms. Timms also testified before the Grand Jury on April 29, 2008. In summary, Ms. Timms explained that she purchased the house at 1927 Berkshire Street from Troy Baylor. She met Troy Baylor in 2004 when she was living with her sister-in-law near 1926 Berkshire Street. Ms. Timms watched Baylor enter 1926 Berkshire Street by removing the boards from the door of the home with a crow bar and hammer. When Baylor exited the property, Ms. Timms approached him and asked whether he was selling houses in the area. Baylor gave her his card, which indicated that he worked for Mike Horsee, "House of the State Representative", and told her that he also worked for the City of Philadelphia. Timms believed him because of his representation, the card he gave her, and the fact that he was driving a jeep that had a "Men United" emblem on it. Baylor told Timms that houses in the area, with orange and black sticker notices on their facades<sup>15</sup>, belonged to the City and that he could obtain them and sell them at a less expensive price. She told him that she was interested in purchasing the house located at 1933 Berkshire Street. Baylor told her that he already owned 1933 Berkshire Street and that the property was not

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<sup>15</sup> These stickers were posted by the Clean and Seal Unit of The Department of Licenses and Inspection as part of the "Clean and Seal Program." In recognition of the problems that abandoned properties cause for communities, the Clean and Seal Program was begun and allowed citizens to report unoccupied abandoned properties in their neighborhood to Licenses and Inspections Department. The City of Philadelphia could then notify the utility companies to discontinue the water, electric, gas or phone services making the property less attractive to squatters or other miscreants. Once the utilities were shut of, the Department of Licenses and Inspections could arrange for either the property to be sealed or repaired by the owner. The stickers warned that the properties on which they were posted were private properties, contained language ordering members of the public not to trespass, and indicated that violators of this order would be prosecuted.

for sale. Ms. Timms then chose 1927 Berkshire Street as it also had an orange and black sign posted on the front facade. Baylor told her to go to a law office located in the area of Tioga and Kensington Avenue and speak with Vince and Carlos, who, he said, was a lawyer. He further explained that she would have to pay \$2,000.00 in cash and Carlos would prepare entry paperwork for the property, which would authorize her to move into the property and fix it up.

Ms. Timms did as Baylor directed, met both Carlos and Vince at the office on Kensington Avenue and received Entry Authorization paperwork purporting to be from the Redevelopment Authority of the City of Philadelphia authorizing her to enter and inhabit the house at 1927 Berkshire Street (a copy of this purported Entry Authorization Paperwork is attached as Exhibit D-1). Carlos Quiles provided Ms. Timms with the paperwork and explained that Baylor had informed him that she would be stopping by the office.<sup>16</sup> Quiles did not give her a receipt for her purchase, but told her that she would receive a receipt from Troy Baylor and a deed to 1927 Berkshire Street in the mail. When Ms. Timms and her husband entered 1927 Berkshire Street, they saw for the first time that it was in terrible condition. Ms. Timms went back to the office on Kensington Avenue to complain. Quiles was at the office and told her that Baylor had changed his mind and wanted her to move to 1933 Berkshire Street because the City was going to demolish the house at 1927 Berkshire Street. Troy Baylor also came to 1927 Berkshire Street and told Ms. Timms that he had made a mistake and that she could not move into 1927 Berkshire because the City was going to tear it down. Despite his previous

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<sup>16</sup> Officer Wong obtained a copy of this paperwork from Timms for the property at 1927 Berkshire Street and eventually paperwork for eleven additional properties. A comprehensive description of this fraudulent paperwork and Troy Baylor's lack of authority to act on behalf of the Redevelopment Authority is discussed on pages 62-66.

statement that 1933 Berkshire was his and not for sale, he told her to move into 1933 Berkshire Street instead. Within a few days, Ms. Timms and her husband moved into 1933 Berkshire Street, where they lived for about one and a half years.

About two months after moving into 1933 Berkshire Street, Ms. Timms and her husband were contacted by someone who identified himself as Richard Smith who claimed to own 1933 Berkshire; he informed them that they would have to pay him rent. Ms. Timms explained that she had bought the property and showed Smith the entry authorization paperwork given to her by Baylor. Ms. Timms testified that Smith used her home telephone to, he claimed, call City Hall to verify that he was the titled owner of the property. Ms. Timms sought advice from Congresso Legal Services about how to proceed. While she was at Congresso, Richard Smith went to 1933 Berkshire and left a handwritten note claiming that the property had been reported to Licensing and Inspection (L&I) who determined that it was inhabitable. He directed Ms. Timms to call him as soon as possible and informed her that contractors would be at the property the following day and Sunday to clear out the house and begin fixing it. In addition, the note warned that if Ms. Timms was not at home when the contractors came, he would “get the door open.” Based on the information provided by Congresso, Justine Timms called Smith and asked for his rental license number for 1933 Berkshire Street. Timms never heard from or saw Richard Smith again.

In 2005 after having lived in 1933 Berkshire for about one and one half years, Baylor came to 1933 Berkshire and told Timms and her husband that he had decided to sell the property to someone else<sup>17</sup>, but that he would arrange for them and their family to move to a larger home. The next day, Baylor, Quiles and an unknown Spanish male

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<sup>17</sup> See pages 72-75 for further detail of fraud committed on Miguel Ortega.

came to the property. Baylor and Quiles explained that the Spanish male was interested in buying the house. Baylor told Timms and her family to move to 1814 Gillingham Street in Philadelphia. Because the house was larger and in better condition, Ms. Timms and her husband paid Baylor an additional \$1,000.00 (totaling now \$3,000) for the house in exchange for Entry Authorization paperwork from Baylor and moved in (a copy of this purported Entry Authorization Paperwork is attached as Exhibit D-3). When the couple was unable to turn the electric on, they went back to Carlos Quiles' office and told Quiles about the electric. In Timms and her husband's presence, Quiles gave Baylor money for the electric and directed Baylor to send someone to turn their electric on. An unidentified person came to 1814 Gillingham Street shortly thereafter and turned the electric on.

On September 22, 2006, Ms. Timms identified Troy Baylor by photograph as the person who sold her houses located at 1927 Berkshire Street, 1933 Berkshire Street and 1814 Gillingham Street. She also identified Carlos Quiles by photograph as the individual she paid cash to for 1927 Berkshire Street and who prepared the entry paperwork for that property. She identified Vincent Wilder by photo array as the male that was present at the office on Kensington when she paid Quiles for 1927 Berkshire Street. In addition, Ms. Timms identified Ivan Delgado by photograph as a man who she has seen at the office on Front Street with Troy Baylor and Carlos Quiles.

Officer Wong told this Grand Jury that she investigated the title history of the property at 1927 Berkshire Street and obtained a copy of a deed filed at the Department of Records on January 3, 1990. The deed is the last recorded title transfer of the property and shows that title was transferred on December 15, 1989, by Michael S. Garry and Debra S. Garry, by her attorney in fact Michael S. Garry to T & L Properties Inc., a

Pennsylvania Corporation. The deed was notarized that same day by “Frank J. Ruck, Jr.,” Notary Public. Since January 3, 1990, no other transfers of title have been recorded for 1927 Berkshire Street. Police Officer Louis Sgro of the Major Crimes Economic Crime Unit, related to Detective Budka that he contacted T&L Properties, Inc. (T&L) regarding its ownership of 1927 Berkshire Street. Officer Sgro also provided Detective Budka with a letter, dated July 21, 2006, from a representative of T&L confirming ownership of 1927 Berkshire by T & L and the fact that T&L has never given anyone permission to do renovations on or sell 1927 Berkshire. In addition, the letter states that no one at T&L has any knowledge of an individual named Troy Baylor. Specifically, Troy Baylor has never been employed by T&L or been given permission to renovate or sell any property for T & L. Thus, neither Troy Baylor and his cohorts, nor the City of Philadelphia, owned 1927 Berkshire in 2004 and Baylor had no authority to even enter it let alone participate in selling it to Justine Timms and her husband.

Given this discovery, Officer Wong investigated the title transfer history of 1933 Berkshire Street (a copy of this deed is attached as Exhibit D-2). Her investigation revealed that from as far back as 1976 until 2004, the property was owned by Thomas Clark and Thomas Clark, Jr. Then, by a deed recorded on June 8, 2004, title to 1933 Berkshire was transferred from Thomas Clark Jr. to Richard Smith on April 17, 2004, for \$1.00. The notarial affidavit appearing on page five of the deed indicates that it was notarized that same day by notary public, Robert E. Bacone. However, the signatures of Robert E. Bacone that appear on pages four and five of the deed are dated June 3, 2004 and June 2, 2004. The purported signature of “Tim William” appears on the first page of

the deed titled Recording Information Summary<sup>18</sup>. This page also indicates that a mortgage will be recorded on the property on June 9, 2004. In addition, the signature of Troy Baylor appears on the fifth page of the deed as appearing on behalf of the grantee, Richard Smith, verifying that Smith's address is 1933 Berkshire Street. The signature of Richard M. Smith appears as the correspondent or responsible party for the transfer at the bottom of the Philadelphia Real Estate Transfer Tax Certification.

Officer Wong testified that she investigated the whereabouts of Thomas Clark and determined that Thomas Clark died August 22, 1990. Thus, Thomas Clark was not alive in 2004 to transfer title to the home to Richard Smith, nor could he have appeared before notary public Robert Bacone, and the signature on the deed could not be Mr. Clark's signature.

On June 21, 2005, another deed for 1933 Berkshire Street was recorded at the Department of Records transferring the property from Richard Smith to Miguel Ortega on June 18, 2005, for \$2,000. The deed was notarized that same day by notary public "Ivan H. Delgado." Delgado's signature also appears on the last page of the deed on behalf of the grantee verifying that his address is 1933 Berkshire Street. Smith's signature as the grantor of the property appears on page two of the document.

Officer Wong interviewed Miguel Ortega, and Mr. Ortega also appeared before the Grand Jury on April 30, 2008. He explained that he purchased the property at 1933 Berkshire Street from Carlos Quiles and Ivan Delgado. He further related that his friend, Luis Lopez, a realtor, knew that Mr. Ortega was interested in purchasing 1933 Berkshire Street. Mr. Lopez gave Mr. Ortega the telephone number of a man named Cherboni, who Mr. Lopez knew was also interested in the same property. Mr. Ortega contacted

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<sup>18</sup> See Section F for discussion of the significance of signatures purporting to be that of "Tim Williams."

Cherboni who indicated that he no longer wanted to buy the house and gave Mr. Ortega directions to a real estate office that would handle the sale. At the office, Mr. Ortega met three men, all of whom he identified by photo array, including Carlos Quiles, Ivan Delgado and Troy Baylor. Mr. Ortega explained that he went to the office on three different occasions and that all three men were present at the office each time. He further explained that the office was a real estate office and that Quiles, Delgado, and Baylor were business partners.

When Mr. Ortega first went to the office, Ivan Delgado took Mr. Ortega to look at three properties that purportedly were for sale. 1933 Berkshire Street was one of the three properties. Mr. Ortega was not able to look inside any of the properties because all of them were locked and Delgado did not have keys. The second time Mr. Ortega went to the office on Front Street, Delgado took him back to 1933 Berkshire Street to see the inside of the property. Mr. Ortega explained that there was a man inside the property who he had not seen before who seemed to be straightening up the property. He further explained that after going inside the property, he and Delgado went back to the office and both Quiles and Baylor were there. That day, an agreement was reached about the purchase price of the property, as well as the terms of the purchase. Quiles and Delgado set the purchase price for the house at \$12,000 and explained that Mr. Ortega would be responsible for any liens against the property. Quiles demanded that the payment be made entirely in cash. When Mr. Ortega refused to pay for the property entirely in cash, Quiles relented and agreed that Mr. Ortega could pay by two \$5,000 checks and one \$2,000 cash payment. Mr. Ortega did not make any payments, however, until his third trip to the office. On that third occasion, he and Delgado went the bank together to get

the money. When Mr. Ortega paid Delgado and Quiles, they gave him a receipt for the payment which was signed by Carlos Quiles, notarized by Delgado, and dated June 20, 2005. Miguel Ortega never met nor heard of anyone named Richard Smith. During that third visit, Mr. Ortega also paid Baylor \$225 to clean out the property at 1933 Berkshire Street. Although Baylor took the money, and promised to perform the task, he never did. Mr. Ortega called Baylor repeatedly to inquire when he planned to clean the property, but after repeatedly promising that he would come by, Baylor just stopped answering his phone.

Mr. Ortega and his family moved into 1933 Berkshire Street in August 2005. He explained that the house was in terrible condition – no floors or kitchen and filled with trash. Thus, Mr. Ortega began renovating the property immediately. He testified that he spent over \$60,000 fixing the property and over \$3,000 for back property taxes and liens. Miguel Ortega did not learn that the property was fraudulently transferred into his name until he was contacted by the District Attorney’s Office in October 2006.

Police Officer Patricia Wong further testified that Justine Timms contacted her again in October 2006, to report that she and her husband, Alberto Cruz, had been served with notice to vacate their now third residence at 1814 Gillingham Street for failure to pay rent to a Yovanys Dominguez. Ms. Timms further related that she and her husband had never heard of Yovanys Dominguez prior to receiving notice to evict and never rented the property from him.

Officer Wong related that she obtained a copy of a deed, filed with the Department of Records on November 22, 2005, which reads that the property at 1814 Gillingham was transferred by Martin A. Hass to Yovanys Dominguez on November 18,

2005. On the third page of the deed, the signature of Tim Williams<sup>19</sup> appears on behalf of the grantee, Mr. Hass.

Officer Wong further related in summary that, in August 2006, she interviewed Martin A. Hass, the titled owner of 1814 Gillingham Street up until it was purportedly transferred on November 18, 2005. Mr. Hass explained that he purchased the property at 1814 Gillingham Street through Sheriff Sale many years ago. The property had been an occupied rental property. Up until mid-November 2005, the records kept by the Department of Records had Mr. Hass as the titled owner of the property.

Martin A. Hass further related that he does not know Yovanys Dominguez, nor Tim Williams and that he did not transfer the property, nor give anyone permission to transfer the property on or about November 18, 2005. In addition, Mr. Hass did not appear before notary public, Lenora Irene Jackson, and the signature contained on the deed is not his signature.

**4561 Mulberry Street /1820 Harrison Street / 1813 Foulkrod Street**

We learned that Detective Garcia interviewed Teresa Santos on July 6, 2006. Ms. Santos also was interviewed by Officer Wong and testified before the Grand Jury on April 30, 2008, about her attempt to purchase a property located at 4561 Mulberry Street from Troy Baylor. Ms. Santos identified Baylor by photo array on July 7, 2006. She explained that she met Baylor through her neighbor, Alberto Cruz, in June or July 2005. Ms. Santos thought Baylor worked for the City of Philadelphia because he drove a car with the City's emblem on it and represented that he worked for the City. She told Baylor that she was looking for a house for her son. He took her telephone number and

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<sup>19</sup> See Section F for discussion of significance of signatures purporting to be that of "Tim Williams."

told her that he would call her if something became available. Three days later, Baylor called and then came to Ms. Santos' house with Entry Authorization paperwork authorizing her to enter 4561 Mulberry Street. Ms. Santos took the paperwork and went to the property to look at it. Afterwards, she called Baylor and told him that she wanted to buy it. Baylor told her that it cost \$7,000.00, but he accepted \$5,000.00 in cash. Ms. Santos then went to the property and entered it. While there, a woman, who she did not know, appeared and claimed ownership of the house through the "Gift Property Program." Ms. Santos and the woman, Ennetee Marie Santana Rodriguez, then called the Redevelopment Authority to get information about the property. An employee of the Redevelopment Authority, Susan Jarmon, informed Ms. Santos that she could not own the house because the property had been gifted to Ms. Rodriguez through the Redevelopment Authority's Gift Program. Officer Wong contacted Susan Jarmon, and she confirmed this order of events. Later that same day, Ms. Santos called Baylor, told him what happened, and demanded that he either give her money back or find her another house. The next day, Baylor brought Ms. Santos Entry Authorization paperwork for a property at 1820 Harrison Street.

Ms. Santos testified that she had to pay Baylor one hundred fifty dollars for the entry paperwork to 1820 Harrison Street. She further explained that she did not enter the property with keys. The door to the property had been sealed by the City and it appeared that someone had already broken the seal and pried the door open, so Ms. Santos was able to step inside. The property was in terrible condition and Ms. Santos once again called Baylor to complain. In response, Baylor directed her to a third property at 1813 Foulkrod Street and told her that he would bring her a deed to 1820 Harrison Street

within ten days, but never did. Ms. Santos further explained that she called Baylor many times on his cell phone and he kept telling her that she would receive the deed in the mail, but she never did. Not surprisingly, Baylor's telephone number became disconnected.

Before Baylor stopped returning her phone calls regarding 1820 Harrison, Ms. Santos purchased 1813 Foulkrod Street for her son. In order to purchase 1813 Foulkrod Street, she gave Baylor a cash deposit and he allowed her to see the inside of the house. Ms. Santos was satisfied with the condition of the property and paid Baylor a total of \$5,000.00. About one month later, Ms. Santos received a deed in her name in the mail with her name spelled incorrectly. Ms. Santos further related that Baylor indicated that he would take care of all the paperwork and that she never had to sign anything or go to a notary. She is not the "borther ", nor even the brother, of Mildred Williams. Teresa Santos testified that she paid \$7,000 in back property taxes and \$3,000 in water bills to the City which was owed on 1813 Foulkrod. In addition, she has spent money renovating the property for her son.

Officer Wong testified that she investigated the title transfer history of 4561 Mulberry Street and obtained the last recorded deed for the property, which was recorded on October 1, 2001, at the Department of Records in City Hall. The deed reflects that on September 4, 2001, 4561 Mulberry Street was transferred by Sheriff's deed to the City Of Philadelphia for \$800.00. The title history further reflects that the City has maintained ownership of the property since that date. Thus, Troy Baylor did not own 4561 Mulberry Street in June or July 2005, and had no authority to sell it to Teresa Santos.

Officer Wong explained that she also investigated the title history of 1820 Harrison Street, and there has been no recorded transfer in the past twenty-six years. The owner of the property, Ronald Battis, died in March 1974. Thus, he could not have agreed, nor given anyone permission to transfer, lease or rent 1820 Harrison Street in 2005. Moreover, the property was never owned by the Redevelopment Authority so that they could authorize anyone to enter.

Finally, Officer Wong also investigated the transfer of 1813 Foulkrod Street. She related in summary that she obtained a copy of a deed, filed at the Department of Records on October 12, 2005, showing that 1813 Foulkrod Street was transferred by Mildred Williams to Tereas Santos on September 26, 2005. Ivan Delgado notarized the signature of Mildred Williams, and the fourth page of the deed contains the signature of Tim Williams signing on behalf of the grantee. In addition, attached to the deed and filed with the deed at the Department of Records is a document titled "Philadelphia Real Estate Transfer Tax Certification." This document indicates that the transfer of the property is exempt from taxes because it is a "transfer between sister and borther(sp)." Tim Williams' signature also appears on this final page as correspondent or the party responsible for the transaction.

Officer Wong's investigation revealed that Ms. Mildred Williams died May 9, 1997. In addition, Ms. Williams has no brother of record named Tereas Santos.

On September 26, 2005, Ms. Williams was deceased, and thus, could not have transferred the property on that date. In addition, Ms. Williams could not have appeared before Notary Public Ivan H. Delgado on that date, and the signature contained on the deed is not her signature.

The Grand Jury heard that after Ms. Santos reported Baylor's conduct to her councilperson. After she made a report, Baylor called Ms. Santos and threatened that she "better shut her f\*\*king mouth, you're in trouble."

#### **4324-26 Paul Street**

Police Officer Wong testified that she reviewed a written interview of complainant Epifanio Gil taken by Detective Garcia on July 6, 2006, and also personally interviewed Mr. Gil on August 28, 2006. In summary, Epifanio Gil related that, in November 2005, he met Troy Baylor, who he identified in a photo array, through his friend Teresa Santos. He explained that Teresa told him that Baylor was working for the City of Philadelphia and selling houses. Mr. Gil further explained that Baylor drove a City of Philadelphia vehicle, namely a pickup truck with blue, black and yellow stripes and the City of Philadelphia logo on the doors. Mr. Gil, who does not speak fluent English, met with Baylor and spoke with him using Teresa Santos as an interpreter. Baylor gave Mr. Gil a list of houses that were supposedly for sale and told him to look and determine whether he was interested in any of them. That same day, Gil did as Baylor directed and decided that he was interested in purchasing the house located at 4324 Paul Street, as well as the lot next to it at 4326 Paul Street. Baylor told Gil that the total price of the two properties was \$8,500.00. Mr. Gil met with Baylor again that day and gave him a \$500.00 deposit in cash. In exchange, Baylor gave Mr. Gil Entry Authorization paperwork for the property at 4324 Paul Street and told him that, once he paid the entire balance for the properties, he would receive the deeds in the mail. Mr.

Gil made about five cash payments to Baylor in person and also received a deed for 4324 Paul Street in the mail, but not 4326 Paul Street.

Officer Wong testified that she obtained a copy of a deed filed at the Department of Records on December 20, 2005. The deed shows that the property located at 4324 Paul Street in Philadelphia was transferred by George T. Krieger to Epifanio A. Gil on November 12, 2005, for \$1,000.00. The deed was notarized that same day by “Tom M. Baker,” Notary Public. On the third page of the deed the signature of Tim Williams appears on behalf of the grantee. Attached to and recorded with the deed is a Philadelphia Real Estate Transfer Tax Certification, which contains the signature of Troy Williams as correspondent or responsible party for the transaction. This signature was changed to Tim Williams by writing over the “y” in Troy and making it an “m.” The certification indicates that the transfer is exempt from taxes because “Property in need of work.”

Officer Wong told the Grand Jury that she attempted to locate George T. Krieger, the previous owner of the property at 4324 Paul Street. Officer Wong’s investigation revealed that Mr. Kreiger died in May 1988. Because Mr. Kreiger died in 1988, he could not have appeared before Notary Public, Tom M. Baker and the signature on the deed is not his signature.

Epifanio Gil also told Officer Wong that, once he received the deed in the mail, he began renovating the property on Paul Street. Subsequently, Mr. Gil went on vacation and was not in the Philadelphia area for about two months. When he returned to the property, he found a letter from an unknown man claiming to have purchased the

property at Sheriff sale and telling Gil to vacate the property. Mr. Gil immediately contacted Officer Wong with this information

Officer Wong explained that she again investigated the recorded title history of the property at 4324–26 Paul Street in Philadelphia and obtained yet a new deed filed on April 18, 2006 at the Department of Records. The deed indicates that title to the property at 4324-26 Paul Street was transferred by John D. Green Sheriff of the County of Philadelphia to Vinh T. Dinh on March 20, 2005, for \$38,200.00. The deed also indicates that the transfer occurred subsequent to a writ of execution entered by the Court of Common Pleas on November 2, 2005, which gave the Sheriff authorization to subsequently transfer the property through public sale (ten days prior to the deed recorded by Troy Baylor transferring title to 4324 Paul Street to Mr. Gil), on February 14, 2006, to Vinh Dinh. The deed was notarized that same day by Stanley J. Chmielewski, Deputy Prothonotary.

Clearly, Troy Baylor did not own, nor have authorization to transfer the property at 4324-26 Paul Street in Philadelphia to Epifanio Gil on November 12, 2005.

### **2455 N. Patton Street**

In furtherance of her investigation of Troy Baylor and given information provided by Robert Bacone, Officer Wong told us that she reviewed Bacone’s notarial register and found that Troy Baylor’s signature appears next to multiple entries including an entry involving a property located at 2455 N. Patton Street. Officer Wong testified that she investigated the title history of that property and obtained a copy of a deed recorded at the Department of Records on June 20, 2006. The deed transfers title to 2455 N. Patton

Street from Mythell Terrell to Douglas M. Roberson on June 15, 2006, for \$1,000. The deed was purportedly notarized that same day by “James C. Taylor.”<sup>20</sup> The purported signature of Willie Crosby<sup>21</sup> also appears on the third page verifying that the grantee’s address is the property location. The transfer tax certification recorded with the deed lists the grantee as the correspondent or party responsible for the transfer. However, the signature of Tim Williams appears at the bottom of the transfer tax certification and is dated June 15, 2006. The transfer tax certification indicates that the transfer is tax exempt because “property is in need of work.”

Officer Wong located Mythell Terrell who explained that she and her husband owned the property jointly until 1994 when he transferred the property into only her name. Neither she nor her husband sold or transferred the property and they do not know any of the individuals listed on the deed, including Tim Williams, James C. Taylor, Willie Crosby, or Douglas Roberson. Moreover, the signature purporting to be her signature on the deed is a forgery.

### **5238 N. 9<sup>th</sup> Street**

Also based on her review of Robert Bacone’s notarial register, Officer Wong investigated the title history of 5238 N. 9<sup>th</sup> Street and obtained a copy of a deed recorded at the Department of Records on May 19, 2004. The deed transfers title to 5238 N. 9<sup>th</sup> Street from Samuel Burris, Jr. to Kassie Keyes on April 11, 2004, for \$1.00. The notarial

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<sup>20</sup> Officer Donald Berger identified an individual he knew as James C. Taylor as Troy Baylor in a photo array. Officer Wong told us that she attempted to locate a notary by the name James C. Taylor and did not find a valid notary commission for this individual.

<sup>21</sup> Detective Budka testified that Willie Crosby was a parishioner of Kenneth Lyons and one of Lyons’ tenants at 928 W. Susquehanna, a property that was subsequently transferred to Juanita Torres. Crosby has moved to North Carolina. In addition, 4312 Waln Street was transferred into the name “William Crosby” before also being transferred to Juanita Torres.

affidavit contained within the deed indicates that the deed was notarized that same day by Robert Bacone. Robert Bacone's signature, stamp and seal appear on the fifth page and are dated in handwriting as having been affixed by Bacone on May 19, 2004. The signature of Mark Smith appears on that same page verifying that the grantee's residence is the property location. The transfer tax certification recorded with the deed lists Kassie Keyes as the correspondent. Her signature appears at the bottom of the page and is dated April 11, 2004.

Officer Wong told us that she also obtained a copy of an order recorded as a result of a successful civil title action filed by the administratrix of the Estate of Samuel Burris Jr. The order, recorded at the Department of Records on July 21, 2006, declared the deed recorded May 19, 2004 to be fraudulent and null and void.

### **4937 Rosehill Street**

Detective Budka also reviewed Robert Bacone's notarial register and found Troy Baylor's signature next to an entry related to the title transfer of 4937 Rosehill Street.<sup>22</sup> Detective Budka testified that he investigated the title history of 4937 Rosehill Street and obtained a copy of two deeds. The first deed was recorded at the Department of Records on October 19, 2004. The deed purports to transfer title to 4937 Rosehill Street from Gerald A. Boyle & Linda h/w to Ella Shvartsman on September 29, 2004, for \$3,800. The notarial affidavit contained within the deed indicates that the deed was notarized that same day by notary public, Robert E. Bacone. Bacone's signatures, which appear on the fourth and fifth page of the deed, are dated by hand as having been signed on October 18,

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<sup>22</sup> The same entry also listed Baylor at 1752 N. Dover Street. Title to 1752 N. Dover Street was subsequently fraudulently transferred to Alberta Osborne by Baylor and Smith. For further explanation see Section K.

