# INDEX TO THE EXHIBITS

(For *Watts, et. al., vs. Circuit Court of Cook County, ILLINOIS, et. al.*)

| Instrument | Docket/Tab# |
|---|---|
| Fla. Supreme Court citation, showing Plaintiff Watts' involvement in the infamous Terri Schiavo case: He almost won the case, all by himself —doing better than all other parties, including former Fla. Gov. John Ellis 'Jeb' Bush | **Exhibit-A** |
| U.S. Cir. Court of Appeals citation, showing Plaintiff Watts' involvement in the recent 'Gay Marriage' case: He was the only non-lawyer whom The Court let file and Amicus brief | **Exhibit-B** |
| Recent columns and a letter by Plaintiff Watts, which only got published by *The Ledger* because Watts verified factual allegations in question. | **Exhibit-C** |
| Signed agreement between class plaintiff Daniggelis and disbarred lawyer, Paul L. Shelton, placing time-restrictions on contract | **Exhibit-D** |
| Signed statement from Erika Rhone placing use restrictions on her POA | **Exhibit-E** |
| 3/8/2013, order by Judge Michael F. Otto, admitting that the July 9, 2006 warranty deed "is in most respects identical" to the May 9, 2006 warranty deed that Daniggelis signed (except, of course, for the word 'July' being hand-written in), which supports Daniggelis claims that there was photocopy forgery of his signature, which forgery - all by itself - would void the entire illegal transfer of title. [Ex.-F, p.4, top of page] | **Exhibit-F** |
| Oct 15, 2018 Email from then-Deputy Chief, Patricia O'Brien admitting that: "as you are well aware, this case is eleven years old and was several boxes in size many years ago." | **Exhibit-G** |
| **11/16/2015 ORDER** by Hon. Sanjay T. Tailor striking 2 motions | **Exhibit-H** |
| **02/27/2019** "Rule 321 motion to limit Contents of the Record on Appeal," filed by plaintiff Watts before Judge Diane M. Shelley | **Exhibit-I** |
| **Timely 01/08/2018 Notice of Appeal** of Judge Shelley's order | **Exhibit-J** |
| Sworn affidavit and Amicus brief, filed before Judge Michael F. Otto | **Exhibit-K** |
| 7-7-2017 Motion to Intervene & affidavit, filed before Judge Shelley | **Exhibit-L** |
| Collection of adverse orders (3-1-18 order by Judge Flannery, and recent orders by ILLINOIS 1st Appellate Court) | **Exhibit-M** |

# Exhibit-A

(For *Watts, et. al., vs. Circuit Court of Cook County, ILLINOIS, et. al.*)

[1] ***In Re: GORDON WAYNE WATTS (as next friend of THERESA MARIE 'TERRI' SCHIAVO),* No. SC03-2420 (Fla. Feb.23, 2005),** denied 4-3 on rehearing. (Watts got 42.7% of his panel)
https://www.floridasupremecourt.org/clerk/dispositions/2005/2/03-2420reh.pdf

[2] ***In Re: JEB BUSH, GOVERNOR OF FLORIDA, ET AL. v. MICHAEL SCHIAVO, GUARDIAN: THERESA SCHIAVO,* No. SC04-925 (Fla. Oct.21, 2004),** denied 7-0 on rehearing. (Bush got 0.0% of his panel before the same court)
https://www.floridasupremecourt.org/clerk/dispositions/2004/10/04-925reh.pdf

[3] ***Schiavo ex rel. Schindler v. Schiavo ex rel. Schiavo,* 403 F.3d 1223, 2005 WL 648897 (11th Cir. Mar.23, 2005),** denied 2-1 on appeal. (Terri Schiavo's own blood family only got 33.3% of their panel on the Federal Appeals level)
https://media.ca11.uscourts.gov/opinions/pub/files/200511556.pdf

# Exhibit-B

(For *Watts, et. al., vs. Circuit Court of Cook County, ILLINOIS, et. al.* )

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ORDER:

Clare Anthony Citro's motions for leave to file out of time and for leave to file a brief as *amicus curiae* are DENIED.

Gordon Wayne Watts's motion for leave to file an amended *amicus curiae* brief is GRANTED.