2004. The transfer tax certification recorded with the deed lists Ella Shvartsman as the correspondent or responsible party for the transfer. Shvartsman's purported signature appears at the bottom of the page and is dated October 18, 2004. The transfer tax certification indicates that the transfer is tax exempt because "This is a bonafide transfer, taxes are being paid into consideration."

Detective Budka also obtained a deed that was recorded at the Department of Records on February 24, 2006. The deed transfers title to 4937 Rosehill Street from Ella Shvartsman to Rosio Morales Reyes and Yajaira Morales on January 28, 2006, for \$3,800. The deed was notarized that same day by notary public Deborah Ann Ricca. The signature of the grantor appearing on the deed spells the grantor's last name "Shitsmon." The transfer tax certification recorded with the deed lists Yajaira Morales as the correspondent or responsible party for the transfer. Morales' signature appears at the bottom of the form and is dated January 28, 2006. The transfer tax certification states that the transfer is exempt because "this is a transfer from sister-in-law to her sisters-in-law, therefore exempt from transfer taxes." The transfer tax certification further indicates that the total consideration paid for the property was \$1.00

Detective Budka testified that he contacted Gerald and Linda Boyle who told him that they never sold or gave anyone permission to sell 4937 Rosehill Street. They do not know Shvartsman or Bacone and the signatures contained in the deed are forgeries.

Officer Wong told us that she contacted Shvartsman who said she was Alberto Rodriguez's girlfriend. Shvartsman would not give Officer Wong Rodriguez's telephone number or address, but said that she would have him call Officer Wong.

Officer Wong also told us that she located and spoke with Yajaira Morales. Ms. Morales told Officer Wong that she and her younger sister bought the house from Alberto Rodriguez who goes by the name Herman. She said that Rodriguez was the brother of their mother's common-law husband and that she contacted him through his sister Zoraida Cuevas. Ms. Morales and her sister, Rosio, have lived in the property since 2006. She paid Herman over \$20,000 for title to the house. She further explained that Ella Shvartsman is Herman's girlfriend/common-law wife and that they have a daughter. Ms. Morales was first informed that title to 4937 Rosehill Street was fraudulently transferred to her by Detective Budka. Since that time, she and her sister have attempted to contact Rodriguez but have been unable to locate him.

#### **SECTION 4E – Donald Berger**

The Grand Jury heard the testimony of Officer Donald Berger, a police officer who lives in Suffolk County, New York. Officer Berger has worked for the New York City Police Department for nine years. In 2006, he was a member of the Brooklyn North Task Force, engaged in disorder control and counter terrorism.

Starting in 2006, Officer Berger decided to invest in real estate in order to prepare for retirement, following his father's example. He renovated his home in New York, which was infested with squirrels and had a hole in its roof. After visiting realtor.com, he observed that houses in Philadelphia were available for competitive prices.

Audrey Rodriguez, Officer Berger's former partner at the New York Police Department and a close friend, heard that Officer Berger was interested in buying

property in Philadelphia. Rodriguez told Officer Berger that her brother, Ivan Delgado, worked for someone who sells properties. Since the two had worked together for three years and had a good friendship, Officer Berger agreed to meet with Delgado, who introduced Officer Berger to Carlos Quiles. In order to secure the funds necessary to begin investing, Officer Berger refinanced his two properties in New York and took out a loan against his pension. Over the course of a year, Officer Berger purchased eleven properties with the aid of Carlos Quiles, Ivan Delgado, Kenny Lyons, and Troy Baylor.

### **969 E. Price Street**

Upon meeting Quiles and Delgado, Officer Berger went to see a property Quiles recommended, 969 E. Price Street. Quiles claimed that the property's owners, Henry and Juliet Pierce, donated the property to Neighborhood Preservation, L.L.C.<sup>23</sup> He instructed Officer Berger to deliver \$20,000 payable to Neighborhood Preservation to his office at 2710 N. Front Street, a building bearing a sign that read "Law Office." Delgado took Officer Berger to a Bank of America branch in Chestnut Hill to obtain three certified checks made out to Neighborhood Preservation for \$5,000 each. Officer Berger paid the remainder of the balance in cash. Delgado then brought Officer Berger back to 2710 N. Front Street to pay Quiles. Officer Berger explained that he was not present when the deed paperwork was drafted. He did not see the deed until he received a recorded copy in the mail.

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<sup>23</sup> The Grand Jury heard evidence that Quiles is the President of Neighborhood Preservation, LLC. Quiles claimed to have started the company with the objective of bettering the community by transferring undesirable properties (properties left vacant and /or in arrears in taxes) to individuals who would care for them. Among the documents seized during the execution of the search warrant at 2710 N. Front Street were copies of letters signed by Quiles soliciting different individuals to donate their properties to Neighborhood Preservation, LLC, a "non-profit corporation."

Detective Budka obtained a copy of a deed recorded at the Department of Records on November 22, 2005. The deed purports to transfer title to the property at 969 E. Price Street from Henry P. Pierce and Juliet C. Pierce to Donald Berger on November 17, 2005 for \$5,000.00. The deed was notarized that same day by “Ivan H. Delgado,” Notary Public. Delgado’s signature also appears on behalf of the grantee verifying that his residence is the property location and at the bottom of the Philadelphia Real Estate Transfer Tax Certification as the correspondent or responsible party for the transfer. The transfer is claimed to be tax exempt because “[b]onafied (sp) transaction-needing much repairs.”

Detective Budka investigated the whereabouts of Henry and Juliet Pierce. He testified that Henry Pierce died in July of 1979, and Juliet Pierce died in July of 1998. Because the Pierces were both deceased in 2005, they could not have appeared before Ivan Delgado and could not have signed the deed transferring 969 E. Price Street to Donald Berger. The signatures on the deed are not their signatures and Ivan Delgado had no authority to notarize a document asserting they signed in his presence. In addition, Carlos Quiles had no authority to transfer the property, or to accept \$20,000 from Officer Berger for its transfer.

### **918 E. Cheltenham Avenue**

Subsequently, Delgado informed Donald Berger that he was aware of another property for sale at 918 E. Cheltenham Avenue. After Officer Berger looked at the outside of the property, he contacted Delgado and expressed his interest in the property. Delgado introduced Officer Berger to Kenneth Lyons, who Officer Berger identified in a photo

array. Kenneth Lyons took Officer Berger to the property at 918 E. Cheltenham Avenue and entered the property using a key. Lyons told Donald Berger he was a reverend, and the Officer heard people refer to Lyons as “Reverend” on the street. Delgado and Lyons explained to Donald Berger that they obtained properties by mailing letters to property owners inquiring whether they were interested in selling their property. Furthermore, they explained that people would occasionally approach Lyons with properties because of his role in the community as a reverend. Officer Berger made a down payment for 918 E. Cheltenham Avenue by certified check, which he personally gave to Lyons. Officer Berger could not remember whether he made the check payable to Lyons, or to Quiles.

After making the down payment for 918 E. Cheltenham Avenue, Donald Berger checked a City of Philadelphia web site to verify his ownership of the property at 969 E. Price Street and discovered it had been transferred into someone else’s name. When he approached Delgado and Lyons with this information, both men claimed they no longer worked with Quiles. Following their statements denying a continuing relationship with Quiles, Delgado and Lyons met Berger at the Masonic Temple at 5<sup>TH</sup> and Kensington, instead of Quiles’ law office. Operating under the assumption that Delgado and Lyons were still trustworthy based on Rodriguez’s introduction, as well as their statements alleging that they stopped working for Quiles, Officer Berger continued to deal with Delgado and Lyons.

Detective Budka obtained a copy of a deed recorded at the Department of Records on February 9, 2006. The deed purports to transfer title to 918 E. Cheltenham Avenue from Carl Speight and Dorothy Speight to Donald Berger on October 17, 2005, for \$6,000. The deed was notarized that same day by Carlos Quiles. Ivan Delgado’s signature

appears at the bottom of the transfer tax certification recorded with the deed as correspondent or responsible party for the transfer. Officer Berger testified that he was not present when the documents were drafted, and he did not see the documents until he received a recorded copy in the mail.

Donald Berger gave a neighbor of 918 E. Cheltenham his contact information with instructions to contact him if there were any problems with the house. A few months after he bought the house, the neighbor contacted Donald Berger to inform him that one side of the house collapsed. Officer Berger called Delgado asking if he knew someone who could repair the property. Delgado suggested an individual named Ronoso, and Officer Berger hired him. To date, Berger has paid approximately \$20,000 to repair the house.

Detective Budka testified that he contacted Dorothy Speight. She stated that she and her husband have owned 918 East Cheltenham Avenue since the mid-1980s. After living in the property for an unexplained period of time, they moved out. After that, squatters lived in the property. In 2004 or 2005, the property was left vacant and the Speights stopped paying the taxes. At some point, Ms. Speight went by the 918 E. Cheltenham Avenue property and noted that someone appeared to be doing work on the house. She later saw a sign in the window indicating that the property was for rent. She checked the title to the property and learned that it had been transferred to Donald Berger.

Dorothy Speight explained that neither she nor her husband sold 918 East Cheltenham Avenue. Furthermore, they did not appear before Quiles to notarize the deed and the signatures listed on the documents were not theirs. Moreover, neither Carlos Quiles nor

Kenneth Lyons had the authority to transfer the property, or to accept \$10,000 for the transfer.

**2305 N. 10<sup>TH</sup> Street**

Donald Berger testified that he also purchased 2305 North 10<sup>TH</sup> Street from Lyons. Prior to the purchase, Lyons used a key to enter the property and show it to Officer Berger. Officer Berger paid \$8,000 for the property via a certified check payable to Kenneth Lyons.

Detective Budka obtained a copy of a deed recorded at the Department of Records on June 7, 2006. The deed purports to transfer 2305 N. 10<sup>TH</sup> Street from Glyda Mae Mack to Donald Berger on May 22, 2006, for \$2,000.00. The deed was notarized that same day by James C. Taylor. The signature of a Willie Crosby appears on the third page of the deed verifying that Donald Berger's residence is the property location. The transfer tax certification recorded with the deed is signed by yet another individual, James Smith, and claims the transfer is tax exempt because "[t]axs (sp) to be pay by Glyda Mae Mack Property needs work to it."

Detective Budka investigated the identity of Notary Public, James C. Taylor, and learned that no such individual is a commissioned notary in Philadelphia in 2006. Thus, the notarial stamp and signature on the deed transferring 2305 N. 10<sup>TH</sup> Street to Donald Berger are not legitimate.

Officer Berger explained that Kenneth Lyons introduced him to a man named James Taylor. Lyons and Taylor told Donald Berger that James Taylor was a real estate agent with Exit Realty. Officer Berger identified Troy Baylor in a photo array as the

person he knew as James Taylor. Berger was not present when the documents were drafted, and did not see the documents until he received them in the mail.

Detective Budka also attempted to locate Glyda Mae Mack and discovered that she died in July 2001. Because Ms. Mack was dead in 2006, she could not have appeared before Ivan Delgado and could not have signed the deed transferring 2305 N. 10<sup>TH</sup> Street to Donald Berger. The signature on the deed is not her signature and Troy Baylor, posing as James C. Taylor, had no authority to notarize a document asserting that Ms. Mack signed in his presence. In addition, Kenneth Lyons had no authority to transfer the property, or to accept \$8,000 from Officer Berger for its transfer.

### **1831 N. Croskey Street**

Donald Berger told us that he purchased 1831 N. Croskey Street from Kenneth Lyons for \$8,000. He testified that he paid Lyons for the property by certified check, but could not specifically remember who the check or checks were made payable to. He told us that he never met the grantor listed on the deed, but that Lyons told him that he had proof of identification and paperwork for all of the grantors of all of the properties Officer Berger purchased. When Donald Berger asked Lyons for that paperwork, Lyons told him that the paperwork was stolen. Specifically, Lyons claimed that he had all of the paperwork in his car which was stolen. Officer Berger noted that during that same period of time, Lyons stopped driving the Cadillac he had always driven and began driving a pickup truck. Given the change in Lyons vehicle, Donald Berger believed that his car had been stolen.

Detective Budka testified that he obtained a copy of a deed recorded at the Department of Records on November 14, 2006. The deed transfers title to 1831 N. Croskey Street from Katherine Baldwin to Donald Berger on September 14, 2006, for \$10,000. The deed was notarized that same day by Enerolina M. Melendez. Ms. Baldwin's first name is spelled incorrectly with a "K" throughout the deed. The transfer tax certification recorded with the deed is signed by Donald Berger as the correspondent or responsible party for the transfer.

Detective Budka told us that he attempted to locate Catherine Baldwin and learned that she died on September 2, 2002, and thus was not alive in 2006. Ms. Baldwin could not have appeared before notary public, Enerolina M. Melendez on September 14, 2006, and the signature contained on the deed is not her signature.

Donald Berger spent \$46,000 purchasing the above referenced properties and an additional \$57,000 for seven other properties. He told us that he spent over \$20,000 for renovations and paid liens and back taxes owed on the properties. Although several of the titles to the properties he attempted to purchase were transferred into his name, in some instances Officer Berger made down payments of over \$10,000 for properties that were never transferred to him. Donald Berger testified that he secured mortgages against many of the properties and borrowed against his pension in order to afford to buy them.

#### **SECTION 4F - Baylor's Alter Identities**

Detective Budka and Officer Wong began investigating the creation and subsequent recording of fraudulent deeds involving an individual purporting to be "Tim Williams" because the "Tim Williams" signature appeared on so many deeds where the victim-buyers reported buying the property from Troy Baylor. During the course of the investigation, it became apparent that Troy Baylor was using the name Tim Williams on fraudulent deed paperwork.

Officer Wong testified that she interviewed notary public Lenora Irene Jackson, on April 11, 2007, regarding her notarization of fraudulent deeds containing the signature of Tim Williams. Ms. Jackson first told Officer Wong that she notarized "six or seven" deeds for Troy Baylor, who she identified by photograph. She further related that she worked at her neighborhood community center and that Baylor would come there when he wanted a deed notarized. In addition, Ms. Jackson told Wong that by April 2007 she had known Baylor for about twelve years. She admitted that she would often agree to notarize deeds without meeting the individuals who had purportedly signed them, a violation of the notarial code regulating notaries. Moreover, Ms. Jackson did not keep records of the deeds she notarized, nor did she ask to see identification or keep records of that identification. Ms. Jackson, however, did keep a ledger of the documents she notarized, which included some information on the deeds that she notarized for Baylor. Officer Wong further related that when she showed Ms. Jackson deeds containing Tim Williams' signature, Ms. Jackson indicated that she had notarized the deeds for Baylor. When shown the signature of Tim Williams, Ms. Jackson said that the signature looked like Baylor's signature. Ms. Jackson further related that Baylor would not always sign

his own name in her ledger. Indeed, he often signed other names and on one occasion Ms. Jackson even asked Baylor why he was signing a different name than his own. Baylor told her that he often used his mother's last name or his father's last name. Ms. Jackson could not remember the specific names.

Officer Wong further related that she interviewed 84 year old notary public Robert Bacone regarding his notarization of numerous deeds containing the signature of Tim Williams. Mr. Bacone had first become known to law enforcement regarding his involvement with the fraudulent transfer of 1729 N. Marston Street. When shown deeds that he notarized that contained Tim Williams' signature, Mr. Bacone said that he did not see Baylor sign Williams' name, but that Tim Williams' signature looked like Baylor's hand writing. Mr. Bacone further explained that he does not know anyone named Tim Williams. Moreover, Mr. Bacone identified all of the Tim Williams' deeds as deeds that he notarized for Baylor. Mr. Bacone further explained that he has known Baylor for many years.

Further evidencing that Troy Baylor and Tim Williams are one in the same, Epifanio Gil and Teresa Santos identified Troy Baylor as the person they bought their homes from. The deeds for those properties, located at 4324 Paul Street and 1813 Foulkrod Street contain the signature of Tim Williams, signing on behalf of the grantee and signing as correspondent or as the party responsible for the transaction. Moreover, both Mr. Gil and Ms. Santos explained that they dealt solely with Troy Baylor in purchasing the properties and paid him directly. Baylor said they would receive the deed paperwork in the mail confirming the transfer. Thus, Baylor took responsibility for recording the deed and accompanying paperwork. We find that Troy Baylor signed the

signature of Tim Williams as the responsible party. Indeed, when signing Tim Williams' signature on the 4324 Paul Street deed, Troy Baylor initially wrote the signature of Troy Williams and then altered the signature so that it appeared to be that of Tim Williams.

### **1945 Elston Street**

On October 31, 2005, Willie Parker contacted the Philadelphia District Attorney's Office regarding the fraudulent transfer of his property at 1945 Elston Street, in Philadelphia. Detective Budka interviewed Mr. Parker, and Mr. Parker testified before the Grand Jury on May 7, 2008. Mr. Parker related that in the Fall of 2005, he saw Durrell Watts, a man he had known for over thirty years, outside Mr. Parker's house at 1945 Elston Street. Watts informed him that he had bought the property at Sheriff sale. Mr. Parker told him that the house had not been sold. About one week later, Durrell Watts brought a copy of a deed to Mr. Parker showing him that title to the house had been transferred to his son, Kyle Watts, for \$1,000.00, not through Sheriff sale but by Mr. Parker. Mr. Parker reviewed the paperwork and saw that someone had forged his signature on the deed. Mr. Parker reiterated that he had not sold the house and told Watts that he was going to go to City Hall to straighten the situation out. Mr. Parker further explained that he did not receive any money as a result of the transfer of the property because he did not even know about it.

Detective Budka obtained a copy of a deed filed at the Department of Records on September 19, 2005. The deed shows that title to the property at 1945 Elston Street in Philadelphia was transferred by Willie Parker to Kyle Watts on September 9, 2005, for \$1,000.00. The deed was notarized that same day by "Ivan H. Delgado," Notary Public. The signature of Tim Williams appears on the third page of the deed and as

correspondent or responsible party for the transfer at the bottom of the Real Estate Transfer Tax Certification filed and recorded with the deed. An exemption from transfer taxes is also claimed on the transfer tax certification because “transfer taxes (sp) to be pay property in bad condition.”

Willie Parker further explained that he does not know anyone named Tim Williams or Ivan Delgado.

### **2008 W. Oxford Street**

Officer Wong testified that she obtained a copy of a deed recorded at the Department of Records on September 19, 2005. The deed transfers title to 2008 W. Oxford Street from Marvin Gillespie to Kesia Turner on August 30, 2005, for \$1,000. The deed was notarized that same day by notary public, Ivan H. Delgado. The signature of Tim Williams appears on the third page of the deed as appearing on behalf of the grantee and at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer. The transfer tax certification indicates that “transfer taxes (sp) to be pay.”

Officer Wong told us that she investigated the title transfer history of 2008 W. Oxford Street and learned that title to the property was transferred to Marvin Gillespie on August 23, 2004, by a deed recorded at the Department of Records on August 27, 2004. She further told us that the signature of Marvin Gillespie appearing on the transfer tax certification recorded with this previously recorded deed looks markedly different from Mr. Gillespie’s purported signature on the deed recorded on September 19, 2005.

Officer Wong also testified that she attempted to locate Marvin Gillespie and learned that he died on November 20, 2004. Mr. Gillespie was not alive on August 30, 2005, and thus, could not have appeared before notary public, Ivan H. Delgado on that date. The signature notarized by Delgado and contained on the deed is a forgery.

We the Grand Jury learned that Kesia Turner is the fiancé of Richard Smith, who testified that he owned 2008 W. Oxford Street but that he had title to the property placed in Kesia Turner's name to evade child support payments.

### **2641 W. York Street**

Officer Wong told us that she obtained a copy of a deed recorded at the Department of Records on August 11, 2005. The deed transfers title to 2641 W. York Street from Lonnie Brower to James Edwards Jr. on July 12, 2005, for \$1.00. The deed was purportedly notarized that same day by notary public, Ivan H. Delgado. The signature of Tim Williams appears on the third page of the deed verifying that the grantee's residence is the property location and at the bottom of the transfer tax certification as the correspondent or party responsible for the transfer. In addition, the transfer tax certification indicates that the transfer is exempt from taxation because it is a "transfer between father and son."

Officer Wong testified that she investigated the title transfer history of 2641 W. York Street and learned that the property was titled in Lonnie Brower's name as far back as 1976 and had never been transferred. She also attempted to locate Lonnie Brower and learned that he died on May 21, 1999. Mr. Brower was not alive and could not have appeared before notary public, Ivan Delgado in 2005 to sign the deed. Mr. Brower's

purported signature contained in the deed is a forgery. Officer Wong also told us that she attempted to locate Mr. Brower's family members and James Edwards Jr., but was unsuccessful.

**2330 N. 17<sup>TH</sup> Street**

Officer Wong obtained a copy of a deed, filed at the Department of Records on September 19, 2005, which shows the transfer of title to the property at 2330 N. 17<sup>TH</sup> Street, Philadelphia, by Edward Wilkinson to Richard Smith on August 30, 2005, for \$1.00 (a copy of this deed is attached as Exhibit E). The deed was notarized the same day by "Ivan H. Delgado," Notary Public. In addition, the deed contains the signature of "Tim Williams," who purports to represent, or to be present on behalf of the grantee, Edward Wilkinson. Attached to and recorded with the deed is a Philadelphia Real Estate and Transfer Tax Certification which also has the signature of Tim Williams as the correspondent or responsible party for the transfer. Moreover, the certification indicates that the transfer is exempt from taxes because it is a "transfer between borthers (sp)."

Detective Budka testified that he investigated the whereabouts of Edward Wilkinson, the titled owner of the property located at 2330 N. 17<sup>TH</sup> Street until August 30, 2005, when the property was purportedly transferred to Richard M. Smith. The investigation revealed that Mr. Wilkinson died February 25, 1999, and that he had no brother of record named Richard M. Smith. Moreover, 2330 N. 17<sup>TH</sup> Street was the second property investigated that was fraudulently transferred to Richard Smith.

Because Edward Wilkinson was deceased for several years prior to August 30, 2005; he could not have transferred the property. In addition, Mr. Wilkinson could not

have appeared before Notary Public Ivan H. Delgado on August 30, 2005, and the signature contained on the deed is not his signature.

Richard Smith testified before the Grand Jury and confirmed that he owns 2330 N. 17<sup>th</sup> Street . Initially, he told us that he bought 2330 N. 17<sup>TH</sup> Street from a mortgage company. He then changed his testimony and claimed that he bought 2330 N. 17<sup>TH</sup> Street from Quiles and his associates. He altered his initial testimony concerning 2330 N. 17<sup>TH</sup> Street even further by then claiming that, not only had he bought 2330 N. 17<sup>TH</sup> Street from Quiles, but that the property was a part of a “package deal” of four properties that he purchased from Quiles and an individual he could only identify as “Tony.” Smith stated that he has known Troy Baylor for over eight years. He testified that he met Quiles through Baylor who was employed as a “runner” by Quiles. Smith further claimed that he was duped by Quiles. He stated that he bought four properties from Quiles and Tony at \$8,000 per property, for a total of \$32,000, but that when there were problems with the title of one of those properties, Quiles never paid him back the \$8,000 he owed him. Smith explained that Baylor worked for Quiles showing properties to prospective buyers, but that Baylor never acted as a realtor with respect to any properties. Indeed during his testimony, Smith insisted on multiple occasions that Baylor was not integral to the fraudulent conveyance scheme that Smith claimed Quiles spearheaded. Not only did Smith acknowledge knowing Baylor for a number of years, but he also testified that Baylor was his tenant and rented a property from him at 2320 N. Woodstock Street.

Richard Smith testified that he owns a realty company called Smith Realty Group LLC. He told us that he initially did business out of his home at 728 Hawes Avenue in

Norristown, but then, shortly after beginning the company in the spring of 2004, moved his office to 2330 N. 17<sup>TH</sup> Street. Smith testified that Smith Realty buys and renovates properties in Philadelphia and then converts those properties to rental properties. He acknowledged that Smith Realty has used 2330 N. 17<sup>TH</sup> Street as its principle office location since 2005. He further acknowledged that he is not a licensed real estate agent or broker and claimed that he has never held himself out as either. Moreover, Smith testified that neither he nor Smith Realty has ever been involved in the sale of any real estate in Philadelphia. In addition, he claimed that he is not an owner or partner in any other business venture other than Smith Realty.

The Grand Jury heard the testimony of several witnesses, including Lorenzo Abreu, Alberto Matos, Ruben Rosario, Alberta Osborne, Onajay Osborne, Laconya Osborne, Daralease Brown and Alberta Cook, which contradicted and belied Richard Smith's testimony. Mr. Abreu, Mr. Matos, Mr. Rosario and the Osborne's testified that 2330 N. 17<sup>TH</sup> Street was the location of Richard Smith's and Troy Baylor's real estate office where all of the victims negotiated and purchased multiple properties which turned out to be fraudulently conveyed. Smith's own girlfriend, Alberta Cook, testified that Smith conducted business out of 2330 N. 17<sup>TH</sup> Street and claimed that he was a licensed real estate broker. Daralease Brown testified that she worked for Smith's company, Smith Realty Group, LLC located at 2330 N. 17<sup>TH</sup> Street. Brown claimed that Smith was the owner of multiple companies including Smith Realty Group, LLC which bought and sold real estate, a tax company and an insurance company.

### **4720 Whitaker Avenue**

Isabel Rivera contacted the Philadelphia District Attorney's Office on February 16, 2005. She explained that she owned a property located at 4720 Whitaker Avenue in Philadelphia since 2001. The property had been fraudulently transferred out of her name without her knowledge or permission. Ms. Rivera intended to pay someone to renovate the property and learned of the fraudulent transfer when she went to the home to clean it up. While she was at the property, someone arrived to look at it because it was being sold.

Detective Budka obtained a copy of a deed for 4720 Whitaker Avenue, in Philadelphia, recorded at the Department of Records on November 12, 2004. The deed purports to transfer the property from Isabel Rivera to Hector Melendez on September 14, 2004, for \$2,500.00. The deed was notarized that same day by "Ivan H. Delgado," Notary Public.

Detective Budka also obtained a copy of a deed recorded at the Department of Records on March 23, 2005. The deed purports to transfer the property at 4720 Whitaker Avenue from Hector Melendez to "Fennifer Marie Rivara / Angel Luis Roman" on February 11, 2005 for \$1.00. The deed was notarized on February 15, 2005, by "Robert E. Bacone," Notary Public. The signature of "Tim Williams" appears on the fourth page of deed "on behalf of the Grantees, "Fennifer M. Rivera and Angel Luis Roman." Attached to and recorded with the deed is a Philadelphia Transfer Tax Certification, which claims that the transfer is exempt from taxes because "taxs (sp) being transfer (sp) between from farther (sp) to son & daughter."

Isabel Rivera related that she does not know Hector Melendez, and she did not transfer her property at 4720 Whitaker Avenue to Hector Melendez, Fennifer Rivara or Angel Luis Roman, nor did she give anyone the authority to transfer the property.

### **226 E. Roosevelt Boulevard**

In April 2005, Norman Bey and his wife contacted the Philadelphia District Attorney's Office to report the fraudulent transfer of their property at 226 E. Roosevelt Boulevard. Mr. Bey related that he has owned the property since 2003. In April 2005, Bey attempted to pay his real estate taxes and discovered that the property was titled in the name of Marino Rodriguez.

Norman Bey testified before the Grand Jury. He told us that after learning his property had been fraudulently transferred, he obtained a copy of the deed for the property from the Department of Records. He provided the District Attorney's Office with a copy of the deed, which was obtained and reviewed by Detective Budka. Recorded March 23, 2005, and dated March 21, 2005, it purported to transfer the property from Norman Bey to Marino Rodriguez. The signature of "Tim Williams," purporting to represent or be present on behalf of Mr. Bey, appears on page four of the deed. Mr. Bey related that the signature which appears on the deed is not his, he did not transfer the property, nor give anyone permission to transfer the property. In addition, Mr. Bey did not appear before Notary Public Robert E. Bacone on March 21, 2005.

Mr. Bey explained that he hired a civil attorney to file a suit to quiet title to the property. He also went to the property many times to notify the residents that he was the legitimate owner of the property and that they had to move out. On one occasion, he

went to the property at night. A woman answered the door dressed in a nightgown. A man then came to the door, who Norman Bey identified in a photo array as Alberto Rodriguez (aka Herman Rodriguez<sup>24</sup>), dressed in shorts with no shirt. Mr. Bey called the police to the property, but they did not force Rodriguez and that unidentified woman to leave the property. On another occasion, Mr. Bey went to the property accompanied by Detective Budka. Mr. Bey explained that the same woman, who had previously answered the door dressed in a nightgown, answered the door of the property. Detective Budka identified that woman by photo as Maria Roman. Roman answered Detective Budka's questions about how she came to reside in the property with the assistance of Mr. Bey's Spanish speaking associate. At that time, Roman claimed that she was making payments to own the property to Marino Rodriguez, who she claimed had bought the property from Carlos Quiles and sold it to her.

Roman testified before the Grand Jury and initially told us, that she bought 226 E. Roosevelt Boulevard from Marino Rodriguez. When questioned about her previous identification of Alberto Rodriguez, who she knows as Herman Rodriguez, as the individual who sold her the house, she changed her testimony and stated that Alberto Rodriguez (aka Herman Rodriguez) sold her the property. She acknowledged that she was romantically involved with Rodriguez, but claimed that they were no longer in a relationship. She further testified that she did not know Rodriguez prior to approaching him about buying property in Philadelphia. Roman testified that when they first met, Rodriguez identified himself as Marino Rodriguez and she did not find out until some time later that his actual name was Herman.

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<sup>24</sup> The Grand Jury heard the testimony of two witnesses Alipia Tapia Cabrera and Maria Roman. Both witnesses identified Alberto Rodriguez by photo array and testified that they knew him to be Herman Rodriguez.

Roman acknowledged that during the time she and Rodriguez lived in the property, an unidentified man came to 226 E. Roosevelt Boulevard on multiple occasions and claimed ownership of the property. She further acknowledged that she was forced to move out of the house because of legal proceedings and claimed that she never recouped the money she paid Rodriguez for title to 226 E. Roosevelt Boulevard, or the money she spent renovating the property.

### **1729 N. Marston Street**

Officer Wong testified that she investigated a property located at 1729 N. Marston Street in Philadelphia. She related that she obtained a deed recorded at the Department of Records on January 24, 2005. The deed shows that the property at 1729 N. Marston Street was transferred by Lenora Moore to Henry A. Smith on January 5, 2005, for \$1.00. The deed contains the signature of Notary Public Robert E. Bacone, which is dated January 21, 2005. However, the fourth page of the deed contains language indicating that Lenora Moore appeared before Robert Bacone on January 13, 2005. That same page also contains the signature of Troy Baylor as appearing on behalf of the grantee. Attached to and recorded with the deed is a Philadelphia Real Estate Transfer Tax Certification. The certification is signed by Henry Smith as the correspondent or responsible party and indicates the transfer is exempt from taxes because “This is a bonafide transfer taxes are being paid into consideration.”

Officer Wong further related that she attempted to locate Lenora Moore. Her investigation revealed that Lenora Moore died on April 1, 1998. Thus, Ms. Moore was not alive on January 13, 2005, when the property on Marston Street was transferred to

Henry Smith, and she could not have appeared before Notary Public, Robert Bacone on that date and or on January 21, 2005, to sign a deed.

**138 E. Wyoming Avenue**

Officer Wong also investigated the title transfer of 138 E. Wyoming Avenue to Alberto Rodriguez (aka Herman Rodriguez). She told us that she obtained a copy of a deed recorded at the Department of Records on March 3, 2005. The deed purports to transfer title to 138 W. Wyoming Avenue from “Loren Starr & Anne Starr H/W” to “Albert Rodriguez”(sp) on March 2, 2005, for \$1.00. The notarial affidavit within the deed indicates that the document was notarized on March 2, 2005. However, notary public Robert Bacone’s signature is dated March 3, 2005. The signature of Tim Williams appears on the third page of the deed as appearing on behalf of the grantee verifying that Rodriguez’s residence is the property location. The signature of Alberto Rodriguez, dated March 3, 2005, appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer.

Officer Wong testified that she investigated the title history of 138 E. Wyoming Avenue. She learned that seven months after title to the property was purportedly transferred to Alberto Rodriguez (aka Herman Rodriguez), a subsequent deed was recorded at the Department of Records on October 3, 2005. That subsequent deed was filed by the Sheriff’s Department as a result of a legitimate sale of the property at sheriff auction. The deed transferred title to 138 E. Wyoming Avenue from Loren and Anne Starr to Nelly Alcantara on February 24, 2005, one week before the fraudulent deed was

recorded at the Department of Records. Troy Baylor and Alberto Rodriguez had no authority to transfer title to the property to Rodriguez.

**2217 W. Dauphin Street**

Officer Wong testified that she obtained a copy of a deed recorded at the Department of Records on November 30, 2006. The deed transfers title to 2217 W. Dauphin Street from James R. Winston to Mary L. Tucker on March, 17, 2005, for \$1.00. The deed was notarized that same day by notary public Robert Bacone. The transfer tax certification is dated September 26, 2005.

Officer Wong told us that she reviewed Robert Bacone's notarial register and found an entry dated March 17, 2005. The entry indicates that Mr. Bacone's notarial services were requested for a deed transferring 2217 W. Dauphin Street to Mary L. Tucker. Baylor's signature appears as the signature of the person whose signature is being notarized.

Officer Wong also told us that she attempted to locate James R. Winston and learned that he died on February 12, 1998. Mr. Winston was not alive to appear before Bacone in 2005 and his signature must be a forgery.

In addition to using the alias "Tim Williams" or "Tim William", the Grand Jury heard evidence that Troy Baylor used other aliases, including "James C. Taylor" and "James Baker" to conceal his involvement with the criminal enterprise<sup>25</sup>.

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<sup>25</sup> For details of Baylor's use of the alias "James C. Taylor" see discussion of the fraudulent transfer of 2455 N. Patton Street pages 81-82, and 2305 N. 10<sup>th</sup> Street pages 89-91. For details of Baylor's use of the alias James Baker see Section J and 1752 N. Dover Street on pages 146-148.

#### **SECTION 4G – Notary Lenora Jackson**

Lenora Irene Jackson testified before the Grand Jury twice. We did not find Jackson's testimony to be credible. Despite her written statement to Officer Wong, she initially testified that she only notarized three or four deeds for Troy Baylor. When confronted with her previous statement, in which she claimed to have notarized six or seven deeds for Baylor, she stated that she may have notarized a few more than three or four deeds. Jackson had told Officer Wong that she did not always meet the grantors listed on the deeds she notarized for Troy Baylor and that Baylor did not always sign his own name in the ledger she kept documenting her work as a notary. Moreover, Jackson acknowledged that the signature of Tim Williams appearing on seven deeds she notarized for Baylor looked like Baylor's handwriting. Contrary to her statement to Officer Wong, Jackson told us that she always met the grantors listed on every deed Baylor brought her and that he never signed anyone's name other than his own. Jackson testified that she always asked the grantors for their identification, but claimed that she was confused about whether she actually checked the identification they presented. She further asserted that, although she could not specifically remember every instance that she notarized a deed for Baylor, it was her policy that the grantors sign the deed and her ledger in her presence. Jackson told us that she never suspected Baylor of any illegitimate or criminal activity and that when Officer Wong executed a search warrant seizing her ledger and stamp and various documents and informed her of Baylor's conduct, she never notarized another document for him again.

The second time Jackson testified before us, she was confronted with her notarial ledger and questioned about some twenty deeds she notarized for Baylor. Jackson agreed

and was unable to explain why the purported grantor's signatures she notarized on those deeds looked markedly different from the grantor's signatures written in the corresponding entries of her ledger. Jackson was also unable to explain why the signatures on many of the deeds appeared to have been signed by the same person. Moreover, Jackson admitted that she lied when she claimed that she did not notarize any other documents for Baylor after her ledger and stamp were seized by Officer Wong. Indeed, not only did she notarize a deed for Baylor, but the page of her ledger corresponding to that notarial act was missing from her book and not provided to the Grand Jury until after she was confronted with its absence and it was specifically requested.

#### **2419 N. Patton Street**

Officer Wong testified that Bobby Bennett contacted the District Attorney's Office to report the fraudulent transfer of his property at 2419 N. Patton Street. Officer Wong obtained a copy of a deed recorded at the Department of Records on January 11, 2007. The deed purports to transfer title to 2419 N. Patton Street from Bobby Edward Bennet to "Jermaine Smith / Michelle Witherspoon" on January 3, 2007, for \$3,000. The deed was purportedly notarized that same day by notary public, Lenore Irene Jackson. The signature of Tyrone Davenport appears on page four of the deed verifying that the grantees' residence is the property location. The signature of Tim Williams as the correspondent or responsible party appears at the bottom of the transfer tax certification recorded with the deed.

Officer Wong testified that she interviewed Bobby Bennett and he told her that he owned 2419 N. Patton Street since 1981. He lived in the property until 1984, when he moved out of state. After he moved, his brother-in-law and later, sister-in-law lived in the property. His sister-in-law moved out of 2419 N. Patton Street when she could no longer afford to repair it. In 2001, Mr. Bennett moved back to Philadelphia, but could not afford to repair the house. In 2007, he began renovating 2419 N. Patton Street, but was told that he no longer owned it when he attempted to pay the back property taxes and water bill. Mr. Bennett told Officer Wong that he went to City Hall and obtained a copy of the fraudulent deed transferring 2419 N. Patton Street out of his name. He also told her that the signature on the deed is not his signature, he does not know Lenora Irene Jackson, Jermaine Smith or Michelle Witherspoon, and he did not give permission to anyone to transfer the property.

During her testimony, Lenora Jackson acknowledged that she notarized the 2419 N. Patton Street deed for Troy Baylor. She further acknowledged that the date of her notarial act indicated in her ledger is different from the date indicated on the deed. In addition, Jackson's ledger has two other entries for deeds notarized on the same date. Those entries appear to have all been made and signed by the same person, even though all three properties are owned by different people.<sup>26</sup>

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<sup>26</sup> Jackson's notarial ledger reflects that she notarized three deeds on January 8, 2007, for the following properties: 2462 N. Patton Street, 2447 N. Patton Street and 2419 N. Patton Street. All three deeds were recorded at the Department of Records on January 11, 2007 and contain the signatures of Tyrone Davenport and Tim Williams. In addition, the signatures of the grantors of all three deeds appear to have been signed by the same person. The title transfer of 2462 N Patton Street and 2447 N. Patton Street are discussed in Section J.

**418 N. Salford Street**

Detective Budka testified that he obtained a copy of a deed recorded at the Department of Records on November 3, 2005. The deed transfers title to 418 N. Salford Street from James Ellison and Helen L. Ellison to Richard M. Smith on October 30, 2005, for \$500. The deed was notarized that same day by Lenore Irene Jackson. The signature of Tim Williams appears on page three of the deed as appearing on behalf of the grantee and verifying that the grantee, Richard M. Smith's, address is 418 N. Salford Street. Tim Williams' signature also appears at the bottom of the transfer tax certification recorded with the deed as the correspondent or responsible party for the transfer and is dated October 30, 2005. The certification indicates that the transfer is exempt from tax because it is a "transfer between sister and brother." No transfer taxes were paid for the transaction.

Detective Budka told us that he investigated the whereabouts of the Ellison's and that he could not locate Helen Ellison, but confirmed that James Ellison died January 11, 1998. James Ellison was not alive in 2005 and could not have appeared before notary public, Lenora Irene Jackson. Thus, the signature contained on the deed transferring 418 N. Salford Street to Richard Smith is a forgery. Neither Richard Smith, nor Troy Baylor had the authority to transfer title to 418 N. Salford Street to Smith.

### 5227 McKean Avenue

We heard that Richard Dabney contacted the District Attorney's Office to report the fraudulent transfer of his property at 5227 McKean Avenue. He and his wife, Alvinia Dabney purchased 5227 McKean Avenue in 1994 as an investment property and both Mr. Dabney and Mrs. Dabney were listed as owners on the deed. 5227 McKean Avenue was transferred without their authority or permission by a fraudulent deed that listed only Mrs. Dabney as the property's owner.

Officer Wong told us that she obtained a copy of a deed recorded at the Department of Records on August 16, 2006. The deed transfers title to 5227 McKean Avenue from Alvinia Dabney to Rayna K. McGill on August 10, 2006, for \$5,000. The deed was notarized that same day by Lenora Irene Jackson. The signature of Tim Williams appears on both the third page of the deed verifying that the grantee's residence is the property address and at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer.

Officer Wong testified that she also obtained a copy of a deed recorded at the Department of Records on February 20, 2007. The deed transfers title to 5227 McKean Avenue from Rayna McGill back to Alvinia Dabney on February 19, 2007, for \$2,000. The deed was notarized that same day by notary public, Laconya Osborne.<sup>27</sup> The signature of Tyrone Davenport appears on the fourth page of the deed verifying that the grantee's residence is the property location and at the bottom of the transfer tax

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<sup>27</sup> Laconya Osborne testified before the Grand Jury. She told us that she notarized about twenty deeds for Richard Smith and Troy Baylor. Laconya Osborne's mother and brother bought multiple properties from Troy Baylor who was in business with Richard Smith. Osborne's testimony, as well as the testimony of her family members, is discussed in detail in Section J.

certification as the correspondent or responsible party for the transaction.<sup>28</sup>

Officer Wong reviewed Lenora Irene Jackson's notarial ledger and noted that the entry corresponding to the deed she notarized transferring title to 5227 McKean Avenue was dated August 15, 2006, not August 10, 2006 as was indicated on the deed. In addition, Jackson did not correctly indicate that she was notarizing a deed, but instead wrote that she was notarizing a "transfer tax" document. Moreover, the purported signature of Alvinia Dabney in her ledger looks nothing like the purported signature of Alvinia Dabney on the deed.

Officer Wong testified that she interviewed Richard Dabney and he told her that his house had been fraudulently transferred. Mr. Dabney further explained that he learned of the fraud when he received a letter from the Department of Records indicating that a deed had been filed recently transferring title to the property. The letter indicated that Mr. Dabney should contact the Department of Records if the transfer was fraudulent. Mr. Dabney did as he was directed and obtained a copy of the fraudulent deed containing his wife's forged signature. Neither Mr. nor Mrs. Dabney appeared before notary public, Lenora Irene Jackson, and they do not know Tim Williams whose signature appears twice on the deed. Mr. Dabney told Officer Wong that he and his wife did not give permission to anyone to transfer their property, and they received no consideration for the transfer.

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<sup>28</sup> Alberta Osborne told us that she purchased multiple properties from Troy Baylor who was in business with Richard Smith. After purchasing the properties, Osborne hired Smith to renovate them. She further testified that she knew Tyrone Davenport because he worked for Smith's construction business. Alberta Osborne's testimony is discussed in further detail in Section K.

**2425 N. Clarion Street**

Officer Wong testified that she reviewed Lenora Irene Jackson's notarial register including three entries dated August 29, 2006. All three entries failed to indicate what type of document was being notarized, and thus, were incomplete. The third entry purported to be for Glenn Fox at 2425 N. Clarion Street.

Officer Wong testified that she investigated the title history of 2425 N. Clarion Street and obtained a copy of a deed recorded August 30, 2006 (a copy of this deed is attached as Exhibit F). The deed transfers title to 2425 N. Clarion Street from Glenn Fox to BNB Realtors on August 27, 2006, for \$5,000. The deed purports to have been notarized that same day by notary public, Lenora Irene Jackson. Jackson's ledger, however, indicates that the deed was actually notarized on August 29, 2006. Notably, the purported signature of Glenn Fox in Jackson's ledger looks markedly different from Fox's purported signature on the deed. The signature of Tim Williams appears on the third page of the deed verifying that the grantee's residence is the property location and on the fourth page at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer. That signature is dated August 27, 2006.

Officer Wong told us that she also obtained a copy of a subsequently filed deed recorded at the Department of Records on April 28, 2008. The deed transfers title to 2425 N. Clarion Street from BNB Realtor to Cornell A. Vanleer on April 22, 2008, for \$2,500. Troy Baylor signed the second and third page of the deed as the grantor and CEO of BNB Realtor. The deed indicates that Lenora Irene Jackson (aka Lenora Jackson Evans) notarized the document on April 22, 2008. Baylor's signature also appears at the

bottom of the transfer tax certification as the correspondent or responsible party for the transfer and is dated April 22, 2008.

Officer Wong told us that she interviewed Glenn Fox and he confirmed that title to 2425 N. Clarion Street was fraudulently transferred to BNB Realtors. He told Officer Wong that he was the owner of 2425 N. Clarion Street and that he used to rent the property to an elderly couple. When the couple moved out, the property was left vacant. He never sold, nor gave anyone permission to sell the property and does not know anyone named Tim Williams or of a business named BNB Realtors. In addition, Mr. Fox does not know and has never appeared before a notary named Lenora Irene Jackson. Mr. Fox further explained that the signature on page two of the deed purporting to be his was not his signature.

When Lenora Irene Jackson testified before the Grand Jury, she acknowledged notarizing the 2006 deed for Troy Baylor that transferred 2425 N. Clarion Street to BNB Realtor. And although initially she told us that she did not notarize any documents for Baylor after April 10, 2007, when confronted with the 2425 N. Clarion deed transferring title to Cornell Vanleer on April 22, 2008, Jackson admitted that her earlier testimony was a lie. Jackson further acknowledged that the page of her notarial ledger containing the entry documenting the transfer had been removed. She claimed that she forgot to tell the members of the Grand Jury that her eighteen month old grandchild accidentally tore the page from her notarial ledger.

**2908 N. 7<sup>TH</sup> Street**

Officer Wong told us that she also noted irregularities with Jackson's notarial register entry related to 2908 N. 7<sup>TH</sup> Street. Specifically, she noted that the grantor's name and signature had been whited-out and written over. She investigated the title transfer history of 2908 N. 7<sup>TH</sup> Street and obtained a copy of a deed recorded September 23, 2005. The deed transfers title to 2908 N. 7<sup>TH</sup> Street from Sanchez Cruz to Maricelis Santhez on September 22, 2005, for \$1,000. The deed purports to be signed by the grantor Sanchez Cruz and was notarized by notary public, Ivan Delgado on September 22, 2005. The signature of Tim Williams verifying that the grantee's residence is the property location appears on the same page as Delgado's stamp and signature. The signature of Maricelis Santhez appears at the bottom of the transfer tax certification and is dated September 22, 2005.

Officer Wong told us that she also obtained a copy of a deed recorded at the Department of Records on November 4, 2005. The deed claims to be a corrective deed correcting "the spelling of the Grantor's and Grantee's names" on the deed recorded September 23, 2005. The "corrective deed" transfers 2908 N. 7<sup>TH</sup> Street from Santiago Cruz to Maricelis Sanchez on October 30, 2005, for \$1,000. The signature of the purported grantor, Santiago Cruz, appears on the third page of the deed and was notarized by Lenora Irene Jackson on October 30, 2005. The signature of Tim Williams appears on the fourth page of the deed verifying that the grantee's address is 2908 N. 7<sup>TH</sup> Street. Tim Williams' signature also appears at the bottom of the transfer tax certification as the correspondent or responsible party and is dated October 30, 2005.

Officer Wong further testified that she investigated the title history of 2908 N. 7<sup>TH</sup> Street prior to 2005 to determine the actual names of the legitimate owner. She told us that she obtained a copy of a deed dated January 11, 1966, transferring title to 2908 N. 7<sup>TH</sup> Street from John J. Smith to Cruz D. Santiago and Felicita Santiago his wife. Thus, the legitimate owners of 2908 N. 7<sup>TH</sup> Street are Cruz and Felicita Santiago, not Sanchez Cruz or Santiago Cruz. Clearly, Baylor, Delgado and Jackson did not even know the legitimate owners' names let alone have authority to transfer title to the property.

We found Lenore Irene Jackson's testimony incredible. She more than minimized her involvement in Troy Baylor's criminal activity by initially testifying that she notarized only three or four deeds for Baylor. In addition, when confronted, she was forced to admit that she lied to the members of the Grand Jury when she testified that she did not notarize any documents for Baylor once she learned of his criminal conduct. Not only did she notarize a document for Baylor after a search warrant was executed seizing among other items her notarial book and stamp, but the document she notarized was a deed for a property that previously had been fraudulently conveyed by the enterprise by a deed notarized by Jackson. Moreover, we found that she attempted to conceal her lie by removing a page from her notarial register evidencing the notarial act. Moreover, we found that she purposefully attempted to conceal her involvement with the organization by creating misleading entries in her notarial ledger that were not only misdated, but also often did not provide an adequate or accurate description of the type of document she notarized and always failed to indicate Baylor's involvement. In addition, we found her contention that she was unfamiliar with deed transactions belied by her resume which indicates that she completed a course in real estate at the Community College of

Philadelphia, was employed as an assistant property manager for nearly four years and the Director of Strawberry Mansion Housing Coalition and Strawberry Mansion Citizen Participation Council, Inc/CDC for nearly eleven years. As the director, Jackson's duties included screening applicants for home ownership and attending housing related meetings. Moreover during the execution of a search warrant, law enforcement seized copies of various deeds notarized by Jackson that are unrelated to this investigation. Given that Jackson's role as notary public was instrumental to the scheme, we found her contention that she was an unknowing victim to be incredible and believe that she was an active participant in the criminal conduct of the enterprise.

#### **SECTION 4H – Daralease Brown**

Officer Wong also testified that her investigation revealed that Troy Baylor's ring of conspirators was broader than initially suspected. She and Detective Budka uncovered evidence that he also fraudulently transferred properties in concert with Richard Smith and Daralease Brown, operating out of what purported to be a legitimate home office. And again, he often attempted to conceal his involvement by using the name Tim Williams on the fraudulent deeds that were recorded. Officer Wong's findings were supported by former Central Detective Division Sergeant Joseph Motto's previous preliminary investigation of these individuals<sup>29</sup>. Sergeant Motto related to Detective Budka that based on complaints made to the Philadelphia Police Department regarding the fraudulent transfer of properties, he had contacted and spoke with Notary Public, Robert E. Bacone, who had notarized some questionable deeds. Sergeant Motto further

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<sup>29</sup> This investigation, like that of 5411 N. 3<sup>RD</sup> Street, was taken over by the Economic & Cyber Crime Unit.

explained that Mr. Bacone related that he had notarized the suspicious deeds for Troy Baylor. Mr. Bacone gave Sergeant Motto a business card and told him that he was given the card by Baylor who told him that he was working with the Realty Company and individuals indicated on that card. The business card was for “Smith Realty Group, LLC” and listed Richard M. Smith as “C.E.O.” and Courtney Smith and Daralease Brown as “agents” of the company.

**2257 N. 17<sup>TH</sup> Street**

We heard that Veronica Smith contacted the Philadelphia District Attorney’s Office to complain about the fraudulent transfer of her familial home located at 2257 N. 17<sup>TH</sup> Street in Philadelphia and that Officer Wong later interviewed Ms. Smith. Ms. Smith related that the house was titled to her grandmother, Elizabeth Allen, who died in 1984. After her grandmother’s death, other family members lived in the house, including Veronica Smith, who made the property her primary residence until October 2004. In February 2005, Ms. Smith’s father moved into the house and Ms. Smith would periodically stay with her father at the property. In May 2005, Ms. Smith received a letter, dated April 28, 2005, at 2257 N. 17<sup>TH</sup> Street, sent by the City of Philadelphia, indicating that the property was transferred to Daralease Brown by a deed recorded on April 20, 2005. Ms. Smith related that she does not know Daralease Brown. During that same month, Veronica Smith was contacted by a neighbor and informed that there were people in 2257 N. 17<sup>TH</sup> Street. Ms. Smith’s elderly father had allowed the two unknown individuals to enter the home. In response to her neighbor’s phone call, Ms. Smith left work, went to 2257 N. 17<sup>TH</sup> Street and found these individuals, a man and a woman, still

in the house. When Ms. Smith inquired about their presence, the woman told her that she was there to appraise the house because it was up for sale. When Ms. Smith contended that the property was not up for sale, the woman placed a call on her cell phone, spoke with someone and then passed the phone to Ms. Smith. The person on the other end of the line identified himself as Richard Smith,<sup>30</sup> who Veronica Smith knew to be her aunt, Alberta Cook's, boyfriend and who she also knew invested in and sold real estate, despite what he may have told the Grand Jury.<sup>31</sup> Veronica Smith told Officer Wong that Richard Smith told her that someone bought the property at sheriff sale and that he was the realtor in charge of now selling it for them. Veronica Smith explained that the property never went to sheriff sale. She identified Richard Smith and Alberta Cook by photograph to Officer Wong.

Ms. Smith related that, in July 2005, she received additional mail, as well as documentation, addressed to Daralease Brown at 2257 N. 17<sup>TH</sup> Street. The letter was dated June 16, 2005, and was from "Home 123 Corporation." The letter referred to Daralease Brown as an applicant and indicated that she had applied for an adjustable rate mortgage on the property at 2257 N. 17<sup>TH</sup> Street. The documentation further indicated that Brown had requested a loan in the amount of \$54,201.52 at annual percentage rate of 10.286% and finance charge of \$127,128.20. Ms. Smith contacted Home 123 and a loan officer of that company, whose first name is Frank, informed her that Daralease Brown was taking out the loan and that Alberta Cook, of 2311 N. 17<sup>TH</sup> Street in Philadelphia,

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<sup>30</sup> Although the victim, Veronica Smith, and Richard Smith share the same last name, they are not related to each other.

<sup>31</sup> Richard Smith testified before the Grand Jury and told us that he was not a licensed real estate agent or real estate broker and he did not sell real estate.

was her witness. In addition, the representative explained that Richard Smith had also been present to verify Daralease Brown's ownership of the property.