Boody B. Martin

UNITED STATES CIRCUIT JUDGE

EXHIBIT - C

Ex - C

Civ Ct Cook Cty ILLINOIS, et al

Ross Has Heavy Hand Onl...

www.theledger.com/article/20130124/EDITO2/130129635

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[ LETTER ]

# Ross Has Heavy Hand Online

*Published: Thursday, January 24, 2013 at 12:41 a.m.*
*Last Modified: Thursday, January 24, 2013 at 12:41 a.m.*

Re: "Ross: Spending Cuts Needed to Reduce Deficit," Jan. 2. Your article begins with this paraphrase: "Rep. Dennis Ross would have voted against legislation to stop from going over the fiscal cliff even if it meant going over it."

Although I agree with his fiscal-cliff no vote, this time, here is a canard. Because he voted yes on four of six pork-laden appropriation bills in his tenure, Ross is not conservative. Appropriation bills are huge and dwarf all other spending.

However, when I tried to express my views on this and other political matters on his Facebook page, he deleted all my comments and blocked me from posting.

Were this his personal Facebook page or Twitter feed, this would be immoral, but not illegal. However, so long as I don't threaten, harass or use vulgar language, I have a right to post on his public page, distinct from a private or personal page. He's violating free-speech rights and, by extension, First Amendment rights of redress.

Most readers know that, while I have strong opinions, I've never gotten banned from The Ledger's forums, so I'm clearly not a troublemaker.

Furthermore, if it were "just Gordon" complaining, you might give Ross the benefit of the doubt.

However, many people are making complaints that Ross unjustly blocked them from these social networks.

If Ross is not justified in this, then why is he doing it? To silence those who disagree with legislative requests of rich campaign contributors?

GORDON WAYNE WATTS

Lakeland



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- City of Lakeland Pays $25,000 Settlement to Woman in Bra-Shaking Incident
- Bank of America Takes a Hit With Litigation Costs
- Judicial Panel Endorses Reprimand of Polk Judge Accused of Inappropriate Relationship
- Lakeland-Based J. Burns' Pizza Shop Opens New Location on Anna Maria Island



redaction-4.JPG - Paint

start | 2:13 PM

## COMMUNITY VIEWPOINT: STUDENT DEBT

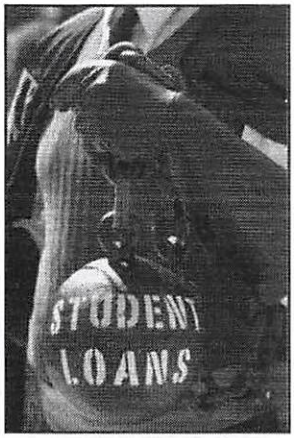
# A Polk Perspective: Fix our bankrupt policy on student debt

By Gordon Wayne Watts
Guest columnist

**Published: Thursday, August 4, 2016 at 12:01 a.m.**

**Last Modified: Tuesday, August 2, 2016 at 9:13 p.m.**

In May 2014 U.S. Rep. Dennis Ross told those listening to a "teletown" hall meeting that if college students can't repay their loans from a private bank, we should "go back" to our prior laws and allow them to declare bankruptcy.




Enlarge |

*AP Photo/Jacquelyn Martin*

"If a student does file for bankruptcy [under current laws], they can have all other debt discharged — but their student loans. So, we're not really doing a good service ... by making them over-indebted for their education," Ross said at the time.

Ross breaks ranks with the typical GOP opinion with this candid admission. For example, HR 1674, the Private Student Loan Bankruptcy Fairness Act of 2015, a bill introduced in March 2015 by Rep. Steve Cohen, D-Tenn., that would allow bankruptcy proceedings for student loans has 40 co-sponsors, all Democrats.

Typically, most or all cosponsors of such bills are Democrats. But both parties are reluctant to allow bankruptcy discharge for college loans as regularly happens with credit card users, banks, or the über-rich.

Although Ross made these statements two years ago, he has yet to introduce bills offering relief to suffering students. This is troubling because Ross claims to support such an idea, yet hasn't acted on his belief. He acknowledges that college loans deserve bankruptcy, but has yet to introduce or cosponsor such legislation.

Does he only represent the rich?