Officer Wong obtained a copy of a deed filed at the Department of Records on April 20, 2005. The deed shows that the property at 2257 N. 17<sup>TH</sup> Street in Philadelphia was transferred by Elizabeth Allen to Daralease R. Brown on "April 15, 20\_\_," for \$1.00. The deed contains the signature of Notary Public, Robert E. Bacone, which is dated April 20, 2005. However, the fourth page of the deed contains language indicating that Elizabeth Allen appeared before Robert Bacone on April 15, 2005. That same page also contains the signature of "Troy Williams" as appearing on behalf of the grantee. Attached to and recorded with the deed is a Philadelphia Real Estate Transfer Tax Certification. The certification is signed by Tim Williams as the correspondent or responsible party and indicates the transfer is exempt from taxes because "Transfer from mother to daughter."

We heard that Ms. Allen was not alive on April 15, 2005, when the property at 2257 N. 17<sup>TH</sup> Street was transferred to Daralease Brown, and she could not have appeared before Notary Public, Robert Bacone on that date and/or on April 20, 2005, to sign a deed. The signature contained on the deed, therefore, is not her signature.

Veronica Smith explained that her grandmother does not have a daughter named Daralease Brown. In addition, Ms. Smith does not know Robert Bacone, Troy Williams, Tim Williams, or even Troy Baylor.

**2404 N. Clarion Street**

Officer Wong also related that she obtained a copy of a deed for 2404 N. Clarion Street filed at the Department of Records on November 3, 2005. The deed shows that 2404 N. Clarion Street in Philadelphia was transferred by Lottie Mae “Hamilton” to Daralease R. Brown on October 30, 2005, for \$500.00. The deed was notarized that same day by “Lenora Irene Jackson,” Notary Public. The fourth page of the deed contains the signature of Tim Williams on behalf of the grantee and the last page, titled Philadelphia Real Estate Transfer Tax Certification, is also signed by Tim Williams as correspondent or responsible party. The transfer is claimed to be exempt from taxes because it is a “transfer between sister’s (sp) from sister to sister.”

Officer Wong further related that she interviewed Ernestine Stewart, the daughter of Lottie Mae Hamilton. Ms. Stewart explained that her mother died over ten years ago. Ms. Hamilton never sold or gave anyone permission to transfer or sell 2404 N. Clarion Street in 2005. Ms. Stewart further explained that she does not have an aunt nor does her mother have a sister named Daralease Brown.

Lottie Mae Hamilton was not alive on October 30, 2005, when 2404 N. Clarion Street was transferred to Daralease Brown, she could not have appeared before Notary Public Lenora Irene Jackson on that date, and the signature contained on the deed is not her signature.

**4859 N. 9<sup>TH</sup> Street**

On July 25, 2006, Charmaine Tarlton contacted the Philadelphia District Attorney's Office regarding the fraudulent transfer of her parent's house at 4859 N. 9<sup>TH</sup> Street in Philadelphia. Subsequently, Officer Wong interviewed Ms. Tarlton and testified that Ms. Tarlton told her that her parents, William and Ruth Rorer, both died in 2003 and that her brother, Christopher Rambert, is living in their home. In the beginning of July 2006, an unidentified individual came to 4859 N. 9<sup>TH</sup> Street and told her brother that the property had been sold and that he had two weeks to vacate the premises. Ms. Tarlton further related that she went to City Hall to investigate the title history of the property and discovered that the title of the property had been transferred to Daralease Brown. Neither of her parents was alive in 2006 to appear before notary public Rebecca Robinson and the signatures which appear on the deed are forgeries. Ms. Tarlton explained that she does not know Daralease Brown or Rebecca Robinson and neither her, nor her brother gave permission for the property at 4859 N. 9<sup>TH</sup> Street to be transferred or sold.

Officer Wong related that she too investigated the title history of the property located at 4859 N. 9<sup>TH</sup> Street and obtained a deed filed at the Department of Records on June 20, 2006. The deed indicates that title to the property at 4859 N. 9<sup>TH</sup> Street in Philadelphia was transferred from William Roher and Ruth Roher to Daralease R. Brown on May 4, 2006, for \$2,000.00. The deed was notarized that same day by, Notary Public, "Rebecca Robinson." The real estate transfer tax certification filed and recorded with the deed claims that the transfer is tax exempt because the "property in need of massive repair." Presumably, another basis for the exemption also is claimed, however, it is hand written and illegible, and thus, incomprehensible.

### **2015 W. Oxford Street**

Detective Budka testified that he obtained a copy of a deed recorded June 20, 2006, transferring title to a property located at 2015 W. Oxford Street from James Nix to Daralease R. Brown on May 4, 2006, for \$1,000. The deed was purportedly notarized that same day by notary public, Rebecca A. Robinson. The transfer tax certification recorded with the deed claims a tax exemption and states, “[i]n agreement that taxes and water bill is to be paid by Mr. Nix.”

Detective Budka told us that he interviewed James Nix. Mr. Nix explained that he did not sell or authorize anyone to sell his home. He further related that he bought the house in 1992 and rented it out. The property was left unoccupied in 2002. After some time had passed, Mr. Nix began fixing the house only to discover in July 2006, that it had been transferred out of his name. Mr. Nix found an address for Daralease Brown in Norristown at 728 Haws Avenue. He went to that location a couple of times, but no one answered the door.

### **SECTION 4I – Diana Torres**

After reviewing evidence recovered during the search warrant executed at the 2710 N. Front Street office, Officer Wong investigated the title history of two properties purchased by Diana and Joselito Torres. Officer Wong told us that she interviewed Diana Torres, who explained that she bought the two properties from Troy Baylor, one of

which is 2562 N. 32<sup>ND</sup> Street.<sup>32</sup> Ms. Torres identified Baylor in a photo array and told Officer Wong that he introduced her to his business partner who went by the name “Silky.” When shown a copy of Richard Smith’s business card for Smith Realty, LLC, Ms. Torres identified the card as Silky’s business card.

After purchasing two properties from Baylor, Dianna Torres recommended Baylor to her friend, Lorenzo Abreu and introduced Mr. Abreu to Baylor personally. Ms. Torres did not discover that there were any issues with the purchase of either of her two properties until several months later.

**2526 N. 32<sup>ND</sup> Street**

Officer Wong testified that she obtained a copy of a deed recorded at the Department of Records on January 12, 2005. The deed transfers title to 2526 N. 32<sup>ND</sup> Street from “Karltn Nathnel Taylor” to Joselito Torres on January 5, 2005, for \$1.00. The third page of the deed includes the signature of the grantor with the grantor’s middle name spelled “Nathanel.” The deed was notarized that same day by notary public, Robert E. Bacone. Each of Bacone’s signatures, however, is individually dated January 12, 2005. The signature of Tim Williams Sr. appears on the fourth page of the deed verifying that the grantee’s residence is the property location.

Officer Wong testified that she interviewed Diana Torres about the purchase of 2526 N. 32<sup>ND</sup> Street. Ms. Torres told Officer Wong that she and her husband bought 2526 N. 32<sup>ND</sup> Street from Troy Baylor. Ms. Torres told Officer Wong that her husband,

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<sup>32</sup> A detailed discussion of the transfer of 2563 N. 31<sup>ST</sup> Street is not included within the presentment because Officer Wong has been unable to confirm whether that property was fraudulently conveyed by the criminal enterprise.

Joselito Torres, owns a corner grocery store. Ms. Torres further told Officer Wong that she met Baylor because he used to live in the neighborhood and shopped at the store. Once when he was in the store, Baylor told Ms. Torres that he had investment properties for sale. Ms. Torres told Baylor that she was interested in purchasing such a property. Baylor then introduced Diana Torres to his business associate, who referred to himself as “Silky,” and who, based on his own and Baylor’s representations, was a licensed real estate broker with a business located in Norristown. The first property Ms. Torres bought from Silky and Baylor was located at 2563 N. 31<sup>ST</sup> Street, only a few blocks away from her husband’s store. Baylor told her that he would sell her the property for only \$7,000 if she also purchased a property located at 2526 N. 32nd Street for \$8,000. Ms. Torres agreed to purchase both properties.

Baylor told Ms. Torres that 2526 N. 32<sup>ND</sup> Street was for sale and explained that he used to live at the property and knew the owner of the house, Karlton Taylor. Baylor told Diana Torres that Taylor wanted him to find a buyer and sell the house for him. Diana told Officer Wong that she paid \$8,000 in cash for the property to Baylor. She was not present when the deed was prepared. Mr. Torres signed the transfer tax certification recorded with the deed at his grocery store.

In the summer of 2005, the Torreses began renovating the property. Near the end of the year, a man came to their grocery store, told them that he was Karlton Taylor and accused the Torreses of stealing his property. Diana Torres told Taylor that she bought the property from Troy Baylor and called Baylor on the phone to arrange a meeting. Baylor, Karlton Taylor and the Torreses met a few hours later at Mr. Torres’ grocery store. Ms. Torres explained that Troy Baylor and Karlton Taylor knew each other from

the neighborhood and were friendly towards each other. During the meeting, Mr. Taylor questioned the fact that the deed transferring title to Joselito Torres indicated that he only paid \$1.00 for the property. In front of Taylor and Baylor, Diana Torres explained that she paid \$8,000 in cash to Baylor for the property and that Baylor was responsible for preparing the deed paperwork and said that the \$1.00 amount indicated on the deed would save her money on the transfer tax. Ms. Torres also stated that Mr. Taylor told her he was going to take the house away from her because he was the owner. Mrs. Torres told him that if he wanted the house back, he should pay her the money that she spent to buy and renovate the property. In response, Mr. Taylor told her that he was not going to pay her anything and he would see her in court.

Taylor did not attempt to contact Diana and Joselito Torres for many months. They assumed Taylor had resolved his problem with Troy Baylor and resumed renovating the property. Months later, once the house was completely renovated, converted into apartments and rented out, Ms. Torres received notice that Mr. Taylor had filed a suit against her and her husband to regain title to the property. Title to 2526 N. 32<sup>ND</sup> Street was transferred from Joselito Torres to Karlton Taylor on January 3, 2008, by a Court of Common Pleas Order. The Torres never received any of the \$8000 back from Baylor.

#### **SECTION 4J – Lorenzo Abreu, Alberto Matos and Ruben Rosario**

Lorenzo Abreu, his brother-in-law Alberto Matos, and his nephew Ruben Rosario all appeared before the Grand Jury. Based on the recommendations of a friend attending school in the area, the three relatives became interested in Philadelphia real estate. They attempted to purchase several properties in Philadelphia, and gave tens of thousands of dollars to Troy Baylor and Richard Smith and invested tens of thousands more to refurbish homes with hopes of renting to students in the neighborhoods near Girard College and Temple University campuses.

Lorenzo Abreu testified that he initially met Troy Baylor in the summer of 2006. He was introduced to Baylor by his childhood friend Diana Torres, who had purchased two homes from Baylor with her husband, Joselito Torres. Based on her recommendation, Mr. Abreu met Baylor at Torres' grocery store. Baylor gave Mr. Abreu a card presenting himself as a realtor with BNB Realty, and took Mr. Abreu on a tour of certain areas of Philadelphia where Baylor claimed to do business. Mr. Abreu did not purchase any properties at this first meeting.

Approximately nine months later, Lorenzo Abreu returned to meet with Baylor. This time he brought along his brother-in-law Alberto Matos and his nephew Ruben Rosario. At Baylor's direction, the three went to a purported satellite office of BNB Realty at 2330 North 17<sup>TH</sup> Street.<sup>33</sup> A business sign in the window of the row home read "BNB Realty" and displayed a telephone number. Lorenzo Abreu described the room as a regular room for a house, except for the presence of a table, computer, couch, and

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<sup>33</sup> As previously discussed, this house was stolen from Edward Wilkinson in 2005 and now fraudulently titled to Richard Smith.

television. Baylor introduced the three relatives to Richard Smith, who, they explained, preferred to go by “Silky”.

Abreu, Matos, and Rosario began negotiating with both Baylor and Smith. Baylor explained that due to his role as a community activist, individuals would approach him for help in selling their homes, often to pay off debts and get rid of liens. He elaborated, explaining how he had a friend in City Hall who would inform him about properties in Philadelphia that were being condemned. During the course of negotiations, Smith was actively involved in finalizing the price. Matos was confused at Smith’s interference with his business with Baylor so he confronted Baylor, asking if they were dealing with Smith or Baylor. In response, Smith instructed them to deal with Baylor. At the conclusion of the meeting, the three relatives paid Baylor and Smith \$1,000 to process the paperwork necessary for transferring title to the properties they decided to buy.

Shortly after this meeting, Abreu, Matos, and Rosario returned to 2330 N. 17<sup>TH</sup> Street to pay for the properties. Baylor and Smith claimed they could not cash Matos’ check in Philadelphia, so Matos met Baylor and Smith at a Bank of America branch in East Brunswick, NJ to cash the check. While Matos and Baylor entered to complete the transaction, Smith waited in the car. Baylor explained to the bank teller that he was involved in real estate, presented his driver’s license, and received the cash.

At the next meeting, Abreu and Matos each received two deeds from Baylor. Baylor also gave three deeds to Rosario. At a later date, Smith gave Abreu and Matos the deeds for their remaining properties.

All three men identified both Troy Baylor and Richard Smith in photo arrays. Lorenzo Abreu purchased three properties: 2313 N. 17<sup>TH</sup> Street, 2254 N. Sydenham Street, and 2335 N. 17<sup>TH</sup> Street. Alberto Matos purchased four properties: 2030 W. Oxford Street, 2214 N. Sydenham Street, 2325 N. 17<sup>TH</sup> Street, and 2037 W. Oxford Street<sup>34</sup>. A fifth property, 1739 Willington Street, was also transferred into his name for an additional \$2,000 after issues arose regarding 2214 N. Sydenham Street. Ruben Rosario purchased six properties: 1620 Edgley Street, 1913 W. Norris Street, 1715 Edgley Street, 1609 W. Diamond Street, 2023 N. 16<sup>TH</sup> Street, and 2120 N. 17<sup>TH</sup> Street.

**i - Properties purchased by Lorenzo Abreu**

**2313 N. 17<sup>TH</sup> Street**

Officer Wong obtained a copy of a deed to 2313 N. 17<sup>TH</sup> Street from the Department of Records (a copy of this deed is attached as Exhibit G). The deed recorded on January 29, 2007, purports to transfer title to 2313 N. 17<sup>TH</sup> Street from John and Susie Willard to Lorenzo Abreu on January 24, 2007 for \$3,000. Rebecca Robinson notarized the documents. The signature of James Baker appears on the fifth page of the deed and at the bottom of the transfer tax certification recorded with the deed as the signature of the correspondent or responsible party for the transfer. The signature of James Baker appearing at the bottom of the transfer tax certification is dated January 24, 2007. The certification further indicates that \$11,753.48 was paid for the property in other consideration.

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<sup>34</sup> A detailed discussion of the transfer of 2037 W. Oxford Street is not included within the presentment because Officer Wong has been unable to confirm whether that property was fraudulently conveyed by the criminal enterprise.

Officer Patricia Wong testified that her investigation revealed that John Willard died in January 1981, while Susie Willard passed in November 1983. Therefore, neither John nor Susie Willard was alive in 2007 when the title to the 2313 N. 17<sup>TH</sup> Street was transferred to Mr. Abreu, and they could not have appeared before Robinson to sign the deed.

Mr. Abreu testified that he paid a total of \$30,000 by a check drafted by Matos for the properties at 2313 N. 17<sup>TH</sup> Street, 2254 N. Sydenham Street, and 2335 N. 17<sup>TH</sup> Street. Each property cost Lorenzo Abreu \$10,000. In addition, Mr. Abreu paid between \$5,000 and \$6,000 in taxes, liens, and encumbrances for 2313 N. 17<sup>TH</sup> Street. In total, he spent between \$15,000 and \$16,000 on the property. Richard Smith and Troy Baylor had no authority either to transfer the property or to accept \$10,000 from Lorenzo Abreu.

#### **2254 N. Sydenham Street**

Officer Wong told the Grand Jury that she obtained a copy of a deed to 2254 N. Sydenham Street, recorded at the Department of Records on January 29, 2007. The deed purports to transfer title to 2254 N. Sydenham Street from Alma and Joshua Anderson to Lorenzo Abreu on January 24, 2007 for \$3,000. The deed was notarized that same day by notary public Rebecca Robinson. The signature of James Baker appears on the fifth page of the deed as appearing on behalf of Lorenzo Abreu and verifying that his residence is the property address. The signature of James Baker dated January 24, 2007, also appears at the bottom of the transfer tax certification recorded with the deed as the signature of the correspondent or responsible party for the transfer. The certification

further indicates that an additional \$2,499.92 was paid for the property in other consideration.

Lorenzo Abreu testified that he purchased 2254 N. Sydenham Street for \$10,000.00 from Troy Baylor. He further explained that he spent approximately \$54,000 on a complete rehabilitation of the property in addition to expenses arising from the liens, taxes, and encumbrances on the property.

Officer Wong testified that she investigated the title history of the property and learned that the legitimate owners' names were Alma Anderson and Joshua Harris, not Joshua Anderson. Officer Wong attempted to locate Alma Anderson and Joshua Harris and discovered that Alma Anderson died in 1994 and that Joshua Harris died in 1999. Therefore, neither Alma Anderson nor Joshua Harris was alive in 2007 when title to 2254 N. Sydenham Street was transferred to Mr. Abreu. They could not have appeared before notary public, Rebecca Robinson or signed the deed. Richard Smith and Troy Baylor had no authority to "sell" the property, and had no right to accept money in consideration for the exchange.

**2335 N. 17<sup>TH</sup> Street**

The final property Mr. Abreu purchased from Smith and Baylor was located at 2335 N. 17<sup>TH</sup> Street. Officer Wong testified that she obtained a copy of a deed for 2335 N. 17<sup>TH</sup> Street, recorded at the Department of Records on January 29, 2007. The deed purports to transfer title to 2335 N. 17<sup>TH</sup> Street from Anne Dutter Duffy to Lorenzo Abreu on January 24, 2007, for \$1,500. The deed was notarized that same day by notary public Rebecca Robinson. The signature of James Baker appears on the fifth page of the

deed as appearing on behalf of the grantee, as well as at the bottom of the transfer tax certification recorded with the deed. The transfer tax certification claims that the transfer is tax exempt because “property is in need of work.”

Officer Wong told us that her investigation revealed that Anne Dutter Duffy died in 1985. Thus, Ms. Duffy was not alive in 2007 to transfer the property or sign the deed before Rebecca Robinson. Ms. Duffy’s signature on the deed transferring title to Mr. Abreu was forged, and Baylor and Smith had no authority to transfer the property.

Lorenzo Abreu testified that he paid \$10,000 to Baylor for 2335 N. 17<sup>TH</sup> Street and paid off the liens and encumbrances on the property. Then in the summer of 2007, he learned that his brother in law, Alberto Matos, received a letter from an attorney informing him that there was a problem with one of the properties he purchased from Troy Baylor and Richard Smith. In response, Mr. Abreu, Mr. Matos, and Mr. Rosario hired a lawyer and ceased all work on the properties.

## **ii - Properties purchased by Alberto Matos**

### **2325 N. 17<sup>TH</sup> Street**

Dennet Walker contacted the Philadelphia District Attorney’s Office to report the fraudulent transfer of his property at 2325 N. 17<sup>TH</sup> Street and was interviewed by Officer Patricia Wong. Officer Wong testified that Mr. Walker purchased 2325 N. 17<sup>TH</sup> Street in the 1960’s. He lived in the property until about fifteen years ago, at which point he moved out. Although he no longer lived in the property, he occasionally would stop by and check on it. In April or May 2007, he noticed that there were people inside the property renovating it. He spoke with them, but was unable to determine who they were.

Mr. Walker then went to the 22<sup>ND</sup> police district to make a police report. At the district, he was told that since 2325 N. 17<sup>TH</sup> Street was no longer titled in his name, they would not provide him with any information about the property. Mr. Walker then went back to 2325 N. 17<sup>TH</sup> Street and left his contact information with one of the workers and asked the worker to have his boss contact him. In the meantime, Mr. Walker contacted the Sheriff's Department to determine whether the property had been sold at sheriff sale and learned that it had not. He also went to the Department of Records at City Hall to obtain a copy of his deed and learned that the property had been transferred fraudulently. Officer Wong told us that Mr. Walker explained that he does not know James Baker, or Rebecca Robinson, he did not transfer 2325 N. 17<sup>TH</sup> Street to Alberto and Margaret Matos, nor did he give anyone authority to transfer his property and the signature on the deed transferring the property to the Matos is not his signature.

Officer Wong testified that she obtained a copy of a deed to 2325 N. 17<sup>TH</sup> Street recorded on January 29, 2007, at the Department of Records. The deed purports to transfer title to 2325 N. 17<sup>TH</sup> Street from Denet "Waikel" to "Alberto Matos / Margret Matos" on January 22, 2007, for \$3,500. The deed was purportedly notarized that same day by notary public Rebecca Robinson. The signature of James Baker appears on the fifth page of the deed as appearing on behalf of the grantee and verifying that his residence is the property address. The signature of James Baker also appears as the signature of the correspondent or responsible party for the transfer on the transfer tax certification recorded with the deed.

Alberto Matos told the Grand Jury that he was introduced to Troy Baylor by his brother-in-law, Lorenzo Abreu, in January 2007. He met Troy Baylor at Baylor's and

Richard Smith's office at 2330 N. 17<sup>TH</sup> Street. After negotiating with Smith and Baylor for the properties, Mr. Matos returned to the office at 2330 N. 17<sup>TH</sup> Street to purchase four of them, including 2325 N. 17<sup>TH</sup> Street. At the office, Alberto Matos drafted a check for \$42,000 payable to Baylor for the properties that he and his brother-in-law, Mr. Abreu purchased, and paid the balance in cash. The five properties listed on the check that correspond with this investigation are as follows. For Lorenzo Abreu: 2313 N. 17<sup>TH</sup> Street, 2254 N. Sydenham Street, and 2335 N. 17<sup>TH</sup> Street. For Mr. Matos: 2325 N. 17<sup>TH</sup> Street and 2214 N. Sydenham Street. After Mr. Matos went with Smith and Baylor to his bank in New Jersey to cash the check, Alberto Matos received two deeds, followed by the remaining two about a week later.

Mr. Matos told us that he purchased the property at 2325 N. 17<sup>TH</sup> Street, across the street from Smith's house, where the office for BNB Realty was located, for \$10,000. He spent approximately \$3,500 to pay off the liens and taxes on the property. He also spent \$70,000 to rehabilitate the property. In total, Alberto Matos invested over \$83,500 on 2325 N. 17<sup>TH</sup> Street. Mr. Matos received a letter in the mail from an attorney representing Dennet Walker informing him that the property had been transferred fraudulently. Richard Smith and Troy Baylor had no authority to transfer the property, and no right to accept \$10,000 from Mr. Matos.

**2214 N. Sydenham Street/ 1739 Willington Street**

Officer Wong told us that she obtained a deed recorded at the Department of Records on January 29, 2007. The deed purports to transfer 2214 N. Sydenham from "Alberta Green / Hubert Green" to "Alberto Matos / Margret Matos" on January 22,

2007, for \$3,000. The deed was notarized that same day by notary public, Rebecca A. Robinson. The signature of James Baker appears on page five of the deed as appearing on behalf of the grantee verifying that the Matos' residence is 2214 N. Sydenham Street. A similar signature but that of a "James Barker," rather than Baker appears as the signature of the correspondent or responsible party for the transfer at the bottom of the transfer tax certification filed with the deed.

Officer Wong testified that she attempted to locate Alberta and Hubert Green. Although she was unable to locate Hubert Green, she determined that Alberta Green died in 2000. Ms. Green had been deceased for over six years at the time 2214 N. Sydenham Street was transferred to Alberto Matos and his wife, Margret Matos. Therefore, she could not have appeared before notary public Rebecca Robinson on that date, or given Baylor and Smith authority to transfer the property.

Officer Wong also obtained a deed recorded at the Department of Records on May 31, 2007. The deed purports to transfer 1739 Willington Street from Gillis Thomas to "Alberta" Matos on April 10, 2007, for \$3,000. The deed was notarized that same day by notary public, Laconya Osborne.

Officer Wong investigated the title transfer history of 1739 Willington Street and found that title to the property was transferred to Thomas Gillis, not Gillis Thomas in 2003. Title to 1739 Willington remained in Thomas Gillis' name until May 2007 when it was transferred to "Alberta" Matos. Then on November 14, 2007 as a result of a civil lawsuit to quiet title to 1739 Willington Street and by order of the Court of Common Pleas, title to the property reverted to the legitimate owners. Thus, neither Gillis Thomas

nor Baylor and Smith ever had legitimate title or authority to transfer 1739 Willington Street to Alberto Matos.

Mr. Matos told the Grand Jury that he also attempted to purchase a property at 2214 N. Sydenham Street from Smith and Baylor. He paid \$8,000 for the property, but upon inspection discovered that the house was involved in a fire and as a result suffered structural damage. Mr. Matos approached Smith and Baylor and demanded his money back. Instead of refunding Matos' money, Smith and Baylor offered to transfer 1739 Willington Street to him for an additional \$2,000.

Alberto Matos told us that in addition to the \$10,000 he paid Baylor for 1739 Willington Street, he also paid \$5,400 in back taxes and hired a contractor for \$20,000 to gut the property and install new beams. Clearly, Baylor and Smith had no authority to accept \$10,000 for the supposed sale of 2214 N. Sydenham or 1739 Willington Street.

### **2030 W. Oxford Street**

Officer Wong told us that she obtained a copy of a deed recorded at the Department of Records on February 20, 2007. The deed purports to transfer title to 2030 W. Oxford Street from Oviedo M. Williams to Alberto and Margaret Matos on February 7, 2007, for \$1,500. The deed was notarized that same day by notary public, Rebecca Robinson. The signature of Tim Williams appears as the correspondent or responsible party for the transfer on the transfer tax certification recorded with the deed. Of particular mention is the fact that the signature of Tim Williams appears very similar to the signature of the grantor.

Officer Wong testified that she investigated the title history of 2030 W. Oxford Street and attempted to locate the last legitimate owner, Oviedo Williams. She learned that Oviedo Williams died in 1994. Mr. Williams had been dead for many years in 2007 when the property was transferred to Alberto and Margaret Matos. He could not have given permission to Baylor or Smith to transfer the property or appeared before Rebecca Robinson, who notarized the deed, and the signature contained on the deed could not be his signature.

Alberto Matos told us that he purchased 2030 W. Oxford Street from Smith and Baylor. He paid \$10,000 for the property, but did not pay any liens or encumbrances or begin renovating the property because by that time he had received a letter from a lawyer claiming he may have received the property at 2325 N. 17<sup>TH</sup> Street fraudulently. Clearly, Smith and Baylor had no authority to transfer 2030 W. Oxford Street, or to accept \$10,000 for the title transfer.

### **iii -Properties Purchased by Ruben Rosario**

#### **1715 Edgley Street**

Officer Wong testified that she obtained a copy of a deed recorded at the Department of Records on February 28, 2007 (a copy of this deed is attached as Exhibit H). The deed purports to transfer title to 1715 Edgley Street from “Byard Bronw” to Ruben Rosario on February 23, 2007, for \$2,500. The deed was notarized on February 27, 2007, by notary public, Rebecca A. Robinson. The same signature appears on the fourth page of the deed verifying that the grantee’s address is 1715 Edgley Street as

appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer. That signature appears to read “Tyrone Davenport.”

Officer Wong told us that she investigated the title history of 1715 Edgley Street and attempted to locate Byard Brown. We heard that she interviewed Byard Brown’s daughter, Cynthia Brown, and his son, Richard Brown. Cynthia and Richard Brown explained that their father bought 1715 Edgley Street in 1956 and never sold the property. Byard Brown died in 1997, so he was not alive in 2007 to sell the property to Ruben Rosario, to appear before Rebecca Robinson, or to give Baylor and Smith permission to transfer title to the property. The signature contained on the deed could not be their father’s signature. In addition, neither Cynthia nor Richard Brown was aware that title to the property had been transferred until Officer Wong notified them.

Ruben Rosario testified that he bought a total of six properties from Troy Baylor and Richard Smith. He bought the first three properties: 1715 Edgley Street, 1620 Edgley Street, and 2120 N. 17<sup>TH</sup> Street shortly after being introduced to Baylor and Smith by Lorenzo Abreu. Mr. Rosario told us that he paid \$26,000 cash for the first three properties, which he handed directly to Baylor. Eight thousand dollars of that was intended as payment for 1715 Edgley Street. A few weeks later, Baylor gave Mr. Rosario the deed for 1715 Edgley Street. Ruben Rosario hired a contractor to renovate the property and spent \$60,000 on the renovations. He testified that he also spent \$11,000 on liens and encumbrances. Thus in total, Mr. Rosario spent approximately \$81,000 on 1715 Edgley Street. He then took an \$112,000 mortgage against the property to pay for renovations to 1620 Edgley Street and to buy additional properties from Baylor and Smith.

**1620 Edgley Street**

Officer Wong told us that she obtained a copy of a deed recorded at the Department of Records on February 28, 2007. The deed purports to transfer title to 1620 Edgley Street from Al Gold to Ruben Rosario on February 23, 2007 for \$2000. The deed was notarized on February 27, 2007, by notary public, Rebecca A. Robinson. The same signature appears on the fourth page of the deed verifying that Rosario's address is 1715 Edgley Street as appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer. That signature appears to read Tyrone Davenport and is the same signature as the signature on the previously discussed deed for 1715 Edgley Street.

Officer Wong also obtained a copy of a deed recorded at the Department of Records on October 3, 2007. This subsequently filed deed purports to transfer title to 1620 Edgley Street from Al Gold to David Rivera on January 10, 2007, about one and one half months earlier than the deed transferring title to Ruben Rosario, for \$2,000. The deed purports to have been notarized by Laconya Osborne on January 10, 2007. The initials of Laconya Osborne appear on the fourth page of the deed verifying that Mr. Rivera's residence is 1620 Edgley Street. The transfer tax certification claims tax exemption stating "property is in need of work; structure damage with collapse roof."

Officer Wong testified that she investigated the title transfer history of 1620 Edgley Street and attempted to locate Al Gold. She learned that Al Gold died in 2005, and thus, he was not alive in 2007 to transfer 1620 Edgley Street to Ruben Rosario or David Rivera and could not have given Troy Baylor or Richard Smith authority to

transfer the property. Moreover, Al Gold could not have appeared before notaries public, Rebecca Robinson or Laconya Osborne and the signature contained on the deeds could not be his signature.

Ruben Rosario told us that he bought 1620 Edgley Street from Baylor and Smith the same day he bought 1715 Edgley Street. He also paid Baylor \$8,000 in cash for 1620 Edgley Street. Baylor gave him the deed a few weeks later. Rosario spent \$7,400 on taxes, \$9,700 to pay off the water bills, and \$60,000 rehabilitating the property. In total, Rosario spent approximately \$85,100 on the property. Moreover in order to afford to make improvements on the property, Rosario had taken out a mortgage on the recently renovated 1715 Edgley Street.

Rosario testified that he then discovered that North Central C.E.D.C. owned title to the property at 1620 Edgley Street by a deed recorded in May 2007. Rosario contacted Baylor, who claimed that he would take care of the problem, and that it was a mistake. Baylor then sent Rosario a deed, recorded October 3, 2007, transferring 1620 Edgley Street from Al Gold to Rosario's business partner, David Rivera. Based on the investigation conducted by Officer Wong, all three of these deeds are fraudulent.

### **2120 N. 17<sup>TH</sup> Street**

Officer Wong testified that she obtained a copy of a deed recorded at the Department of Records on February 28, 2008. The deed purports to transfer title to 2120 N. 17<sup>TH</sup> Street from Robert E. Byrd and Redona Byrd to Ruben Rosario on February 23, 2007, for \$2,000. The deed was notarized on February 27, 2007, by notary public, Rebecca A. Robinson. The same signature appears on the fourth page of the deed

verifying that the grantee's address is 2120 N. 17<sup>TH</sup> Street as appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer. That signature appears to read Tyrone Davenport and is the same signature as the signature on the previously discussed deeds for 1715 Edgley Street and 1620 Edgley Street.

Officer Wong told us that she was unable to locate Robert and Redona Byrd. She further explained that record of them did not exist in any of the databases she routinely utilizes. Thus, Officer Wong was unable to confirm whether the Byrd's are alive or deceased, however, in her experience the failure of their names to appear in any database suggests that they have been deceased for well over a few years.

Ruben Rosario told us that he purchased 2120 N. 17<sup>TH</sup> Street from Baylor and Smith. He paid \$10,000 cash for the property. Mr. Rosario testified that he did not renovate 2120 N. 17<sup>TH</sup> Street or pay any of the property's liens or encumbrances because he was notified by his relatives, Lorenzo Abreu and Alberto Matos, that he may not legitimately own the property.

Ruben Rosario testified that after buying the three previously discussed properties, he then mortgaged 1715 Edgley Street in order to purchase three more properties from Baylor and Smith, including 1913 W. Norris Street, 2023 N. 16<sup>TH</sup> Street, and 1609 W. Diamond Street. He explained that he negotiated the purchase price for all three properties with Baylor at Baylor's and Smith's realty office at 2330 N. 17<sup>TH</sup> Street. Mr. Rosario testified that he paid \$10,000 for each property by a check drafted by Alberto Matos. Mr. Matos made the check payable to Troy Baylor and Ruben Rosario deposited \$30,000 into Mr. Matos' account.

### **1913 W. Norris Street**

Officer Wong obtained a copy of a deed recorded at the Department of Records on February 28, 2007. The deed transfers title to 1913 W. Norris Street from Leroy Simmon to Ruben Rosario on February 23, 2007, for \$2,000. The deed was notarized on February 27, 2007, by notary public Rebecca Robinson. The same signature appears on the fourth page of the deed verifying that the grantee's address is 1913 W. Norris Street as appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer. That signature appears to read Tyrone Davenport and is the same signature as the signature on the previously discussed deeds for 1715 Edgley Street, 1620 Edgley Street and 2120 N. 17<sup>TH</sup> Street.

Officer Wong testified that she attempted to locate Leroy Simmon. Her investigation revealed that he died in 1976. Thus, Mr. Simmon was not alive in 2007 and could not have transferred the property that year, given anyone permission to transfer the property, or appeared before notary public, Rebecca Robinson. In addition, the signature contained on the deed could not be his signature. Troy Baylor and Richard Smith had no authority to accept money for the sale of the property to Ruben Rosario.

Ruben Rosario testified that in addition to paying Baylor \$10,000 for 1913 W. Norris Street, Mr. Rosario paid approximately \$2,700 for back taxes on the property, and spent \$5,000 gutting the property.

**2023 N. 16<sup>TH</sup> Street**

Officer Wong obtained a copy of a deed recorded on July 12, 2007. The deed purports to transfer title to 2023 N. 16<sup>TH</sup> Street from Cora E. Brazington to Ruben Rosario on June 25, 2007, for \$5,000. The deed was notarized that same day by notary public, Laconya Osborne. The fourth page of the deed indicates that Ruben Rosario's residence is the property location.

Detective Budka testified that he interviewed Mark Chandler and John Brazington, two great grandsons of Cora Brazington. They both told Detective Budka that their great grandmother, Cora Brazington, died many years ago. Neither great grandson was aware that Ms. Brazington owned 2023 N. 16<sup>TH</sup> Street until they were contacted by an individual in 2007, who was interested in purchasing the property. At that time, they learned that someone had fraudulently transferred the property to Ruben Rosario. Neither Mr. Chandler nor Mr. Brazington knows or ever met Mr. Rosario or Laconya Osborne. They did not authorize the transfer of their great-grandmother's property and the signature on the deed purporting to be their great grandmother's signature is a forgery.

Ruben Rosario testified that he paid \$10,000 for 2023 N. 16<sup>TH</sup> Street. He did not pay any of the liens or encumbrances or begin renovating the property because Alberto Matos contacted him to let him know that Lorenzo Abreu's friend, Dianna Torres, was having problems with one of the properties she bought from Baylor and Smith. A few weeks later, Mr. Matos further informed him that someone had claimed ownership of one of the buildings he bought from Baylor and Smith.

### **1609 W. Diamond Street**

Officer Wong told us that she obtained a copy of a deed recorded at the Department of Records on July 12, 2007. The deed transfers title to 1609 W. Diamond Street from Sheila M. Grant to Ruben Rosario on April 2, 2007, for \$3,000. The deed was notarized that same day by Laconya Osborne.

Officer Wong investigated the whereabouts of Sheila Grant and learned that Ms. Grant placed the title to 1609 W. Diamond Street in trust for her daughter, Lauren Grant. Officer Wong told us that she interviewed Lauren Grant who explained that her mother purchased 1609 W. Diamond Street in 1992. Lauren Grant further explained that her mother put the property in trust for her until age 21 years old. Ms. Grant also related that neither she nor her mother sold or transferred the property, they do not know and never met Ruben Rosario, Troy Baylor, Richard Smith and/or Laconya Osborne and the signature contained on the deed is not her mother's signature. They became aware that the house had been stolen when they received a letter informing them of this fact. At that time, they contacted the chambers of the President Judge of the Court of Common Pleas and were told to hire an attorney.

Mr. Rosario testified that he paid \$10,000 for 1609 W. Diamond Street. Like the property at 2023 N. 16<sup>TH</sup> Street, he did not begin rehabilitating the property or paying off debts on the property before he learned of the problems that Diana Torres and Alberto Matos were experiencing with their properties.

Richard Smith and Troy Baylor had no right to sell the property to Rosario, and no authority to accept \$10,000 for it.

### **Attempts to Contact Baylor and Smith**

Lorenzo Abreu, Alberto Matos and Ruben Rosario testified that they made numerous attempts to contact Baylor and Smith when they learned that title to the properties they purchased from them was transferred fraudulently. At first, some of their phone calls were returned, primarily by Richard Smith. Later, the telephone numbers that the victims had, especially for Baylor, became disconnected. Specifically, Mr. Abreu told us that he contacted Troy Baylor who told him he would “fix” the problem. He also contacted Richard Smith who assured Mr. Abreu that Baylor “would do right by it.” When Mr. Abreu told Baylor and Smith that he wanted them to take title to the properties back and refund his money, Baylor and Smith told him they would not give him a refund.

Alberto Matos testified that he contacted Baylor and Smith after he received a letter from an attorney claiming that title to 2325 N. 17<sup>TH</sup> Street had been fraudulently transferred to him. Baylor told him that he would “fix” the problem. When Mr. Matos told Baylor and Smith that he wanted his money back, they told him that they already spent the money and that he couldn’t have it back. Mr. Matos also told us that Baylor and Smith indicated that they would have their contact at City Hall “fix” the problem.

Ruben Rosario testified that before he and his relatives began having problems with the properties they bought from Baylor and Smith, he was always able to easily reach both Troy Baylor and Richard Smith. Once problems began, however, he made numerous phone calls to Baylor and left voicemail messages for him, but was unable to reach him and did not receive a return phone call. Mr. Rosario was able to speak with Richard Smith who assured him that he would have Troy Baylor contact him, but that never happened. In addition, Smith told Mr. Rosario that he owned ten properties in

Philadelphia, all of which he purchased from Baylor, and he only experienced problems with one. Smith further told Ruben Rosario that he went to court in that instance and the case was resolved by the Judge ordering the property owner to pay him back for the money he invested in the house, or Smith could keep the property.

Exemplifying yet another facet of the criminal enterprise, Richard Smith, Troy Baylor, and Rebecca Robinson conspired together to defraud Lorenzo Abreu, Alberto Matos, and Ruben Rosario out of thousands of dollars. The co-conspirators operated under a veil of legitimacy by representing themselves to work as agents for BNB Realty, located in Smith's stolen house. The co-conspirators falsely represented themselves as acting upon the original owner's behalf, and notarized documents bearing forged signatures to ensure Abreu, Matos, and Rosario thought they were receiving legitimate deeds.

Detective Marc Schade, assigned to the Economic and Cyber Crime Unit told us that he interviewed notary public Rebecca A. Robinson. Robinson told Detective Schade that she notarized the deeds discussed above for Troy Bigler, who she identified by photo array as Troy Baylor. She further told him that she met Baylor, through her accountant Layton Smith<sup>35</sup>. Robinson further claimed to have met all of the grantors whose signatures she notarized and maintained that each grantor personally signed each deed before her, as well as her notarial register, when she notarized their respective deed. Despite her claims, we observed that none of the signatures she notarized appeared to match or even be similar to the supposed correlating grantors' signatures in her notarial register. In addition, several deeds, listing various grantors appeared to have been signed by the same person. Furthermore, although Robinson notarized the signatures of several

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<sup>35</sup> Richard Smith testified that he had a nephew named Layton Smith who was an accountant.

women, she told Detective Schade that she never met a female grantor. Finally, Robinson claimed to have only notarized deeds at Baylor's request during 2007. However, the members of the Grand Jury heard testimony about deeds notarized by her as early as 2006. Based on the evidence, we found Robinson's statement to Detective Schade to be incredible and self-serving. Given that Robinson's role as notary public was instrumental to the scheme, we found her contention that she was an unknowing victim to be incredible and believe that she was an active participant in the criminal conduct of the enterprise.

#### **SECTION 4K – the Osbornes**

The Grand Jury learned that the investigation eventually led to the Osborne family. Alberta Osborne and her children Onajay and Laconya Osborne testified before the Grand Jury. Alberta Osborne told us that she purchased real estate in Philadelphia from Troy Baylor, who she identified by photo array. She met Baylor through a family friend and was told that Baylor worked in politics and was a bishop. The person who introduced her to Baylor had already purchased properties from him and recommended his services. Ms. Osborne told us that after she purchased two properties, she introduced her children to Baylor and his business partner, Richard Smith, who she also identified by photo array. Alberta Osborne's son, Onajay Osborne, purchased properties in Philadelphia from Richard Smith, who he identified in a photo array and explained went by "Silk". Neither Alberta nor Onajay Osborne ever lived in the properties they purchased. Alberta Osborne's daughter, Laconya Osborne, is a notary public. Laconya

Osborne testified that she agreed to notarize about twenty deeds for Richard Smith. She further explained that she only met one of the grantors.

### **1752 N. Dover Street**

Detective Budka told us that he reviewed Lenora Irene Jackson's notarial ledger and found at least two entries corresponding to 1752 N. Dover Street. One entry is dated September 20, 2006. The other entry purportedly was made just over three months later on January 2, 2007. Detective Budka told us that he investigated the title history of 1752 N. Dover Street and obtained a copy of a deed recorded at the Department of Records on September 22, 2006 (a copy of this deed is attached as Exhibit I). The deed transfers title to 1752 N. Dover Street from James H. Baker to Alberta Osborne on September 18, 2006, for \$1,000. The deed indicates that it was notarized that same day by Lenora Irene Jackson. The signature of James H. Baker appears on the second page of the deed as the grantor and also on the third page of the deed as appearing on behalf of the grantee and confirming that the grantee's address is 1752 N. Dover Street. The transfer tax certification is signed by "Dom James" and also is dated September 18, 2006. The certification claims that the transfer is exempt from taxes because "Property is in need of work."

Alberta Osborne told us that she bought 1752 N. Dover Street and a property located across the street from Troy Baylor for \$15,000 cash. She further explained that she never obtained the property located across the street from 1752 N. Dover Street because the property, according to Baylor, became unavailable, so Baylor offered her 2330 N. 19<sup>TH</sup> Street instead. In addition to the \$15,000 paid to Baylor, Ms. Osborne was

also forced to pay taxes and liens on the properties that she was not aware existed. She testified that she paid \$2,500 so far in taxes and liens and still owes \$27,500. Baylor introduced Ms. Osborne to his colleague Richard Smith. Baylor told Ms. Osborne that Smith was a contractor who could renovate the properties she bought. Osborne gave Richard Smith over \$30,000 to perform work on the properties. Smith, however, never finished the work and the work he did do was of extremely poor quality. Alberta Osborne and her children told us that Baylor's and Smith's realty office was located at 2330 N. 17<sup>TH</sup> Street.

Ms. Osborne also identified the name Tyrone Davenport. She told us that Tyrone Davenport worked for Smith's construction company. Specifically, Davenport was responsible for dropping off Ms. Osborne's sheet rock.

Detective Budka testified that the title history of 1752 N. Dover Street showed that, prior to title being transferred to Ms. Osborne, title to 1752 N. Dover Street had not been transferred as far back as January 1, 1976. In addition, no mortgages or any other documents of public record affecting the title had been filed. Detective Budka attempted to locate James H. Baker and learned that he died in January 1989. James Baker was not alive in 2006 and could not have signed the deed or appeared before Jackson at that time. The signature on the deed purporting to be his signature is a forgery.

Although Lenora Irene Jackson's ledger indicated that she notarized a deed involving the transfer of 1752 N. Dover Street in January 2007, that deed was never recorded. Alberta Osborne told us that she never met notary public, Lenora Irene Jackson.

**2330 N. 19<sup>TH</sup> Street**

Detective Budka told us that he obtained a copy of a deed recorded at the Department of Records on March 8, 2007. The deed transfers title to 2330 N. 19<sup>TH</sup> Street from Robert Riley (sp) to Alberta Osborne on February 27, 2007, for \$3,000. The deed was notarized that same day by Laconya Osborne. The signature of Tyrone Davenport appears on the third page of the deed verifying that Alberta Osborne's residence is 2330 N. 19<sup>TH</sup> Street. Davenport's signature also appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer and is dated March 8, 2007.

Detective Budka testified that he attempted to contact Robert Riley and located his granddaughter Robin Riley. Ms. Riley told Detective Budka that her grandfather died on October 28, 1993. She further explained that he owned 2330 N. 19<sup>TH</sup> Street and never transferred or sold the property. After his death, 2330 N. 19<sup>TH</sup> Street remained a familial home and was not transferred by any of Robert Riley's family members. Mr. Riley was not alive in 2007 to transfer title to the property or sign the deed. The signature on the deed purporting to be his is a forgery.

Alberta Osborne testified that Baylor sold 2330 N. 19<sup>TH</sup> Street to her when the second property she purchased on N. 17<sup>TH</sup> Street became unavailable. Ms. Osborne also hired Richard Smith to renovate 2330 N. 19<sup>TH</sup> Street, but he never began work on the property. Ms. Osborne told us that the initial negotiations concerning purchase price of the properties took place mainly with Baylor. When the second property became unavailable, however, Smith became involved in the negotiations for 2330 N. 19<sup>TH</sup> Street.

2330 N. 19<sup>TH</sup> Street was a larger property than the one Ms. Osborne originally intended to purchase, so she had to pay more money for it.

Laconya Osborne testified that after she contacted Baylor and Smith regarding the fact that her mother had not yet received a deed in her name, she agreed to notarize the deed transferring 2330 N. 19<sup>TH</sup> Street to her mother in order to expedite the deed paperwork. Laconya Osborne told us that she was concerned that her mother had paid cash for the property, but the title was not in her name. Laconya Osborne also told us that she never met Robert Riley and he did not sign the deed in front of her. The deed was already signed when Ms. Osborne notarized it and she did not see Mr. Riley's identification.

#### **2462 N. Patton Street**

Detective Budka told us that he obtained a copy of a deed recorded at the Department of Records on January 11, 2007. The deed transfers title to 2462 N. Patton Street from Phyllis McMillian to Onajay Osborne / Alberta Osborne on January 3, 2007, for \$3,000. The deed was purportedly notarized that same day by notary public, Lenora Irene Jackson. The signature of Tyrone Davenport appears on the same page as Jackson's stamp and seal verifying that the grantees residence is the property location. The signature of Tim Williams appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer.

Detective Budka testified that he attempted to locate Phyllis McMillian unsuccessfully and reviewed Jackson's notarial ledger. Unlike the deed, the ledger indicates that Jackson notarized the deed on January 8, 2007. In addition, the purported

signature of Phyllis McMillian in the ledger looks markedly different than the grantor's purported signature on the deed.

Alberta Osborne told us that she introduced her son and daughter to Baylor, who introduced them to Smith. Ms. Osborne's son, Onajay Osborne testified before the Grand Jury and told us that he and his friends bought real estate in Philadelphia from Richard Smith. He told us that Baylor introduced him to Smith as his business partner and that both Smith and Baylor referred to each other in that manner. Smith told Mr. Osborne that he would charge him a lower price for each property if he bought multiple properties, so Mr. Osborne convinced a few friends to also purchase real estate in Philadelphia through Smith. Onajay Osborne explained that he purchased the first property, 2462 N. Patton Street, with his mother for \$6,000. His mother gave him the entire purchase price and title to the property was transferred into both of their names. He told us that he went to Smith's and Baylor's office on N. 17<sup>TH</sup> Street at least ten times. At Smith's request, Mr. Osborne paid \$6,000 cash directly to Smith for each property. Onajay Osborne planned to hire Smith to renovate the property, but did not have the money to begin the renovations.

### **2337 N. 30<sup>TH</sup> Street**

Detective Budka testified that he obtained a copy of a deed recorded at the Department of Records on February 20, 2007. The deed transfers title to 2337 N. 30<sup>TH</sup> Street from Arthur J. Pryor to Onajay Osborne on February 5, 2007, for \$1,500. The deed was notarized by notary public Rebecca A. Robinson on February 7, 2007. The signature of Tyrone Davenport appears on the fifth page of the deed verifying that the

grantee's residence is the property location. The signature of Tim Williams appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer and is dated January 3, 2007.

Detective Budka also obtained a deed recorded at the Department of Records on July 10, 2008. The deed transfers title to 2337 N. 30<sup>TH</sup> Street by sheriff auction from Onajay Osborne to Khadijah Uqdah on March 27, 2008, for \$10,000.

Detective Budka told us that he attempted to locate Arthur Pryor and learned that he died in 1983. Thus, Arthur Pryor was not alive in 2007 when the property was transferred to Mr. Osborne, and therefore, could not have signed the deed or appeared before notary public Rebecca Robinson. The signature on the deed purporting to be his signature is a forgery.

Onajay Osborne told us that he never met any of the individuals indicated on the deed, including: Arthur Pryor, Tyrone Davenport, Rebecca Robinson, and Tim Williams. He explained that he paid Richard Smith, who also went by "Silk," \$6,000 cash for 2337 N. 30<sup>TH</sup> Street. He further told us that he did not begin renovating the property, did not pay any taxes or liens and had never moved into 2337 N. 30<sup>TH</sup> Street. Mr. Osborne was unaware that 2337 N. 30<sup>TH</sup> Street was subsequently transferred by sheriff sale.

#### **2441 N. Patton Street**

Detective Budka told us that he obtained a copy of a deed recorded at the Department of Records on February 20, 2007. The deed transfers title to 2441 N. Patton Street from Alice E. Elzy to Onajay Osborne on February 7, 2007, for \$1,000. The deed purportedly was notarized that same day by notary public Rebecca A. Robinson. The signature of Tyrone Davenport appears on the fourth page of the deed verifying that the

grantee's residence is the property location. The signature of Tim Williams appears at the bottom of the transfer tax certification as the correspondent or responsible party for the transfer and is dated February 7, 2007.

Officer Wong told us that she attempted to locate Alice Elzy and learned that she was born in 1916 and no longer has a social security number. Based on this information, she is able to confirm not only that she is deceased, but also that she died many years ago. Ms. Elzy was not alive in 2007 and could not have appeared before Rebecca Robinson or signed the deed. Her signature on the deed is a forgery.

In addition, Detective Budka testified that he went to 2441 N. Patton Street and learned that the building purchased by Mr. Osborne was torn down. 2441 N. Patton Street now is an empty lot.

Onajay Osborne testified that he purchased 2441 N. Patton Street from Richard Smith for \$6,000 cash. Mr. Osborne told us that he never met Alice Elzy and he does not know Rebecca Robinson, Tyrone Davenport, or Tim Williams.

#### **2447 N. Patton Street**

Detective Budka testified that he obtained a copy of a deed recorded at the Department of Records on January 11, 2007. The deed transfers title to 2447 N. Patton Street from John R. Hunter and Wade Jackson Jr. to Thomasine Johnson / Donald Edwards on January 3, 2007, for \$3,000. The deed indicates that it was notarized that same day by notary public, Lenora Irene Jackson. The signatures of the grantors appear to have been signed by the same person and match the signatures found on two other deeds that were notarized by Jackson on the same date. The signature of Tyrone

Davenport appears on the fifth page of the deed, and the signature of Tim Williams appears at the bottom of the transfer tax certification as the correspondent or responsible party.

Officer Wong testified that she attempted to locate John R. Hunter and Wade Jackson Jr. Although she could not locate Mr. Hunter, she was able to locate Mr. Jackson and learned that he died on March 4, 2000. Mr. Jackson was not alive in 2007 to transfer the property to Thomasine Johnson and Donald Edwards. He could not have appeared before Jackson and the signature on the deed purporting to be his must be a forgery.

Detective Budka testified that he reviewed Jackson's notarial ledger, which indicates that she actually notarized the deed for 2447 N. Patton Street on January 8, 2007, not January 3, 2007 as is indicated on the deed. In addition, the ledger reflects that Jackson notarized three deeds on January 8, 2007, for the following properties: 2462 N. Patton Street, 2447 N. Patton Street and 2419 N. Patton Street. All three deeds were recorded at the Department of Records on January 11, 2007 and contain the signatures of Tyrone Davenport and Tim Williams. In addition, the signatures of the grantors of all three deeds appear to have been signed by the same person.

Onajay Osborne told us that Donald Edwards is his friend and that Thomasine Johnson is Mr. Edwards' mother. He testified that 2447 N. Patton Street was one of the properties bought by his friends from Baylor and Smith based on his recommendation.

### **Laconya Osborne**

Laconya Osborne testified that she worked at a mortgage company and that she became a notary public in order to notarize miscellaneous documents contained in closing

packets that closing agents had neglected to notarize. Notarizing documents was not a primary part of her job. She did not notarize deeds as a part of her job. Indeed the first deed she ever notarized was for Richard Smith and Troy Baylor.