Not only would bankruptcy — and other standard consumer protections, like truth in lending, refinancing and statutes of limitations — help struggling college borrowers, they would scare off lenders, resulting in sharp declines in tuition.

Actually, making college loans equal to credit card loans would extend to them all standard consumer protections.

Ross should cosponsor bills like HR 449, the Discharge Student Loans in Bankruptcy Act of 2015, which, surprisingly, has bipartisan support, and which would allow borrowers to discharge private loans as well as those from nonprofits and government.

Then, Congress should pass a bill reversing the obscene increases in college loan limits as allowable by the College Access and Opportunity Act of 2005, a bill introduced by former Speaker John Boehner, which was the cause of this crippling and massive college debt, and benefited only the banks and universities.

When colleges and universities knew students could take out "deep pockets" loans, they jacked up tuition in response to the additional money available,

thereby fueling tuition inflation and proving former Education Secretary Bill Bennett's hypothesis: When you subsidize anything, price goes up.

At the teletown hall meeting, Ross also said that we needed to "get the government out of the business of loaning the money because we're loaning taxpayer dollars."

However, he has yet to introduce a bill that does this.

So, please end all higher education loans.

American colleges in the 1950s and '60s were the best in the world without the need for loans. We can do without loans today.

Many experts, such as former Congressman Ron Paul and Bennett, agree that we shouldn't even have college loans in the first place. When universities see subsidies, they increase tuition simply to pay for big-dollar salaries.

This costs students skyrocketing tuition and taxpayers, who back these loans.

For those who think I'm asking for a liberal, free handout, remember college used to be free in America, and currently is free in many technologically advanced countries, including Germany. Indeed, liberals have a strong argument for free college, since an uneducated, debt-burdened populace threatens our national security.

So, if a strong argument exists for free college, how much more indefensible is it to deny the modest reforms I've suggested?

Students are told from their youth that they need an education to compete in today's world. Let's not punish them forever for doing what is right.

So, I ask Congressman Ross to introduce legislation that represents the 99 percent, not the rich 1 percent — legislation that simply makes college loans "equal" in all respects to credit card loans.

Once that is done, end this wicked college loan system. We never needed it in the past, and we need to end this new form of debt slavery. Slavery was wrong in the past, and it's wrong now. It must stop.

Gordon Wayne Watts (contact him at GordonWatts.com or GordonWayneWatts.com) is a Lakeland resident and a former candidate for the Florida House of Representatives.

The Ledger

Opinion

# Polk Perspective: Rescue taxpayers from mounting student debt


Signe Wilkinson, Philadelphia Daily News

By Gordon Wayne Watts / Guest columnist

Posted Nov 16, 2018 at 12:01 AM

On Aug. 4, 2016, The Ledger published my guest column on student debt, and not coincidentally, U.S. Rep. Dennis Ross, R-Lakeland, the subject of my column, introduced HR 6191, the "Student Loan Repayment Act of 2016," on Sept. 27 that year.

What have we learned since then?

Apparently nothing.

First a caveat: While I'll continue my unrelenting political attack on Ross' liberal tax-and-spend policies, I'm not attacking him as a person, and condemn not only actual attacks, which we've seen of late, but even verbal insults. We can disagree without attacking the person.

HR 6191 was a small step in the right direction, but it was basically just an employer tax credit to help match funds for college debt, and optional at that. It never passed into law.

My prior column documented Ross' promise to not only support bankruptcy equality for collegiate loans, but also opposition for use of tax dollars to make or guarantee said loans. But he never introduced legislation for either. Where has that gotten us?

Collegiate debt, now almost $2 trillion, is almost 10 percent of total U.S. debt. I predict we will crash the U.S. dollar if we ignore "crazy Gordon" one more time.

But it's worse than that.

While 10 percent may not seem like a lot — national defense and Social Security are about 60 percent of the budget — use of tax dollars to make or back collegiate debt can be eliminated totally, unlike defense and other programs, which can only be cut a tiny bit, for both political and actual reasons.

Indeed, back in the 1950s we used little or no tax dollars for college loans. They got credit cards, if they needed credit. Most didn't, since college was affordable in the first place.

Short of World War III, or a terrorist attack, the crash of the dollar is the worst disaster we face.

Our Founding Fathers, victims of British banks and merchants' predatory lending, included bankruptcy rights in the Constitution, ahead of the power to raise an army and even to declare war. Known as the "Uniformity Clause," it is a special type of equal protection. Said John Adams, "There are two ways to enslave and conquer a nation. One is by the sword. The other is by debt."

So, I call on Ross to introduce a bill to begin reversing the loan limit increases made by the "College Access and Opportunity Act of 2005," a bill by former House Speaker and RINO John Boehner.

This is why I call fellow Republicans "spending" liberals, as we spend tax dollars for something that we not only didn't need in the past, but which, actually, induces colleges to increase tuition to match increased borrowing abilities.

And the "tax" part? Well, tuition is technically a tax, as it's funding to an arm of government (state goverment colleges), and students are sorely overtaxed.

I also call on Ross to co-sponsor HR 2366, which would afford student loans the same bankruptcy protection as, say, credit cards, and also unsecured debt — President Donald Trump's businesses repeatedly got bankruptcy discharge for millions.

Does the Constitution, or fiscal conservatism, matter to Republicans anymore?

Ross used to be a fiscal conservative while in the Florida House. But it's documented that then-Speaker Marco Rubio punished Ross and one other representative for voting against the costly, and risky, reinsurance bill that made Citizens Property Insurance the largest property insurer in Florida.

Ross voted to get the tax dollar "off the hook" for this liberal tax-and-spend boondoggle, and was booted off a committee for it. Now that he's in Congress, he seems afraid to do the right thing.

I encourage him to do the right thing in the use of our tax dollars. If HR 2366 passes, taxpayers will not have to bail out students filing bankruptcy. In fact, bankruptcy, the "economic Second Amendment," would scare off lenders — resulting in decreases in loans, and lower tuition — and the sharp decline in collegiate loans would save taxpayers huge amounts, not counting the millions in interest we pay on these toxic, predatory and subprime collegiate loans.

*Gordon Wayne Watts (contact him at GordonWatts.com or GordonWayneWatts.com) is a Lakeland resident and a former candidate for the Florida House of Representatives.*

EXHIBIT - D

Agreement

I, PAUL L. SKELTON, agree to hold the warranty deed executed today, in escrow, to be used only to close this contract on or about May 12th, 2006.

If Richard Daniggelis chooses not to close on or before May 19th, 2006, he shall pay as ~~liquidated~~ damages to Joseph Yunes the amount of $10,000.00 as and for their 2nd Services rendered, ~~within 6 months~~ AT END OF 10 MONTHS

If the closing does not take place on or before May 19th, 2006, the contract is null and void, and the ~~liquidated~~ damages will be due IN 10 MONTH

Richard Daniggelis
RICHARD DANIGGELIS

PAUL L SKELTON

EXHIBIT-E

~~AGREEMENT~~

MAY 19, 2006

AS LONG AS I (RICHARD) DO NOT SIGN OR SELL ~~SALE~~ WITH ANYONE ELSE AND PAUL RECEIVES HIS MONEY BACK BY EITHER SELLING TO YIONES OR RICHARD PAYING HIM BACK DIRECTLY I (ERIKA) WILL NOT USE THE POWER OF ATTORNEY FOR ANY REASON OTHER THAN TODAY'S PAYMENT OF ANY LEGAL AND MORTGAGE APPEARAGE

ERIKA RHONE

Exhibit F

Exhibit "F" -- Gordon Wayne Watts filing

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**
**COUNTY DEPARTMENT, CHANCERY DIVISION**
**MORTGAGE FORECLOSURE/MECHANICS LIEN SECTION**

| | | |
|---|---|---|
| **U. S. BANK, N.A., *etc.*,** | ) | |
| | ) | |
| **Plaintiff,** | ) | **Case No. 07 CH 29738** |
| | ) | |
| **vs** | ) | **1720 N Sedgwick Ave.** |
| | ) | **Chicago, IL** |
| **JOSEPH YOUNES, RICHARD DANIGGELIS,** | ) | |
| ***et al.*,** | ) | |
| | ) | |
| **Defendants.** | ) | |

**ORDER**

**THIS MATTER** coming before the Court for ruling on the Motion of Plaintiff/Counter-Defendant U.S. Bank National Association ("Plaintiff" or the Bank) for Partial Summary Judgment as to Counts II and III of the Third Amended Complaint and Counts I, II, III and V of Richard Daniggelis's Amended Counterclaim, and Counter-Plaintiff Daniggelis's Motions to Strike the Affidavits of Rashad Blanchard and Howard Handville, the Court being fully advised in the premises including the oral arguments presented regarding this and other motions on February 15, 2013;

**THE COURT HEREBY ORDERS:**

The Bank's Motion for Partial Summary Judgment is denied in part as moot, and granted in part, and Daniggelis's Motions to Strike are denied as moot, for the reasons stated below.