Laconya Osborne told us that her mother introduced her to Richard Smith in the latter part of 2006. Smith told her that he was a real estate broker and specifically, that he was a broker of record in Pennsylvania for a business located outside Philadelphia. Smith told Ms. Osborne that he operated in many towns in Pennsylvania, that he also rehabbed homes and businesses, owned a property management company, a tax business and was thinking about opening a mortgage service business. A few months after she was introduced to Smith, he introduced her to Troy Baylor.

Ms. Osborne told us that she notarized about twenty deeds for Smith and Baylor from the latter part of 2006 through the spring of 2007<sup>36</sup>. At the time, she was working at a company located in Philadelphia, not far from Smith's and Baylor's office located on N. 17<sup>th</sup> Street near York Street. Typically, Smith or Baylor would call Ms. Osborne requesting her notarial services and she would meet them at the office on N. 17<sup>TH</sup> Street. She told us that she only met one of the twenty some grantors whose signatures she notarized. Smith told her that he was selling the abandoned and vacant properties to people interested in investing in the properties to bring them back to life and better the communities and neighborhoods where the properties were located. Ms. Osborne told us that she did not believe she was facilitating illegitimate or illegal conduct, but rather helping Smith and Baylor perform a community service, which she knew they were also profiting from. Laconya Osborne testified that she did not realize that she had been

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<sup>36</sup> A detailed discussion of the transfer of these other properties is not included within the presentment because the investigators have been unable to confirm whether the properties were fraudulently conveyed by the criminal enterprise.

involved in anything illegal until her mother was contacted by the District Attorney's Office.

A review of Osborne's notary register and subsequent investigation revealed the following:

**2626 N. 17<sup>TH</sup> Street**

Officer Wong told us that she obtained a copy of a deed recorded at the Department of Records on June 22, 2007. The deed transfers title to 2626 N. 17<sup>TH</sup> Street from Dorothy E. Jones to Raphael V. Nunez on June 14, 2007 for \$5000. The deed was notarized that same day by Laconya Osborne.

Officer Wong testified that she attempted to locate Dorothy E. Jones and learned that she died on November 3, 2004. Because Dorothy E. Jones was not alive in 2007, her signature must be a forgery. Laconya Osborne told us that this deed was one of some twenty deeds that she notarized at Smith and Baylor's request.

**2149 N. Franklin Street**

Officer Wong told us that he obtained a copy of a deed recorded at the Department of Records on February 11, 2007. The deed transfers title from Marion Thornton jr. to Maximo Estrella on July 3, 2007 for \$1,500.00. The deed was notarized that same day by Laconya Osborne.

Officer Wong testified that she attempted to locate Marion Thornton Jr. and learned that he died on January 7, 2003. Because Marion Thornton Jr. was not alive in

2007, his signature must be a forgery. Laconya Osborne told us that this deed was one of some twenty deeds that she notarized at Smith and Baylor's request.

### **SECTION 5 - CONCLUSION**

We, the Grand Jury, heard evidence of how Carlos Quiles, Ivan Delgado, Kenneth Lyons, Troy Baylor, Richard Smith and their co-conspirators touted themselves as leaders of their communities while victimizing those communities for their own financial gain. We find that they exploited and manipulated the process of recording the title of property in Philadelphia in order to defraud buyers of hundreds of thousands of dollars, and to steal over eighty properties. We acknowledge that a home in most instances is the most valuable asset a family or individual owns and is a place of great sentimental value, where families are raised and memories are shared. We further acknowledge that the individuals who invested in purchasing and renovating the properties from these conspirators did so with hard earned funds and often in hopes of creating a home for their families only to learn that they did not have legitimate title to the property and no quick recourse for rectifying their victimization. In recognition of the importance that this type of property plays in the lives of individuals and the fabric of our communities, we find the criminal conduct of Carlos Quiles, Ivan Delgado, Kenneth Lyons, Troy Baylor, Richard Smith and their co-conspirators even more deplorable.

## **SECTION 6 - CRIMINAL CHARGES**

### **SECTION 6A - Charges Generally**

We, the Grand Jury, believe that the following criminal charges arise out of the conduct of the defendants regarding the 82 properties we reviewed: 1) Corrupt Organizations, 18 Pa.C.S.A. §911 ( F-1); 2) Criminal Conspiracy, 18 Pa.C.S.A. §903 (F-3); 3) Theft by Unlawful Taking or Disposition, 18 Pa.C.S.A. §3921 (F-3); 4) Theft by Deception, 18 Pa.C.S.A. §3922 (F-3); 5) Forgery, 18 Pa.C.S.A. §4101 (F-3); 6) Perjury, 18 Pa.C.S.A. §4902 (F-3); 7) Burglary, 18 Pa.C.S.A. §3502 (F-1); 8) Criminal Trespass, 18 Pa.C.S.A. §3503 (F-2 ); 9) Tampering with Records or Identification, 18 Pa.C.S.A. §4104 (M-1); 10) Securing Execution of Documents by Deception, 18 Pa.C.S.A. §4114 (M-2); and 11) Tampering with Public Records or Information, 18 Pa.C.S.A. §4911 (F-3).

### **SECTION 6B - Charges by Defendant**

We, the Grand Jury, believe that Carlos Quiles, Ivan Delgado, Troy Baylor, Richard Smith, Kenneth Lyons, Lenora Irene Jackson, Rebecca A. Robinson, Juanita Torres, Alberto Rodriguez, Daralease Brown, Vincent Wilder, and David Lespier, should be charged with Corrupt Organizations, 18 Pa.C.S.A. §911 (F-1) for their roles in this fraudulent transfer of property scheme, and that all defendants should be charged with Conspiracy, 18 Pa.C.S.A. §903 (F-3) as a result of their roles in the scheme. In addition, we believe that criminal liability as described above should be assigned to the following defendants.

## **1. CARLOS QUILES**

### **Implicated in the fraudulent conveyance of the following properties:**

5411 N. 3<sup>RD</sup> Street  
3036 Tulip Street  
3135 Weikel Street  
3525 Jasper Street  
951 E. Westmoreland Avenue  
1827 E. Madison Street  
2309 E. Somerset Street  
2330 N. 17<sup>th</sup> Street  
226 E. Roosevelt Boulevard  
1927 Berkshire Street  
1933 Berkshire Street  
1814 Gillingham Street  
928 W. Susquehanna Avenue  
146 W. Palmer Street  
2966 N. Tulip Street  
2316 N. 10<sup>TH</sup> Street  
969 E. Price Street  
918 E. Chelton Avenue  
2305 N. 10th Street  
4312 Waln Street  
4401 N. 9th Street  
2070 E. Stella Street  
2563 N. 31st Street

### **Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

### **Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 42 Counts – Felony 3

### **Theft by Deception**

18 Pa.C.S.A. §3922: 42 Counts – Felony 3

### **Forgery**

18 Pa.C.S.A. §4101: 23 Counts – Felony 3

### **Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 23 Counts – Felony 3

### **Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 23 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 20 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count - Felony 1

**2. IVAN DELGADO**

**Implicated in the fraudulent conveyance of the following properties:**

3135 Weikel Street  
3525 Jasper Street  
951 E. Westmoreland Avenue  
3103 Emerald Street  
1827 E. Madison Street  
2309 E. Somerset Street  
1947 Mascher Street  
1945 Elston Street  
2330 N. 17th Street  
4720 Whitaker Avenue  
1927 Berkshire Street  
1933 Berkshire Street  
1814 Gillingham Street  
1813 Foulkrod Street  
2265 E. Ontario Street  
331 W. Thompson Street  
2966 N. Tulip Street  
2641 W. York Street  
2008 W. Oxford Street  
969 E. Price Street  
918 E. Chelton Avenue  
2305 N. 10th Street  
2442 E. Harold Street  
2070 E. Stella Street  
2908 N. 7th Street

**Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 47 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 47 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 25 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 25 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 25 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 22 Counts – Misdemeanor 2

**Burglary**

18 Pa.C.S.A. §3502: 1 Count – Felony 1

**Criminal Trespass**

18 Pa.C.S.A. §3503: 1 Count – Felony 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count - Felony 1

**3. KENNETH LYONS**

**Implicated in the fraudulent conveyance of the following properties:**

5411 N. 3<sup>RD</sup> Street  
3525 Jasper Street  
951 E. Westmoreland Avenue  
928 W. Susquehanna Avenue  
918 E. Chelten Avenue  
2305 N. 10th Street  
1831 N. Croskey Street

**Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 12 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 12 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 7 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 8 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 8 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 8 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count - Felony 1

**4. TROY BAYLOR**

**Implicated in the fraudulent conveyance of the following properties:**

2309 E. Somerset Street  
1945 Elston Street  
2330 N. 17th Street  
4720 Whitaker Avenue  
226 E. Roosevelt Boulevard  
1927 Berkshire Street  
1814 Gillingham Street  
1933 Berkshire Street  
4324 and 4326 Paul Street  
1813 Foulkrod Street  
3143 Rorer Street  
4248 Penn Street  
4561 Mulberry Street  
1820 Harrison Street  
4773 Loring Street  
1708 Church Street  
4809 Darrah Street  
4362 Paul Street  
4708 Darrah Street  
1640 Allengrove Street  
1729 N. Marston Street  
2257 N. 17th Street  
2404 N. Clarion Street  
2419 N. Patton Street  
2526 N. 32nd Street  
2641 W. York Street  
2008 W. Oxford Street  
2305 N. 10th Street

2313 N. 17th Street  
2254 N. Sydenham Street  
2335 N. 17th Street  
2030 W. Oxford Street  
2214 N. Sydenham Street  
2325 N. 17th Street  
1620 Edgley Street  
1913 W. Norris Street  
1715 Edgley Street  
1609 W. Diamond Street  
2023 N. 16th Street  
2120 N. 17th Street  
418 N. Salford Street  
2015 W. Oxford Street  
1752 N. Dover Street  
2330 N. 19th Street  
2462 N. Patton Street  
2337 N. 30th Street  
2441 N. Patton Street  
2447 N. Patton Street  
5227 McKean Avenue  
2425 N. Clarion Street  
1739 Willington Street  
138 E. Wyoming Avenue  
2217 W. Dauphin Street  
2908 N. 7th Street – 2 Counts  
2626 N. 17<sup>th</sup> Street  
2149 N. Franklin Street  
4937 Rosehill Street  
2455 N. Patton Street

**Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 114 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 114 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 60 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 63 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 63 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 52 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count - Felony 1

**5. RICHARD SMITH**

**Implicated in the fraudulent conveyance of the following properties:**

2330 N. 17th Street  
1933 Berkshire Street  
2257 N. 17th Street  
2404 N. Clarion Street  
2526 N. 32nd Street  
2008 W. Oxford Street  
2313 N. 17th Street  
2254 N. Sydenham Street  
2335 N. 17th Street  
2030 W. Oxford Street  
2214 N. Sydenham Street  
2325 N. 17th Street  
1620 Edgley Street  
1913 W. Norris Street  
1715 Edgley Street  
1609 W. Diamond Street  
2023 N. 16th Street  
2120 N. 17th Street  
418 N. Salford Street  
2015 W. Oxford Street  
1752 N. Dover Street  
2330 N. 19th Street  
2462 N. Patton Street  
2337 N. 30<sup>TH</sup> Street  
2441 N. Patton Street  
2447 N. Patton Street  
4859 N. 9th Street  
1739 Willington Street  
2425 N. Clarion Street  
2626 N. 17th Street  
2149 N. Franklin Street

**Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 56 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 56 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 32 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 32 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 32 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 31 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count - Felony 1

**6. LENORA IRENE JACKSON**

**Implicated in the fraudulent conveyance of the following properties:**

2309 E. Somerset Street  
2404 N. Clarion Street  
2419 N. Patton Street  
418 N. Salford Street  
1752 N. Dover Street  
2462 N. Patton Street  
2447 N. Patton Street  
5227 McKean Avenue  
2425 N. Clarion Street  
2908 N. 7th Street

**Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 20 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 20 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 10 Counts – Felony 3

**Perjury**

18 Pa.C.S.A. §4902: 1 Count – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 11 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 11 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 11 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count - Felony 1

**7. REBECCA ROBINSON**

**Implicated in the fraudulent conveyance of the following properties:**

2313 N.17th Street  
2254 N. Sydenham Street  
2335 N. 17th Street  
2030 W. Oxford Street  
2214 N. Sydenham Street  
2325 N. 17th Street  
1620 Edgley Street  
2120 N. 17<sup>th</sup> Street  
1913 W. Norris Street  
1715 Edgley Street  
1609 W. Diamond Street  
2015 W. Oxford Street  
2337 n. 30th Street  
2441 N. Patton Street  
4859 N. 9th Street

**Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 28 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 28 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 15 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 15 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 15 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 15 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count - Felony 1

**8. TYRONE DAVENPORT**

**Implicated in the fraudulent conveyance of the following properties:**

2330 N. 19th Street

2462 N. Patton Street

2337 N. 30th Street

2441 N. Patton Street

2447 N. Patton Street

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 10 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 10 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 5 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 5 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 5 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 5 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count - Felony 3

**9. JUANITA TORRES**

**Implicated in the fraudulent conveyance of the following properties:**

2316 N. 10th Street  
4312 Waln Street  
4401 N. 9th Street  
3882 Glendale Street  
2070 E. Stella Street

**Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 7 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 7 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 5 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 7 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 7 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 7 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count – Felony 1

## **10. DARALEASE BROWN**

### **Implicated in the fraudulent conveyance of the following properties:**

2257 N. 17th Street  
2404 N. Clarion Street  
2015 W. Oxford Street  
4859 N. 9th Street

#### **Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

#### **Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 4 Counts – Felony 3

#### **Theft by Deception**

18 Pa.C.S.A. §3922: 4 Counts – Felony 3

#### **Forgery**

18 Pa.C.S.A. §4101: 4 Counts – Felony 3

#### **Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 4 Counts – Felony 3

#### **Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 4 Counts – Misdemeanor 1

#### **Securing Execution of Documents**

18 Pa.C.S.A. §4114: 4 Counts – Misdemeanor 2

#### **Conspiracy**

18 Pa.C.S.A. §903: 1 Count – Felony 1

## **11. DAVID LESPIER**

### **Implicated in the fraudulent conveyance of the following properties:**

3036 Tulip Street  
3135 Weikel Street  
3103 Emerald Street  
2309 E. Somerset Street  
2265 E. Ontario Street

#### **Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 10 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 10 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 5 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 5 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 5 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 5 Counts – Misdemeanor 2

**Burglary**

18 Pa.C.S.A. §3502: 1 Count – Felony 1

**Criminal Trespass**

18 Pa.C.S.A. §3503: 1 Count – Felony 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count - Felony 1

**12. VINCENT WILDER**

**Implicated in the fraudulent conveyance of the following properties:**

1827 E. Madison Street

1927 Berkshire Street

**Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 2 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 2 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 2 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 2 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 2 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 2 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count – Felony 1

**13. ALBERTO RODRIGUEZ aka HERMAN RODRIGUEZ**

**Implicated in the fraudulent conveyance of the following properties:**

3135 Weikel Street

3525 Jasper Street

226 E. Roosevelt Boulevard

138 E. Wyoming Avenue

4937 Rosehill Street

**Corrupt Organizations**

18 Pa.C.S.A. §911: 1 Count – Felony 1

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 9 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 9 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 5 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 7 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 7 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 7 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count – Felony 1

**14. MARINO RODRIGUEZ**

**Implicated in the fraudulent conveyance of the following property:**

226 E. Roosevelt Boulevard

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 1 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 1 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 1 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 2 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 2 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 2 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count – Felony 3

**15. MARIA ROMAN**

**Implicated in the fraudulent conveyance of the following property:**

226 E. Roosevelt Boulevard

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 1 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 1 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 1 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 2 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 2 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 2 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count – Felony 3

**16. ZORAIDA CUEVAS**

**Implicated in the fraudulent conveyance of the following property:**

3525 Jasper Street

**Theft by Unlawful Taking or Disposition**

18 Pa.C.S.A. §3921: 1 Counts – Felony 3

**Theft by Deception**

18 Pa.C.S.A. §3922: 1 Counts – Felony 3

**Forgery**

18 Pa.C.S.A. §4101: 1 Counts – Felony 3

**Tampering w/ Public Records or Information**

18 Pa.C.S.A. §4911: 1 Counts – Felony 3

**Tampering with Records or Identification**

18 Pa.C.S.A. §4104: 1 Counts – Misdemeanor 1

**Securing Execution of Documents**

18 Pa.C.S.A. §4114: 1 Counts – Misdemeanor 2

**Conspiracy**

18 Pa.C.S.A. §903: 1 Count – Felony 3

We, the Grand Jury, believe that based upon the evidence we received these defendants should be charged as set forth above.

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Foreperson  
County Investigating Grand Jury

# EXHIBIT A

City of Philadelphia Department of Records

RECORDING INFORMATION SUMMARY (RIS)

The information provided by you will be relied upon by the Department of Records for examination and indexing purposes. If there is any conflict between the RIS and the attached document, the information on the RIS shall prevail for examination and indexing purposes.

1) RETURN DOCUMENT TO:

Name: James Hastings  
 Address: 5411 N 3rd street  
Phila, Pa.  
 Telephone: \_\_\_\_\_

2) Type of Document:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Deed      | <input type="checkbox"/> Mortgage                 | <input type="checkbox"/> Lease/Memorandum of Lease  |
| <input type="checkbox"/> Sheriff's Deed       | <input type="checkbox"/> Release of Mortgage      | <input type="checkbox"/> Assignment of Lease & Rent |
| <input type="checkbox"/> Deed of Condemnation | <input type="checkbox"/> Assignment of Mortgage   | <input type="checkbox"/> Easement                   |
| <input type="checkbox"/> Other Deed           | <input type="checkbox"/> Satisfaction of Mortgage | <input type="checkbox"/> Other _____                |
- (specify)

3) Date of Document: 5 / 31 / 04  
month day year

4) Grantor/Mortgagor/Assignor/Lessor/ Other: a) Fernando De Castris & Judith De Castris  
(Last Name First Name Middle Initial) b) De Castris Fernando, De Castris Judith

5)  Additional names on Continuation Page of RIS

6) Grantee/Mortgagee/Assignee/Lessee/ Other: a) James Hastings  
(Last Name First Name Middle Initial) b) Hastings James

7)  Additional names on Continuation Page of RIS

8) Property Address:  
 a) House No. & Street Name: 5411 N. 3rd street  
 Condo Name(if applicable): \_\_\_\_\_ Unit # \_\_\_\_\_ Philadelphia, PA Zip Code: 19140  
 BRT Account # (optional): \_\_\_\_\_ Parcel Identification Number (PIN) (optional): \_\_\_\_\_

9)  Additional addresses on Continuation Page of RIS

10) Grantee's Mailing Address (Deed Only):

(If Grantee is at a different address than the Property Address listed in Section 5, complete this section.)

a) Grantee or Designee Name: \_\_\_\_\_  
 House No. & Street Name: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

11) Recording Information to be Referenced. Mortgage to be released/satisfied/assigned/modified:

a) Name of Original Mortgagee: \_\_\_\_\_ Recorder's Index Information of Original Mortgage:  
 Recording Date of Original Mortgage: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
month day Year Initials, Book and Page of Doc. ID: \_\_\_\_\_

12)  Additional references on Continuation Page of RIS

13) If applicable, please check:  Consolidation  Subdivision

14) Signature Information

*James Hastings*  
 a) 'OR -or- 'EE Name

b) 'OR -or- 'EE Telephone Number

c) 'OR -or- 'EE Signature

for Records Department use only



**50941795**  
 Page: 1 of 6  
 06/07/2004 11:34AM

This Document Recorded 06/07/2004 11:34AM Doc Code: D  
 State RTT: 120.00 Local RTT: 360.00  
 Doc Id: 50941795 Receipt #: 332967 Rec Fee: 74.50  
 Commissioner of Records, City of Philadelphia

15) Page 1 of

**This Indenture** Made the **31st** day of **May** in the year of our Lord two thousand and **(2004)**

**Between** **Fernando A. De Castris and Judith De Castris W.**

(hereinafter called the Grantor ), of the one part, and

**James Hastings**

(hereinafter called the Grantee ), of the other part.

**Witnesseth** That the said Grantor

**(\$12,000 dollars)** for and in consideration of the sum of lawful money of the United States of America, unto **them** well and truly paid by the said Grantee . at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, **have** granted, bargained and sold, released and confirmed, and by these presents **does** grant, bargain and sell, release and confirm unto the said Grantee **his, her,** heirs and assigns.

**ALL THAT CERTAIN** lot or piece of ground with the buildings and improvements thereon erected, Situate on the Easterly side of third street at the distance of one hundred and seven feet, nine and three quarter inches Southward from the South side of Tabor Road in the forty second Ward of the city of Philadelphia.

**CONTAINING** IN front or breadth on said third street twenty feet and extending of that width in lenght or depth Eastward between parallel lines running with Somerville Avenue seventy eight feet, eight and three eighths inches.

**BEING** 5411 NORTH THIRD STREET

**BEING** the same premises which Joan H Mitchell, Executrix under the will of John R. Kincade, also known as J. Russell Kincade deceased and Joan h. Mitchell, individually by indenture and bearing date the 2nd day of September A.D. 1987 and recorded at Philadelphia in the office for the recording of Deeds, in and for the County of Philadelphia on the 15th day of October A.D. 1987 in deed book F.H.S. 901 page 27 granted and conveyed

unto Joan H. Mitchell and William F. Mitchell her husband, their, heirs  
and assign in fee.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: And also, all the estate, right, title, interest,

property, claim and demand whatsoever, as well in law as in equity, of the said part **ies** of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said part **y** of the second part.

and assigns forever.

In Witness Whereof,

*Fernando De Castros*  
*Judith De Castros*

Scaled and Delivered }  
IN THE PRESENCE OF US: }

*Jos. Santiago*

Commonwealth of Pennsylvania }  
County of Philadelphia } ss.

On this, the **31st** day of **May**, 20 **04**, before me, the undersigned Officer,

, personally appeared

**Fernando A. De castris Judith De castris** know to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARY SEAL  
Carmen Milagro Vazquez, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 20, 2005

*Carmen Milagro Vazquez*

# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

DATE RECORDED \_\_\_\_\_  
CITY TAX PAID \_\_\_\_\_

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is/ls not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

NAME <b>James Hastings</b>	TELEPHONE NUMBER
STREET ADDRESS <b>5411 N. 3rd street</b>	AREA CODE ( )
CITY <b>Phila</b>	STATE <b>Pa.</b>
ZIP CODE <b>19140</b>	

**B. TRANSFER DATA**

GRANTOR(S)/LESSOR(S) <b>Fernando De castris, Judith De Castris</b>	DATE OF ACCEPTANCE OF DOCUMENT
STREET ADDRESS <b>5411 N 3rd street</b>	GRANTEE(S)/LESSEE(S) <b>James Hastings</b>
CITY <b>Phila</b>	STATE <b>Pa.</b>
ZIP CODE <b>19140</b>	ZIP CODE <b>19140</b>

**C. PROPERTY LOCATION**

STREET ADDRESS <b>5411 N. 3rd street</b>	CITY, TOWNSHIP, BOROUGH <b>Phila</b>
COUNTY <b>Phila</b>	SCHOOL DISTRICT <b>Phila</b>
TAX PARCEL NUMBER	

**D. VALUATION DATA**

1. ACTUAL CASH CONSIDERATION <b>\$12,000.00</b>	2. OTHER CONSIDERATION <b>+ 0</b>	3. TOTAL CONSIDERATION <b>= \$12,000.00</b>
4. COUNTY ASSESSED VALUE <b>\$5,189</b>	5. COMMON LEVEL RATIO FACTOR <b>x 3.39</b>	6. FAIR MARKET VALUE <b>= \$17,590</b>

**E. EXEMPTION DATA**

1A. AMOUNT OF EXEMPTION <b>0</b>	1B. PERCENTAGE OF INTEREST CONVEYED
-------------------------------------	-------------------------------------

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_  
(NAME OF DECEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_ Page Number \_\_\_\_\_  
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) **This is a bonafide transfer**  
**transfer taxes are being paid into consideration**

*Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and, to the best of my knowledge and belief, it is true, correct and complete.*

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY 	DATE <b>6/16/04</b>
---	------------------------

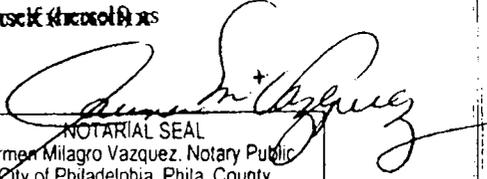
Commonwealth of Pennsylvania  
County of Philadelphia

} ss

On this, the 31st day of May 2004, before me  
the undersigned Officer, personally appeared  
who acknowledged himself to be the

of  
~~XXXXX~~  
~~XXXXX~~  
~~XXXXX~~  
herein committed by signing the name of the corporation by himself (itself) as

In Witness Whereof, I hereunto set my hand and official seal.

  
NOTARIAL SEAL  
Carmen Milagro Vazquez, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 20, 2005

**DEED**

FROM

Fernando De Castis and  
Judith De Castris wife

TO

JAMES HASTINGS  
Premises:  
5411 N. 3rd street  
Philadelphia, Pa.

John C. Clark Company - Phila. 664/S

The address of the above-named Grantee  
is 5411 N 3rd street  
Philadelphia, Pa.

On behalf of the grantee  


# EXHIBIT B



**This Indenture** Made the 6th day of August in the year of our Lord Two Thousand five **Between**

VIRGINIA COONTZ

This Document Recorded 10/12/2005 State RTT: 25.00 Doc Id: 51288372  
09:43AM Local RTT: 75.00 Receipt #: 444535  
Doc Code: D Commissioner of Records, City of Philadelphia Rec Fee: 156.50

DAVID LESPIER

(hereinafter called the Grantors), of the one part, and

(hereinafter called the Grantee), of the other part;

**Witnesseth,** That the said Grantors for and in consideration of the sum of TWO THOUSAND DOLLARS, lawful money of the United States of America, unto Them well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha th granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do th grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, her Heirs and Assigns,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE On the Northeasterly side of Ontario Street at the distance of 39 feet, 6 inches Southeastwardly from the Southeasterly side of Weikel Street, in the 54th Ward of the City of Phila.

CONTAINING in front or breadth on the said Ontario Street, 12 feet 3 inches and extending of that width in length or depth Northeastwardly between parallel lines with the said Weikel Street 50 feet to a certain 3 feet wide alley which extends Northwestwardly into the said Weikel Street.

BEING Known as No. 2265 E. Ontario Street.

TOGETHER with the free and common use, right, liberty and privilege of the aforesaid alley as and for a passageway and watercourses at all times hereafter, forever.

BEING the same premises which Norman S. Brooks by Deed dated 3/11/1985 and recorded 3/15/1985 in the County of Philadelphia in Deed Book FHS 098 page 555, granted and conveyed unto Timothy J. Fletcher and Catherine, his wife, in fee.