**Background**

This case has been pending before this Court for approximately five and a half years. Voluminous pleadings have been filed, motion practice engaged in and discovery propounded. The relevant factual framework for purposes of the issues raised in the motions presently before the Court, however, can be stated succinctly. In short, Daniggelis claims to be the victim of mortgage rescue fraud. *See, e.g., LaSalle Bank v. Ferone,* 384 Ill. App. 3d 239 (2d Dist. 2008). He asserts that in 2006, Paul Shelton, Erika Rhone and Joseph Younes conspired to dupe him into signing over to Younes a deed to his home, under the guise of rescuing his home from a foreclosure suit then pending against Daniggelis. They then subsequently misused that deed, along with a power of attorney Daniggelis had executed to Rhone, to effectuate a sale to Younes without Daniggelis's consent.

The Bank has now moved for partial summary judgment, arguing in essence that the Bank merely provided money to finance a facially valid transaction. As such, the Bank argues, it must be held blameless regardless of whether any such fraud in fact occurred.

The below facts are either uncontradicted or are taken from Daniggelis's December 3, 2009 Verified Third Amended Answer, Affirmative Defenses and Counterclaims, and the Exhibits thereto. For the purposes of this Motion, the Court assumes the truth of the well-pled facts contained therein. The Court makes no finding to that effect, however, as it is not necessary (nor would it be appropriate) to do so at the summary judgment stage.

Defendant Daniggelis has lived at the subject property since 1989. In 2004, he fell behind on his mortgage payments and his lender, Deutsche Bank, filed a foreclosure action against him in this Court. *See Deutsche Bank v. Daniggelis*, No. 04CH10851.

In May 2006, while the Deutsche Bank foreclosure action was still pending, Daniggelis signed a warranty deed transferring the property to Defendant Joseph Younes. Daniggelis has attached that deed as Exhibit G to the Counterclaim.

Also in May 2006, Daniggelis executed a "Limited Power of Attorney For Real Estate Transaction" (POA) in favor of Rhone. Daniggelis has attached the POA as Exhibit L to the Counterclaim.

Exhibit L consists of two pages. Daniggelis asserts that both pages are part of the POA. Page 1 is a typewritten document, captioned as noted above. It is signed by Daniggelis, and names Rhone as his

> true and lawful Attorney-In-Fact to act in, manage and conduct all my affairs individually for that purpose in my name and on my behalf to do and execute any or all of the following acts, deeds, and other documents and things, to wit:
>
> To execute any and all documents and perform any and all acts necessary to effectuate the sale of the property at:
>
> THE EAST 66 FEET OF LOT 8 IN C. J. HULLS SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
>
> CKA: 1720 North Sedgwick Street Chicago Illinois 60614
>
> PIN#: 14-33-324-044-0000
>
> Other Acts (if any):_____

> **HEREBY GIVING AND GRANTING** unto my said attorney full power and authority whatsoever requisite or proper to be done in or about the premises, as fully to all intents and purposes as I might or could lawfully do if personally present, and hereby certifying and confirming all that my said attorney shall do or cause to be done under and by virtue of these presents.

(Counterclaim Exh. L, p. 1.) Page 1 of Exhibit L provides that the POA would remain in effect until revoked in writing, and was in any event irrevocable until June 30, 2006. On its face, Page 1 of Exhibit L contains no restrictions other than as noted above. It does not refer to any additional pages or terms. It bears Daniggelis's signature at the bottom of the page.