AND the said Timothy J. Fletcher and Catherine Fletcher have since been divorced on 6/1987.

AND the said Catherine Fletcher has intermarried with Steven Golden and is now known as Catherine Golden.

PRESENT CONVEYANCE IS FROM EX-HUSBAND AND EX-WIFE TO HER  
SISTER, THEREFORE TRANSFER TAX IS BEING PAID ON EX-HUSBAND'S  
1/2 INTEREST.

**Together** with all and singular buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

**To have and to hold** the said lot or piece of ground above described with the buildings and improvements thereon erected. hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her Heirs and Assigns, to and for the only proper use and behoof of the said Grantee, her Heirs and Assigns forever.

**And** the said Grantors, for themselves, their

Heirs, Executors, and Administrators do th by these presents covenant, grant and agree, to and with the said Grantee, her Heirs and Assigns, that They the said Grantors, their

Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her Heirs and Assigns, against Them the said Grantors, their

Heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them, or any of them, Shall and Will

**WARRANT** and forever **DEFEND**.

**In Witness Whereof** the said parties of the first part to these presents have hereunto set their hands and seals. Dated the day and year first above written.

Signed, Sealed and Delivered }

x Virginia Conyer   
  


Commonwealth of Pennsylvania } ss:  
County of Philadelphia

On this, the <sup>6th</sup> 6TH day of August, 2005, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Philadelphia County

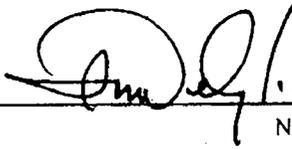
the undersigned Officer.

personally appeared **Virginia Coontz**

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

NOTARIAL SEAL  
IVAN H. DELGADO, Notary Public  
City of Philadelphia, Phila. County, PA  
My Commission Expires October 31, 2006

  
Notary Public

**DEED**

FROM

VIRGINIA COONTZ

TO

DAVID LESPIER

PREMISES:

2256 E. Ontario street  
Phila, Pa. 19134

752-S John C. Clark Col, Phila.

The Address of the above-named Grantee  
is 2256 E. Ontario street  
Phila, Pa. 19134

On behalf of the Grantee

*David Lespierre*

# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO.	PAGE NO.
DATE RECORDED	
CITY TAX PAID	

Complete each section and file with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

NAME <b>David Lesprier</b>	TELEPHONE NUMBER: AREA CODE ( )
STREET ADDRESS <b>2265 E Ontario street</b>	CITY STATE ZIP CODE <b>Phila Pa 19134</b>

**B. TRANSFER DATA**

GRANTOR(S) <b>Virginia Cooniz</b>	DATE OF ACCEPTANCE OF DOCUMENT <b>David Lesprier</b>
STREET ADDRESS <b>2265 E Ontario street</b>	STREET ADDRESS <b>2265 E. Ontario street</b>
CITY STATE ZIP CODE <b>Phila Pa 19134</b>	CITY STATE ZIP CODE <b>Phila Pa 19134</b>

**C. PROPERTY LOCATION**

STREET ADDRESS <b>2265 E Ontario street</b>	CITY, TOWNSHIP, BOROUGH <b>Phila</b>
COUNTY <b>Phila</b>	SCHOOL DISTRICT <b>Phila</b>
TAX PARCEL NUMBER	

**D. VALUATION DATA**

1. ACTUAL CASH CONSIDERATION <b>\$2,500.00</b>	2. OTHER CONSIDERATION <b>+ 0</b>	3. TOTAL CONSIDERATION <b>= \$2,500.00</b>
4. COUNTY ASSESSED VALUE <b>\$ 5,024.00</b>	5. COMMON LEVEL RATIO FACTOR <b>X 3.66</b>	6. FAIR MARKET VALUE <b>= 18,387</b>

**E. EXEMPTION DATA**

7. AMOUNT OF EXEMPTION <b>0</b>	8. PERCENTAGE OF INTEREST CONVEYED <b>100</b>
------------------------------------	--

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_  
(IN NAME OF DECEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_ Page Number \_\_\_\_\_  
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) \_\_\_\_\_

**This is a bonafied transaction taxes are being paid into consideration**

*Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.*

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY

**David Lesprier**

DATE  
**8-04-05**

# EXHIBIT C

This Indenture Made the 17th day of JULY in the year of our Lord two thousand and seven (2007)

Between

INGRID O. AHMED

(hereinafter called the Grantor ), of the one part, and

JUANITA TORRES

(hereinafter called the Grantee ), of the other part.

Witnesseth That the said Grantor

FIVE THOUSAND DOLLARS (\$5,000.00)

for and in consideration of the sum of lawful

money of the United States of America, unto her well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, does granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee and her heirs and assigns.

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected.

SITUATE on the West side of 10th Street and South side of Dakota Street in the 37th Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said 10th Street 17 feet 3 inches and extending of that width in or depth Westward between lines parallel with Dakota Street, 90 feet.

BEING No. 2316 N. 10th Street

And pursuant to 42 PA.C.S.A. Section 6801 et.seq., the Commonwealth of Pennsylvania initiated an action in forfeiture in the Court of Common Pleas of Philadelphia County, known as MR#03004407. This action resulted in the forfeiture of the premises to the Commonwealth of Pennsylvania and Conveyed unto Ingrid O. Ahmed.



51737868 Page: 1 of 4 07/20/2007 09:40AM

This Document Recorded 07/20/2007 09:40AM State RTT: 50.00 Local RTT: 150.00 Doc Code: D Commissioner of Records, City of Philadelphia Doc Id: 51737868 Receipt #: 620728 Rec Fee: 156.50

**Together** with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

the said grantor, as well at law as in equity, of, in, and to the same.

**To have and to hold** the said lot or piece of ground described and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, hereditaments heirs and assigns, to and for the only proper use and behoof of the said Grantee, heirs and assigns forever.

**And** the said Grantor, heirs, executors and administrators do covenant, promise and agree, to and with the said Grantee, heirs and assigns, by these presents, that the said Grantor and heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, heirs and assigns, against the said Grantor and heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

**WARRANT and forever DEFEND.**

**In Witness Whereof**, the part hereunto set hand and seal. Dated the day and year first above written.

**Sealed and Delivered  
IN THE PRESENCE OF US:**

*Carl H. Smith*

*Ingrid Olmsted*



Commonwealth of Pennsylvania } ss:  
County of PHILADELPHIA

On this, the 17TH day of JULY, 2007, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the PHILADELPHIA COUNTY, I, \_\_\_\_\_, the undersigned Officer, personally appeared Ingrid O. Ahmed

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

*Carlos M. Queles*

**NOTARIAL SEAL**  
CARLOS M. QUELES, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires May 10, 2008

# DEED

INGRID O. AHMED

to

JUANITA TORRES

PREMISE: 2316 N. 10TH STREET  
37TH Ward  
PHILADELPHIA, PENNSYLVANIA

752-S John C. Clark Coj, Phila.

The Address of the above-named Grantee  
is 2316 N. 10th Street  
Philadelphia, PA

On behalf of the Grantee

*Carlos M. Queles*

# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT — All inquiries may be directed to the following person:**

NAME <b>Juanita Torres</b>		TELEPHONE NUMBER	
		AREA CODE ( )	
STREET ADDRESS <b>2710 N. Front Street</b>	CITY <b>Philadelphia</b>	STATE <b>PA</b>	ZIP CODE <b>19133</b>

**B. TRANSFER DATA**

GRANTOR(S)/LESSOR(S) <b>Ingrid O. Ahmed</b>		DATE OF ACCEPTANCE OF DOCUMENT	
		GRANTEE(S)/LESSEE(S) <b>Juanita Torres</b>	
STREET ADDRESS <b>2316 N. 10th Street</b>		STREET ADDRESS <b>2316 N. 10th Street</b>	
CITY <b>Philadelphia</b>	STATE <b>PA</b>	ZIP CODE <b>19133</b>	CITY <b>Philadelphia</b>
			STATE <b>PA</b>
			ZIP CODE <b>19133</b>

**C. PROPERTY LOCATION**

STREET ADDRESS <b>2316 N. 10th Street</b>		CITY, TOWNSHIP, BOROUGH <b>Philadelphia</b>	
COUNTY <b>Philadelphia</b>	SCHOOL DISTRICT <b>Philadelphia</b>	TAX PARCEL NUMBER	

**D. VALUATION DATA**

1. ACTUAL CASH CONSIDERATION	\$5,000.00	2. OTHER CONSIDERATION	+ \$0.00	3. TOTAL CONSIDERATION	= \$5,000.00
4. COUNTY ASSESSED VALUE	\$1,600.00	5. COMMON LEVEL RATIO FACTOR	x 3.52	6. FAIR MARKET VALUE	= \$5,632.00

**E. EXEMPTION DATA**

1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED

**2. Check Appropriate Box (below) for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_  
(NAME OF DEED/DEED) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_  
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) \_\_\_\_\_  
**SOLD AS-IS. Taxes paid into consideration.**

*Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.*

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY 	DATE <b>7/18/07</b>
---	------------------------

EXHIBIT D-1



DEVELOPMENT  
AUTHORITY  
OF THE CITY OF  
PHILADELPHIA

1234 Market Street  
16th floor  
Philadelphia, Pa  
19107-3701  
(215) 854-6500

RE:1927 Berkshire st

Dear Ms. Timms

Enclosed please find your ENTRY AUTHORIZATION (E/A) for the above referenced address.

This letter must be accompanied by the properly executed E/A in order for you to legally enter upon the above City owned referenced property/lot.

Please read every page of your Entry Authorization carefully and if you have any questions pertaining to this matter, please contact me by phone at 209-8678.

Sincerely,

*Maria Martino*  
Maria Martino  
Real Estate Department

Enclosure  
:: file - 21097

## AUTHORIZATION TO ENTER UPON CITY OWNED PROPERTY

Name Ms. Timms hereinafter referred to as the "Entrant", has requested permission to enter upon a Property located at 1927 Berkshire hereinafter referred to as the "Property", which is owned by the City of Philadelphia, hereinafter referred to as the "City". The city grants permission to the entrant to enter upon the Property as of 04/04 under the following terms and conditions:

1. The Entrant has submitted such information as required to establish her/his or their initial eligibility, under a housing, economic development, or other program recognized by the City, to receive title to the above Property in accordance with Chapter 16-400.
2. A. The entrant has indicated interest in restoring the Property to productive use as a

### **SINGLE FAMILY DWELLING**

- B. The City makes no representation or warranties of any kind concerning the condition or habitability of the Property at her/his or their own risk.
3. A. The Entrant desires to enter upon the Property immediately to undertake the following activities at her/his or their own expense:

### **RESTORATION OF PREMISES TO HABITABLE CONDITION**

### **NOT TO BE RENTED OR LEASED**

- B. In performing or carrying out any of the aforementioned activities Entrant agrees to comply with all applicable laws, including but not limited to, building and zoning codes of the City of Philadelphia.
- C. The Entrant agrees to substantially complete all of the above activities within nine (9) months from the date of this authorization. The time for substantial completion may be extended by the City or its designee in writing, periods not to exceed six (6) months each.

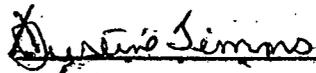
11. A. This Authority shall be revocable by the City or its designee at anytime upon mailing of a notice to the Entrant without any liability by the City, except, where the Entrant has substantially completed the activities to be performed, or is making continual progress. The determination of continual progress will be made by the City, or its designee, after inspection.
- B. If the City decides to revoke this authorization for failure of the Entrant to comply with any of the conditions set forth herein, the Entrant will be given thirty (30) days prior notice in order to cure the default. In the event the default is not cured to the satisfaction of the City, this Authorization may be immediately revoked by the City upon mailing of notice to the Entrant.
12. If Entrant substantially completes the activities to be performed to the satisfaction of the City, the City agrees to initiate necessary action to have the property disposed of in accordance with the provisions of Chapter 16-400 of the Philadelphia Code.
13. The Entrant may relinquish this authorization by notifying the City, or its designee, in writing at least seventy-two (72) hours before the effective date of the relinquishment.
14. This Authorization does not convey any legal interest in the Property to the entrant.
15. This authorization is not transferable, assignable or divisible.

CITY

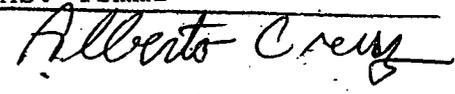
  
Deputy Commissioner Public Property  
562

  
REDEVELOPMENT AUTHORITY  
Real Estate Department

ENTRANT

  
\_\_\_\_\_

Ms. Timms

  
\_\_\_\_\_

4. The Entrant agrees to immediately enter upon the Property and secure all openings against entry by unauthorized persons prior to initiating the aforementioned activities.
5. The Entrant agrees to keep the property clean and free from all ashes, dirt or refuse and keep the steps, if any porches if any, and pavement free from the accumulation of trash, snow and ice.
6. A. The Entrant agrees to use every reasonable precaution to protect the Property from fire, vandalism, or other casualty, and in the event of such occurrence (s), Entrant shall provide notice to the City immediately at the address specified in paragraph 8 below.  
B. The Entrant agrees not to damage the property and in the event damage is caused by entrant, to restore the Property to not less than the same condition which it was found when entered.
7. A. The Entrant hereby agrees to defend, indemnify and hold harmless the City from any and all claims, including, but not limited to, claims for personal injury, death, property damage, payment of materials or labor arising from or in connection with the activities to be performed on the Property.  
B. The Entrant agrees to Release the city or its designee from all claims for injury to herself/himself or themselves damage to her/his or their Property arising from entry or use of the Property.
8. The City hereby designates the Redevelopment Authority (RDA) to monitor compliance with the terms of this authorization and to give all notice required by the City. The Entrant shall deliver any required notice and shall make any inquiries or requests to the Vacant Property Review committee c/o RDA's Real Estate Department at 1234 Market Street, 16th Floor, Philadelphia, PA 19107.
9. The City hereby reserves the right, at anytime, by itself or its designee, including the ir employees or contractor to enter upon and inspect the Property.
10. The Entrant agrees, at her/his or their own expenses, to be responsible for and to pay promptly all rents and charges for water and sewer services and all costs and charges for gas, electricity, or any other utility services and all other costs involved in the care, maintenance and use of the Property.

EXHIBIT D-2

City of Philadelphia Department of Records

RECORDING INFORMATION SUMMARY (RIS)

The information provided by you will be relied upon by the Department of Records for examination and indexing purposes. If there is any conflict between the RIS and the attached document, the information on the RIS shall prevail for examination and indexing purposes.

1) RETURN DOCUMENT TO:

Name: RICHARD Smith  
 Address: 1933 BERKSHIRE ST  
PHILA PA 19124  
 Telephone: \_\_\_\_\_

2) Type of Document:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Deed      | <input type="checkbox"/> Mortgage                 | <input type="checkbox"/> Lease/Memorandum of Lease  |
| <input type="checkbox"/> Sheriff's Deed       | <input type="checkbox"/> Release of Mortgage      | <input type="checkbox"/> Assignment of Lease & Rent |
| <input type="checkbox"/> Deed of Condemnation | <input type="checkbox"/> Assignment of Mortgage   | <input type="checkbox"/> Easement                   |
| <input type="checkbox"/> Other Deed           | <input type="checkbox"/> Satisfaction of Mortgage | <input type="checkbox"/> Other _____ (specify)      |

3) Date of Document: 4 / 11 / 04  
 month day year

4) Grantor/Mortgagor/Assignor/Lessor/ Other: a) THOMAS J. CLARK JR.  
 (Last Name First Name Middle Initial) b) JR. CLARK J. THOMAS

5)  Additional names on Continuation Page of RIS

6) Grantee/Mortgagee/Assignee/Lessee/ Other: a) RICHARD SMITH  
 (Last Name First Name Middle Initial) b) SMITH RICHARD

7)  Additional names on Continuation Page of RIS

8) Property Address:  
 a) House No. & Street Name: 1933 BERKSHIRE ST  
 Condo Name(if applicable): \_\_\_\_\_ Unit # \_\_\_\_\_ Philadelphia, PA Zip Code: 19124  
 BRT Account # (optional): \_\_\_\_\_ Parcel Identification Number (PIN) (optional): \_\_\_\_\_

9)  Additional addresses on Continuation Page of RIS

10) Grantee's Mailing Address (Deed Only):  
 (If Grantee is at a different address than the Property Address listed in Section 8, complete this section.)

a) Grantee or Designee Name: \_\_\_\_\_  
 House No. & Street Name: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 City: \_\_\_\_\_

11) Recording Information to be Referenced. Mortgage to be released/satisfied/assigned/modified:  
 a) Name of Original Mortgagee: \_\_\_\_\_ Recorder's Index Information of Original Mortgage:  
 Recording Date of Original Mortgage: 6 / 9 / 04 Initials, Book and Page or Doc. ID#  
 month day Year

12)  Additional references on Continuation Page of RIS

13) If applicable, please check:  Consolidation  Subdivision

14) Signature Information

Tom Williams  
 a) \*OR -or- \*EE Name

b) \*OR -or- \*EE Telephone Number

c) \*OR -or- \*EE Signature

for Records Department use only



50942643  
 Page: 1 of 6  
 06/08/2004 10:13AM

This Document Recorded 06/08/2004 10:13AM Doc Code: 0  
 State RTT: 84.75  
 Local RTT: 254.25  
 Commissioner of Records, City of Philadelphia  
 Doc Id: 50942643  
 Receipt #: 333174  
 Rec Fee: 74.50

15) Page 1 of

Fee Simple Deed No. 752-S

Printed for and Sold by John C. Clark Co., 1326 Walnut St., Phila.

This Indenture Made the *Seventeen* day of  
*April* in the year of our Lord two thousand and *(2004)*

Between *THOMAS J. CLARK JR.*

(hereinafter called the Grantor ), of the one part, and

*RICHARD SMITH*

(hereinafter called the Grantee ), of the other part.

**Witnesseth** That the said Grantor

*ONE (1.00) DOLLAR*

money of the United States of America, unto *Him*

by the said Grantee , at or before the sealing and delivery hereof, the receipt whereof  
is hereby acknowledged.

confirmed, and by these presents *does*  
confirm unto the said Grantee *His*

for and in consideration of the sum of  
lawful

well and truly paid

granted, bargained and sold, released and

grant, bargain and sell, release and  
heirs and assigns.

*ALL THAT CERTAIN lot or piece of ground with the buildings  
and the improvements thereon erected.*

*SITUATE on the Northeastly side of Berkshire Street (thirty  
feet wide) in Frankford, BEGINNING at the distance of ONE  
HUNDRED TWENTY SEVEN FEET, FOUR AND ONE HALF INCHES northwest-  
wardly from the northwesterly side of Torresdale Avenue (eighty  
feet wide), in the twenty-third ward of the City of Philadelphia*

*CONTAINING in front or breadth on the said Berkshire Street  
FOURTEEN FEET, ONE AND ONE HALF INCHES and extending of that  
width Northeastwardly in length or depth between parallel lines  
at right angles to the said Berkshire Street SEVENTY ONE FEET to  
a certain three feet wide alley extending from the said  
Torresdale Avenue to Tackawanna Street, for the use of this and*

the adjoining premises, the Northwesterly and Southeasterly lines thereof passing through the center of the brick partition walls between this and the adjoining premises to the Southeast and Northwest thereof.

BEING the same premises Charles D. Morris by deed dated July A.D. 1946, and duly recorded in the office for the recording of deeds at Philadelphia in deed

TOGETHER wit the free and common use, right, liberty and the privilege of the aforesid alley as and for a passageway, and watercourse at all times hereafter, forever.

**Together** with all and singular the *buildings* improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

the said grantor, as well at law as in equity, of, in, and to the same.

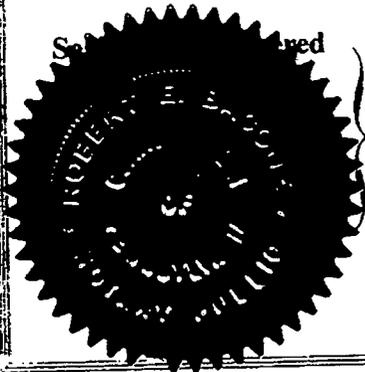
**To have and to hold** the said lot or piece of ground described *with the building and improvements thereon erected* hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, *his* heirs and assigns, to and for the only proper use and behoof of the said Grantee. *his* heirs and assigns forever.

**And** the said Grantor *and his* heirs,

executors and administrators *does* covenant, promise and agree, to and with the said Grantee, *his* heirs and assigns, by these presents, that *he* the said Grantor and *his* heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, heirs and assigns, against *the said Grantor and his* heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under *or any of them,* shall and will

**WARRANT and forever DEFEND.**

**In Witness Whereof,** the part *hereunto set*  
hand and seal . Dated the day and year first above written.



*Thomas J. Clark Jr.*

THOMAS CLARK JR.  
ROBERT E. BACONE, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires: March 11, 2006

*Robert E. Bacone*  
*4-3-04*

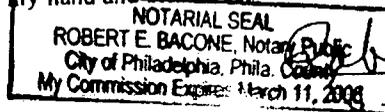


Commonwealth of Pennsylvania } ss:  
County of *Philadelphia*

On this, the *17th* day of *April*, 20 *04*, before me, a Notary Public for  
the Commonwealth of Pennsylvania, residing in the \_\_\_\_\_  
the undersigned Officer.  
personally appeared *Thomas J. Clark Jr.*

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instru-  
ment, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.



*Robert E. Bacone*  
2 - 04 Notary Public

# DEED

FROM

*THOMAS J. CLARK JR.*

TO

*RICHARD SMITH*

*Premises;*

*1933 Benshine Street  
Philadelphia, Pa. 19124*

*752-S John C. Clark Col, Phila.*

The Address of the above-named Grantee

is *1933 N Benshine*  
*Phila, Pa. 19124*

On behalf of the Grantee

*[Signature]*

# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO	PAGE NO
DATE RECORDED	
CITY TAX PAID	

Complete each section and file with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

NAME <i>Richard Smith</i>	TELEPHONE NUMBER
STREET ADDRESS <i>1933 Berkshire</i>	CITY <i>Phila</i>
STATE <i>pa</i>	ZIP CODE <i>19124</i>

**B. TRANSFER DATA**

GRANTOR(S)/LESSOR(S) <i>Thomas j. Clark jr.</i>	DATE OF ACCEPTANCE OF DOCUMENT
STREET ADDRESS <i>1933 Berkshire</i>	GRANTEE(S)/LESSEE(S) <i>Richard Smith</i>
CITY <i>Phila</i>	STATE <i>pa</i>
STATE <i>pa</i>	ZIP CODE <i>19124</i>

**C. PROPERTY LOCATION**

STREET ADDRESS <i>1933 Berkshire</i>	CITY, TOWNSHIP, BOROUGHS <i>Phila</i>
COUNTY <i>Phila</i>	SCHOOL DISTRICT <i>PHILA</i>
TAX PARCEL NUMBER	

**D. VALUATION DATA**

1 ACTUAL CASH CONSIDERATION <i>\$1.00</i>	2 OTHER CONSIDERATION + <i>0</i>	3 TOTAL CONSIDERATION = <i>\$1.00</i>
4 COUNTY ASSESSED VALUE <i>\$2,500.00</i>	5 COMMON LEVEL RATIO FACTOR X <i>3.39</i>	6 FAIR MARKET VALUE = <i>\$8,475.00</i>

**E. EXEMPTION DATA**

1A AMOUNT OF EXEMPTION	1B PERCENTAGE OF INTEREST CONVEYED
------------------------	------------------------------------

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_  
(NAME OF DEEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_.  
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) *This is a bonafide transfer*  
*taxes are being paid into consideration*

*Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.*

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <i>Richard M. Smith</i>	DATE <i>6-2-04</i>
--	-----------------------

EXHIBIT D-3



DEPARTMENT  
AUTHORITY  
OF THE CITY OF  
PHILADELPHIA

1234 Market Street  
10th floor  
Philadelphia, Pa  
19107-3791  
(215) 854-6500

RE: 1814 GILINGHAM STREET

Dear ALBERTO CRUZ

Enclosed please find your **ENTRY AUTHORIZATION (E/A)** for the above referenced address.

This letter must be accompanied by a properly executed E/A in order for you to legally enter upon the above City owned referenced property/lot.

Please read every page of your Entry Authorization carefully and if you have any questions concerning this matter, please contact me by phone at 269-8678.

Sincerely,

*Maria Martino*  
Maria Martino  
Real Estate Department

3000, cash

enclosure

file - 21097

# AUTHORIZATION TO ENTER UPON CITY OWNED PROPERTY

Name ALBERTO CRUZ hereinafter referred to as the "Entrant", has requested permission to enter upon a Property located at 184 GILINGHAM ST. hereinafter referred to as the "Property", which is owned by the City of Philadelphia, hereinafter referred to as the "City". The City grants permission to the entrant to enter upon the Property as of 6-1-05 under the following conditions:

1. The Entrant has submitted such information as required to establish her/his or their initial eligibility under a housing, economic development, or other program recognized by the City, to receive title to the above Property in accordance with Chapter 16-400.

2. A. The entrant has indicated interest in restoring the Property to productive use as a

## **SINGLE FAMILY DWELLING**

B. The City makes no representation or warranties of any kind concerning the condition or habitability of the Property at her/his or their own risk.

3. A. The Entrant desires to enter upon the Property immediately to undertake the following activities at her/his or their own expense:

## **RESTORATION OF PREMISES TO HABITABLE CONDITION**

### **NOT TO BE RENTED OR LEASED**

B. In performing or carrying out any of the aforementioned activities Entrant agrees to comply with all applicable laws, including but not limited to, building and zoning codes of the City of Philadelphia.

C. The Entrant agrees to substantially complete all of the above activities within nine (9) months from the date of this authorization. The time for substantial completion may be extended by the City or its designee in writing, periods not to exceed six (6) months each.

...ability by the City, except, where the  
completed the activities to be performed, or is making continual pr...ly  
of continual progress will be made by the City, or it's designee, action  
B. If the City decides to revoke this authorization for failure of the Entrant  
with any of the conditions set forth herein, the Entrant will be given  
prior notice in order to cure the default. In the event the default is not  
satisfaction of the City, this Authorization may be immediately revoked  
mailing of notice to the Entrant.

- 12. If Entrant substantially completes the activities to be performed to the satisfaction of the City, the City agrees to initiate necessary action to have the property disposed of in accordance with the provisions of Chapter 16-400 of the Philadelphia Code.
- 13. The Entrant may relinquish this authorization by notifying the City, or its designee, in writing at least seventy-two (72) hours before the effective date of the relinquishment.
- 14. This Authorization does not convey any legal interest in the Property to the entrant.
- 15. This authorization is not transferable, assignable or divisible.

**CITY**  
  
Deputy Commissioner Public Property  
562

**ENTRANT**  
X  
\_\_\_\_\_  
\_\_\_\_\_

  
**REDEVELOPMENT AUTHORITY**  
Real Estate Department

4. The Entrant agrees to immediately enter upon the Property and secure all openings against unauthorized persons prior to initiating the aforementioned activities.
5. The Entrant agrees to keep the property clean and free from all ashes, dirt or refuse and keep steps, if any porches if any, and pavement free from the accumulation of trash, snow and ice.
6. A. The Entrant agrees to use every reasonable precaution to protect the Property from fire, vandalism, or other casualty, and in the event of such occurrence (s), Entrant shall provide notice to the City immediately at the address specified in paragraph 8 below.  
B. The Entrant agrees not to damage the property and in the event damage is caused by entry restore the Property to not less than the same condition which it was found when entered.
7. A. The Entrant hereby agrees to defend, indemnify and hold harmless the City from any and all claims, including, but not limited to, claims for personal injury, death, property damage, payment of materials or labor arising from or in connection with the activities to be performed on the Property.  
B. The Entrant agrees to Release the City or its designee from all claims for injury to herself or themselves damage to her/his other Property arising from entry or use of the Property.
8. The City hereby designates the Redevelopment Authority (RDA) to monitor compliance with terms of this authorization and to give notice required by the City. The Entrant shall deliver required notice and shall make any inquiries or requests to the Vacant Property Review Commission c/o RDA's Real Estate Department at 1234 Market Street, 16th Floor, Philadelphia, PA 19102.
9. The City hereby reserves the right, at anytime, by itself or its designee, including the its employees or contractor to enter upon and inspect the Property.
10. The Entrant agrees, at her/his or their own expenses, to be responsible for and to pay for all rents and charges for water and sewer services and all costs and charges for gas, electric, any other utility services and all other costs involved in the care, maintenance and use of the Property.

EXHIBIT E



# This Indenture Made the

AUGUST

in the year of our Lord two thousand and

30th day of

(20 05

Between EDWARD WILKINSON

(hereinafter called the Grantor ), of the one part, and

RICHARD M. SMITH

(hereinafter called the Grantee ), of the other part.

Witnesseth That the said Grantor

One Dollar ( \$ 1.00 )  
money of the United States of America, unto  
by the said Grantee , at or before the sealing and delivery hereof, the receipt whereof  
is hereby acknowledged,  
confirmed, and by these presents  
confirm unto the said Grantee

for and in consideration of the sum of  
lawful  
well and truly paid  
granted, bargained and sold, released and  
grant, bargain and sell, release and  
heirs and assigns,

ALL THAT CERTAIN lot or piece of ground with all the buildings  
and improvements thereon erected.

SITUATE on the West side of Seventeenth Street at the distance  
of twohundred forty-two feet Northward from the North side of  
Dauphin Street in the 16th Ward of the City of Philadelphia.

CONTAINING in front or breath on the said Seventeenth Street  
Sixteen feet and extending of that width in length or depth  
Westwardly between parallel lines at right angles to the said  
Seventeenth Street Sixty-seven feet ten inches to the middty  
of a certain four feet wide alley extending from said Dauphin  
Street to York Street.

BEING Known as No. 2330 North 17th Street

**Together** with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

the said grantor, as well at law as in equity, of, in, and to the same.

**To have and to hold** the said lot or piece of ground described and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns forever.

**And** the said Grantor, heirs,

executors and administrators do covenant, promise and agree, to and with the said Grantee, him heirs and assigns, by these presents, that the said Grantor and heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, him heirs and assigns, against the said Grantor and heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

**WARRANT and forever DEFEND.**

**In Witness Whereof**, the part hereunto set hand and seal. Dated the day and year first above written.

**Sealed and Delivered**  
IN THE PRESENCE OF US:

}

*Edward Wilkinson*

EDWARD WILKINSON



Commonwealth of Pennsylvania } ss:  
County of PHILADELPHIA

On this, the 30th day of AUGUST, 2005, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the \_\_\_\_\_ the undersigned Officer, personally appeared EDWARD WILKINSON

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.



Notary Public

NOTARIAL SEAL  
IVAN H. DELGADO, Notary Public  
City of Philadelphia, Pa. County of Philadelphia  
My Commission Expires October 31, 2008

# DEED

FROM

EDWARD WILKINSON

TO

RICHARD M. SMITH

Premises : 2330 N. 17th St  
Phila, Pa. 19132

752-S John C. Clark Col, Phila.

The Address of the above-named Grantee  
is 2330 N 17th Street  
Phila, Pa. 19132

On behalf of the Grantee



# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO.      PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

NAME <b>RICHARD M. SMITH</b>	TELEPHONE NUMBER: AREA CODE (    )
STREET ADDRESS <b>2330 N. 17th Street</b>	CITY STATE ZIP CODE <b>Phila, Pa. 19132</b>

**B. TRANSFER DATA**

GRANTOR(S)/LESSOR(S) <b>EDWARD WILKINSON</b>	DATE OF ACCEPTANCE OF DOCUMENT	GRANTEE(S)/LESSEE(S) <b>RICHARD M. SMITH</b>
STREET ADDRESS <b>2330 N. 17th Street</b>	STREET ADDRESS <b>2330 N. 17th Street</b>	
CITY STATE ZIP CODE <b>Phila, Pa. 19132</b>	CITY STATE ZIP CODE <b>Phila, Pa. 19132</b>	CITY STATE ZIP CODE <b>Phila, Pa. 19132</b>

**C. PROPERTY LOCATION**

STREET ADDRESS <b>2330 N. 17th Street</b>	CITY, TOWNSHIP, BOROUGH <b>Phila,</b>	
COUNTY <b>Phila,</b>	SCHOOL DISTRICT <b>Phila,</b>	TAX PARCEL NUMBER

**D. VALUATION DATA**

1. ACTUAL CASH CONSIDERATION <b>\$ 1.00</b>	2. OTHER CONSIDERATION <b>+      -0-</b>	3. TOTAL CONSIDERATION <b>=      \$ 1.00</b>
4. COUNTY ASSESSED VALUE <b>\$ 1,440</b>	5. COMMON LEVEL RATIO FACTOR <b>X      3.66</b>	6. FAIR MARKET VALUE <b>=      \$ 5,271</b>

**E. EXEMPTION DATA**

1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED
-------------------------	-------------------------------------

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_  
(NAME OF DECEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_  
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) TRANSFER  
between brothers

*Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.*

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <b>Tom Williams</b>	DATE <b>8-30-05</b>
--	------------------------

# EXHIBIT F



Fee Simple Deed No. 752-S

Printed for and Sold by John C. Clark Co., 1326 Walnut St., Phila.

**This Indenture** Made the 27<sup>th</sup> day of

AUGUST in the year of our Lord two thousand and (2006)

Between GLENN FOX

(hereinafter called the Grantor ), of the one part, and

**BNB REALTORS**

(hereinafter called the Grantee ), of the other part.

**Witnesseth** That the said Grantor

**FIVE THOUSAND DOLLARS ( \$ 5,000.00 )** for and in consideration of the sum of  
money of the United States of America, unto lawful  
by the said Grantee , at or before the sealing and delivery hereof, the receipt whereof well and truly paid  
is hereby acknowledged, granted, bargained and sold, released and  
confirmed, and by these presents grant, bargain and sell, release and  
confirm unto the said Grantee heirs and assigns.

**ALL THAT CERTAIN** lot or piece of ground with the buildings and improvements thereon erected.

**SITUATE** on the Easterly side of Clarion Street at distance of one hundred fifty-eight feet, one inch Northward from the North side of York Street in the 37th Ward of the City Of Philadelphia

**CONTAINING** in front or breadth on the said Clarion street fourteen feet and extending of that width in length or depth Eastward between parallel lines at right angles to the said Clarion Street thirty-six feet, six inches to a wide alley which leads Southward into York Street and Northward into 13th Street.

**BEING** No. 2425 North Clarion Street.

**TOGETHER** with the free and common use, right, liberty, and privilege of the said three feet wide alley as and for a passage way and watercourse at all times hereafter forever.

**Together** with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of

the said grantor , as well at law as in equity, of, in, and to the same.

**To have and to hold** the said lot or piece of ground described with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee , THEM heirs and assigns, to and for the only proper use and behoof of the said Grantee , THEM heirs and assigns forever.

**And** the said Grantor , heirs,

executors and administrators do covenant, promise and agree, to and with the said Grantee , THEM heirs and assigns, by these presents, that the said Grantor and heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee , THEM heirs and assigns, against , the said Grantor and heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

**WARRANT and forever DEFEND.**

**In Witness Whereof**, the part hereunto set hand and seal . Dated the day and year first above written.

**Sealed and Delivered**  
IN THE PRESENCE OF US:

}

*Glenn Fox*  
.....  
GLENN FOX



Commonwealth of Pennsylvania }  
County of PHILADELPHIA } ss:

On this, the 27th day of AUGUST, 2006, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the \_\_\_\_\_

personally appeared GLENN FOX \_\_\_\_\_ the undersigned Officer.

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

NOTARIAL SEAL  
LEORA RENE JACKSON  
Notary Public  
PHILADELPHIA CITY, PHILADELPHIA COUNTY  
My Commission Expires Aug 5, 2007

*Leora Rene Jackson*  
Notary Public

# DEED

FROM

GLENN FOX

TO

BNB REALTORS

Premises: 2425 N. Clarion St  
Phila, Pa.

752-S John C. Clark Col, Phila.

The Address of the above-named Grantee  
is 2425 N. Clarion Street  
Phila, Pa

*Ben Williams*  
On behalf of the Grantee

# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

NAME <b>BNB REALTORS</b>	TELEPHONE NUMBER: AREA CODE ( )
STREET ADDRESS CITY STATE ZIP CODE <b>2425 N. Clarion Street Phila, Pa.</b>	

**B. TRANSFER DATA**

GRANTOR(S)/LESSOR(S) <b>Glenn Fox</b>	DATE OF ACCEPTANCE OF DOCUMENT <b>BNB REALTORS</b>
STREET ADDRESS <b>2524 N Clarion Street</b>	STREET ADDRESS <b>2425 N. Clarion Street</b>
CITY STATE ZIP CODE <b>Phila Pa</b>	CITY STATE ZIP CODE <b>Phila Pa</b>

**C. PROPERTY LOCATION**

STREET ADDRESS <b>2425 N. Clarion Street</b>	CITY, TOWNSHIP, BOROUGH <b>Phila</b>
COUNTY <b>Phila</b>	SCHOOL DISTRICT TAX PARCEL NUMBER <b>Phila</b>

**D. VALUATION DATA**

1. ACTUAL CASH CONSIDERATION <b>\$ 5,000.00</b>	2. OTHER CONSIDERATION <b>+ -0-</b>	3. TOTAL CONSIDERATION <b>= \$ 5,000.00</b>
4. COUNTY ASSESSED VALUE <b>1,440 #800<sup>00</sup></b>	5. COMMON LEVEL RATIO FACTOR <b>X <del>3.37</del> 3.5</b>	6. FAIR MARKET VALUE <b>= <del>5,271</del> 2800<sup>00</sup></b>

**E. EXEMPTION DATA**

1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED
-------------------------	-------------------------------------

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_  
(NAME OF DECEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_.  
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) **Property Need Rehab**

*Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.*

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY 	DATE <b>8-27-06</b>
---	------------------------

# EXHIBIT G

# This Indenture Made the

24th

day of

JANUARY

in the year of our Lord two thousand

(2007 )

Between JOHN M. WILLARD / SUSIE WILLARD



51620607  
Page: 1 of 6  
01/29/2007 02:11PM

LORENZO ABREU

(hereinafter called the Grantor ), of the one part, and

This Document Recorded  
01/29/2007 State RTT: 30.00 Doc Id: 51620607  
02:11PM Local RTT: 90.00 Receipt #: 569793  
Doc Code: D Commissioner of Records, City of Philadelphia Rec Fee: 156.50

(hereinafter called the Grantee ), of the other part,

Witnesseth That the said Grantor

for and in consideration of the sum of

THREE THOUSAND DOLLARS ( \$ 3,000.00 )

lawful

money of the United States of America, unto

well and truly paid by the said Grantee

at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged,

granted, bargained and sold, released and confirmed, and by these presents

grant, bargain and

sell, release and confirm unto the said Grantee

and assigns.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE on the East side Seventeenth Street at the distance of ninety-one feet Northward from the North side of Dauphin Street in the Sixteenth Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Seventeenth Street Sixteen feet and extending of that width in length on depth Eastward between parallel lines at right angles to the said Seventeenth Street ninety-four feet ten inches to a certain three feet wide alley extending Southeast and communicating with a certain other alley two feet six inches wide, which extend Eastwardly into Smedley Street ( formerly atlantic ) Street

BEING No. 2313 N. 17th Street\*

TOGETHER with the free and common use, right, liberty and privilege of the said alley as and for a passageway and watercourse at all times hereafter, forever.

Together with all and singular the *buildings*

improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest property, claim and demand whatsoever of

the said Grantor as well at law as in equity, of, in, and to the same.

To have and to hold the said

and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee *him* hereditaments and assigns, to and for the only proper use and behoof of the said Grantee *him* and assigns forever.

And the said

executors and administrators do covenant, promise and agree, to and with the said Grantee *him* heirs, and assigns, by these presents, that *him*, the said heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee *him*, and assigns, against

heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under *him*, or any of them, shall and will

WARRANT and forever DEFEND.

In Witness Whereof the part

hereunto set

hand

and seal

Dated the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:



John M. Willard  
JOHN M. WILLARD

Sue Willard  
SUE WILLARD

Commonwealth of Pennsylvania  
County of CAMDEN NJ } ss.

On this, the 24th day of JAN, 20 07, before me,

the undersigned Officer,

personally appeared JOHN M. WILLARD / SUSIE WILLARD

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

REBECCA A. ROBINSON  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 9/29/2011

In Witness Whereof, I hereunto set my hand and official seal



**DEED.**

FROM  
JOHN M. WILLARD  
&  
SUSIE WILLARD

TO  
LORENZO ABREU

Premises: 2313 N. 17th Street  
Phila, Pa. 19132

753-S - John C. Clark Company, Philadelphia

The address of the above-named Grantee is  
2313 N 17th Street  
Phila, Pa. 19132  
John M. Willard  
On behalf of the Grantee

# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

DATE RECORDED  
CITY TAX PAID

Complete each section and file with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

NAME <i>LORENZO ABREU</i>	TELEPHONE NUMBER: AREA CODE (    ) STATE                      ZIP CODE
STREET ADDRESS <i>2313 N. 17th Street</i>	
CITY <i>Phila,</i>	STATE <i>Pa.</i>
ZIP CODE <i>19132</i>	

**B. TRANSFER DATA**

GRANTOR(S)/LESSOR(S) <i>JOHN M. WILLARD ? SUSIE WILLARD</i>	DATE OF ACCEPTANCE OF DOCUMENT GRANTEE(S)/LESSEE(S) <i>LORENZO ABREU</i>
STREET ADDRESS <i>2313 N. 17th Street</i>	
CITY <i>Phila,</i>	STATE <i>Pa.</i>
ZIP CODE <i>19132</i>	CITY <i>Phila,</i>
STATE <i>Pa.</i>	STATE <i>Pa.</i>
ZIP CODE <i>19132</i>	

**C. PROPERTY LOCATION**

STREET ADDRESS <i>2313 N. 17th Street</i>	CITY, TOWNSHIP, BOROUGH <i>Phila,</i>
COUNTY <i>Phila</i>	SCHOOL DISTRICT <i>Phila</i>
TAX PARCEL NUMBER	

**D. VALUATION DATA**

1. ACTUAL CASH CONSIDERATION <i>\$ 3,000.00</i>	2. OTHER CONSIDERATION <i>\$ 11,753.48</i>	3. TOTAL CONSIDERATION <i>= \$ 3,000.00</i>
4. COUNTY ASSESSED VALUE <i>800</i>	5. COMMON LEVEL RATIO FACTOR <i>X 3.37</i>	6. FAIR MARKET VALUE <i>= \$ 2,500.00</i>

**E. EXEMPTION DATA**

1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED
-------------------------	-------------------------------------

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_ (NAME OF DECEDENT) (ESTATE FILE NUMBER).
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_  
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) *Property is in need of work*

*Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.*

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <i>James Baker</i>	DATE <i>1-24-07</i>
---	------------------------

# EXHIBIT H

**THIS INDENTURE** Made this 23<sup>rd</sup> day of FEBRUARY ,  
in the year of our Lord Two Thousand Seven (2007)

BETWEEN BYARD BRONW

(hereinafter referred to as "GRANTOR"), of the one part;

AND RUBEN ROSARIO

TWO THOUSAND FIVE HUNDRED ( \$ 2,500.00 )

**WITNESSETH:** That the said Grantor, for and in consideration of the sum  
, lawful money of the United States of America, unto him / her, well  
and truly paid by the said Grantee, at and before the sealing and delivery of these presents,  
the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened,  
released and confirmed and by these presents do grant, bargain, sell, alien, release and  
confirm unto the said Grantee, his / her heirs and assigns:

**ALL THAT CERTAIN** lot or piece of ground with the brick  
dwelling messuage or tenement thereon erected;

**SITUATE** on the North side of Edgley Street at the distance of One hundred  
Eight feet from the Westward side Of Seventeenth Street , in the Thirty-second Ward of  
the City of Philadelphia;

**Continuing** in front or breadth on the said Edgley Street fifteen feet and  
extending of that width in length of depth Westwardly between parallel lines with the said  
Street sixty-five Feet to a certain four feet wide alley extending East and West  
communicating with a certain five feet wide alley leading Northwardly into French  
Street;

**BEING** known as 1715 EDGLEY Street;

**TOGETHER** with all and singular the buildings, improvements, ways,  
streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges,  
hereditaments and appurtenances, whatsoever unto the hereby granted premises  
belongings, or in any wise appertaining, and reversions and remainders, rents, issues  
whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same;



51640723  
Page: 1 of 5  
02/28/2007 01:28PM

This Document Recorded  
02/28/2007 State RTT: 62.00  
01:28PM Local RTT: 187.00  
Doc Code: D Commissioner of Records, City of Philadelphia

Doc Id: 51640723  
Receipt #: 578129  
Reg Fee: 156.50

granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his / her heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns forever.

**AND** the said Grantor does covenant, promise and agreed, to and with the said Grantee, his / hers heirs and assigns, by these presents that, he / she the said Grantor and his/her heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his / her heirs and assigns, against him / her the said Grantor and his / her heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, from or under him / her, or any of them, shall and will

**\*\*\*WARRANT and forever DEFEND.\*\*\***

**In Witness Whereof**, the parties hereunto set their hands and seals.  
Dated the day and year first above written.

**Sealed and Delivered**  
in the presence of us:

\_\_\_\_\_

Byard Brown  
( BYARD BROWN )

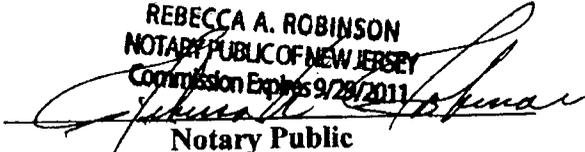
State of New Jersey :

:SS

County of Camden :

**ON THIS**, the 27<sup>th</sup> day of Feb, 2007, before me the undersigned officer, personally appeared **BYARD BROWN**, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he / she executed the same in the capacity therein stated and for the purposes therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

REBECCA A. ROBINSON  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 9/28/2011  
  
Notary Public  
My Commission Expires:

(Seal)

# Deed

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---

**BYARD BROWN**

**TO**

**RUBEN ROSARIO**

---

---

*State of New Jersey*

:

:ss

*County of Camden*

:

Witness my hand and seal of Office this 27<sup>th</sup> day of Feb, 2007.

**Recorder**

---

**The address of the above-name Grantee**

**1715 EDGLEY Street  
Philadelphia, Pa.**

x  
*[Signature]*

# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO.	PAGE NO.
DATE RECORDED	
CITY TAX PAID	

Complete each section and file with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

NAME <i>RUBEN ROSARIO</i>	TELEPHONE NUMBER:
	AREA CODE ( )
STREET ADDRESS <i>1715 EDGLEY Street</i>	CITY <i>Phila</i>
	STATE <i>Pa</i>
	ZIP CODE

**B. TRANSFER DATA**

GRANTOR(S)/LESSOR(S) <i>BYARD BROWN</i>	GRANTEE(S)/LESSEE(S) <i>RUBEN ROSARIO</i>
STREET ADDRESS <i>1715 EDGLEY Street</i>	STREET ADDRESS <i>1715 EDGLEY Street</i>
CITY <i>Phila</i>	CITY <i>Phila</i>
STATE <i>Pa</i>	STATE <i>Pa</i>
ZIP CODE	ZIP CODE

**C. PROPERTY LOCATION**

STREET ADDRESS <i>1715 EDGLEY Street</i>	CITY, TOWNSHIP, BOROUGH <i>Phila</i>
COUNTY <i>Phila</i>	SCHOOL DISTRICT <i>Phila</i>
	TAX PARCEL NUMBER

**D. VALUATION DATA**

1. ACTUAL CASH CONSIDERATION <i>\$ 2,500.00</i>	2. OTHER CONSIDERATION <i>+ \$ 3,745.90</i>	3. TOTAL CONSIDERATION <i>= \$ 2,500.00</i>
4. COUNTY ASSESSED VALUE <del><i>\$ 2,496.00</i></del> <i>72,496.00</i>	5. COMMON LEVEL RATIO FACTOR <i>x 3.37 3.5</i>	6. FAIR MARKET VALUE <del><i>\$ 7,800.00</i></del> <i>\$ 8,736.00</i>

**E. EXEMPTION DATA**

1A. AMOUNT OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED
-------------------------	-------------------------------------

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_ (NAME OF DECEDENT) \_\_\_\_\_ (ESTATE FILE NUMBER).
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_. Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) *Proerty is in need of work*

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <i>[Signature]</i>	DATE <i>7-28-07</i>
---	------------------------

# EXHIBIT I

**This Indenture** Made the **18th** day of

**SEPTEMBER** in the year of our Lord two thousand and **(2006)**

**Between** **JAMES H. BAKER**

(hereinafter called the Grantor ), of the one part, and

**ALBERTA OSBORNE**

(hereinafter called the Grantee ), of the other part.

**Witnesseth** That the said Grantor

**ONE THOUSAND DOLLARS ( \$ 1,000.00 )** for and in consideration of the sum of  
lawful  
money of the United States of America, unto well and truly paid  
by the said Grantee , at or before the sealing and delivery hereof, the receipt whereof  
is hereby acknowledged, granted, bargained and sold, released and  
confirmed, and by these presents grant, bargain and sell, release and  
confirm unto the said Grantee heirs and assigns.

**ALL THAT CERTAIN** lot or piece of ground with the buildinge and  
improvements thereon erected.

**SITUATE** on the West side of Dover Street at the distance of  
three hundred sixty-eight feet eight inches ( 368'8" ) North-  
ward from the Northerly side Columbia Avenue in the 29th Ward of  
the City of Philadelphia.

**CONTAINING** in front or breadth on the said Dover Street fourteen  
feet one inch ( 14' 1" ) and extending of that width in length  
or depty Westward between parallel lines at right angles to the  
said Dover Street fifty-two feet (52') to a certain three feet  
(3') wide alley which extends Northward and Southward from the  
said Columbia Avenue to Montgomery Avenue.

**BEING** No. 1752 North Dover Street.

**TOGETHER** with the free and common use, right, liberty and  
privilege of the aforesaid alley as and for a passageway and  
watercourse at all times hereafter, forever.



**51535754**  
Page: 1 of 4  
09/22/2006 09:53AM

**Together** with all and singular the **buildings** improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

the said grantor , as well at law as in equity, of, in, and to the same.

**To have and to hold** the said lot or piece of ground described with the **buildings and improvements thereon erected** hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee , **her** heirs and assigns, to and for the only proper use and behoof of the said Grantee , **her** heirs and assigns forever.

**And** the said Grantor , heirs,

executors and administrators do covenant, promise and agree, to and with the said Grantee , **her** heirs and assigns, by these presents, that the said Grantor and heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee , **her** heirs and assigns, against the said Grantor and heirs, and against all and every person and persons: whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

**WARRANT and forever DEFEND.**

**In Witness Whereof**, the part hereunto set hand and seal . Dated the day and year first above written.

**Sealed and Delivered**  
IN THE PRESENCE OF US:

*James H. Baker*  
JAMES H. BAKER



Commonwealth of Pennsylvania  
County of PHILADELPHIA

} ss:

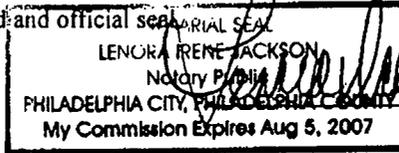
On this, the 18th day of SEPTEMBER, 2006, before me, a Notary Public for  
the Commonwealth of Pennsylvania, residing in the \_\_\_\_\_

personally appeared JAMES H. BAKER

the undersigned Officer,

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instru-  
ment, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal



*Lenora Irene Jackson*  
Notary Public

# DEED

FROM

JAMES H. BAKER

TO

ALBERTA OSBORNE

Premises: 1752 N. Dover St  
Phila, Pa. 19121

752-S John C. Clark Col, Phila.

The Address of the above-named Grantee  
is 1752 N. Dover Street  
Phila, Pa. 19121

*James H. Baker*  
On behalf of the Grantee

# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

CITY TAX PAID \_\_\_\_\_

Complete each section and file with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

NAME <b>ALBERTA OSBORNE</b>		TELEPHONE NUMBER: _____	
STREET ADDRESS <b>1752 North Dover Street</b>		CITY <b>Phila,</b>	STATE <b>Pa.</b>
		ZIP CODE <b>19121</b>	

**B. TRANSFER DATA**

GRANTOR(S)/LESSOR(S) <b>JAMES H. BAKER</b>		DATE OF ACCEPTANCE OF DOCUMENT _____	
STREET ADDRESS <b>1752 North Dover Street</b>		GRANTEE(S)/LESSEE(S) <b>ALBERTA OSBORNE</b>	
CITY <b>Phila,</b>	STATE <b>Pa.</b>	ZIP CODE <b>19121</b>	

**C. PROPERTY LOCATION**

STREET ADDRESS <b>1752 North Dover Street</b>		CITY, TOWNSHIP, BOROUGH <b>Phila,</b>	
COUNTY <b>Phila,</b>	SCHOOL DISTRICT <b>Phila,</b>	TAX PARCEL NUMBER _____	

**D. VALUATION DATA**

1. ACTUAL CASH CONSIDERATION <b>\$ 1,000.00</b>	2. OTHER CONSIDERATION <b>\$ 6,210.57</b>	3. TOTAL CONSIDERATION <b>= \$ 1,000.00</b>
4. COUNTY ASSESSED VALUE <b>288</b>	5. COMMON LEVEL RATIO FACTOR <b>X 3.37</b>	6. FAIR MARKET VALUE <b>= \$ 900</b>

**E. EXEMPTION DATA**

1A. AMOUNT OF EXEMPTION _____	1B. PERCENTAGE OF INTEREST CONVEYED _____
----------------------------------	--

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_  
(NAME OF DECEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_  
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) **Property is in need of work**

*Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.*

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <b>Dom Tormel</b>	DATE <b>9-18-06</b>
--	------------------------