Page 2 of Exhibit L is a document handwritten on lined paper. Daniggelis asserts that the page was signed by Rhone (CC ¶ 76), but the Exhibit does not bear any signature. It provides:

> AS LONG AS I (RICHARD) DO NOT SIGN
> OR SELL WITH ANYONE ELSE
> AND PAUL RECEIVES HIS MO [*sic*][1]
> BACK BY EITHER SELLING
> JOE YIONES [*sic*] OR RICHARD PAY
> HIM BACK DIRECTLY I ERIKA WILL N
> USE THE POWER OF ATTORNEY F
> ANY REASON OTHER THAN TODA
> PAYMENT OF ANY LEGAL AND MORTGAGE ARREARAGE

(Counterclaim Exh. L, p. 2.)

Subsequently, on July 28, 2006, there was a closing at Stewart Title. Daniggelis did not attend the closing. Where Daniggelis's signature was required on the closing documents, they were signed "Richard Daniggelis, attorney in fact, Erika Rhone." The settlement statement from the closing lists Daniggelis as selling of the property to Younes, for a purchase price of $833,000.

To finance the property, Younes entered into the loan at issue in the present matter, in the amount of $583,100, in addition to funds from at least two separate sources. The settlement statement indicated that among the disbursements was a payoff in full of the Daniggelis mortgage with Deutsche Bank, in the amount of $634,604.55.

Daniggelis attaches as Exhibit DD to his Counterclaim a copy of the warranty deed from Daniggelis to Younes which was recorded with the Cook County Recorder of Deeds on August

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[1] The Court has reproduced the text of the Court's copy of the document verbatim including where lines end. Due perhaps to imperfect reproduction, it appears that the rightmost edge of page 2 of Exhibit L may have been cut off, resulting in some letters being omitted.

16, 2006. The document is in most respects identical to the warranty deed Daniggelis claims to have signed in May. The date, however, differs. Exhibit G to the Counterclaim states that it was signed "on this 9th day of May, 2006." The entire clause is typewritten. The recorded version of the deed, however, states that it was signed "on this 9th day of July, 2006." The word "July" is handwritten in the document. No initials appear next to it. (Exh. DD.) The notary stamp also contains a handwritten "July."

In August 2006, Rhone came to Daniggelis's home, informed him about the July 2006 closing, and tendered him copies of the closing documents, which he refused to accept. In April 2007, Daniggelis filed a Notice of Forgery with the Recorder of Deeds, stating that the deed filed in August 2006 was a forgery.

Daniggelis contends that the deed he signed in May 2006 was intended to take effect only if the property was sold on or before May 31, 2006. He claims that the July 2006 closing took place without his awareness or consent.

**Pleadings**

**Complaint.** In 2007, LaSalle Bank filed the instant foreclosure action. The Bank's third amended complaint, filed October 7 2011, is in three Counts. Count I of the Complaint is a mortgage foreclosure action, asserting that mortgagor Younes has defaulted on the July 2006 loan. Count II of the Bank's Complaint seeks equitabe subrogation to the Deutsche Bank loan which was paid off at the July 2006 closing. Count III of the Complaint seeks to recover principal and interest on the July 2006 loan based on the theory of unjust enrichment.

**Counterclaim.** Daniggelis answered the Complaint and brought an 11-count Counterclaim. The several counts of the Counterclaim seek relief against many counter-defendants, including the Bank, Younes, Rhone, Shelton, Stewart Title, and others. Multiple legal theories are raised. Only four counts of the Counterclaim are at issue for purposes of the present motion, however. Those are:

**Count I**: Quiet Title: Invalid Deed

Here Danigellis seeks to quiet title in himself because the Bank (and others) "knew or should have known that the deed had been altered on its face and was no longer valid when the closing occurred."

**Count II**: Quiet Title: Invalid Power of Attorney

Here Danigellis seeks to quiet title in himself because the Bank (and others) "knew or should have known that Daniggelis did not consent to the closing" because the POA "specified that it was only to be used to pay the arrearages on the Home and not for any other purpose."

**Count III**: Rescission Based on Unjust Enrichment

Here Danigellis seeks to rescind the transaction as against the Bank because the Bank was "unjustly enriched to the extent it received fees from the subject transaction and/or a security interest in Daniggelis's property and the right to collect interest on the new mortgage executed by Younes."

**Count V**: Quiet Title: Based on Erika Rhone and Paul Shelton's Fraud Against LaSalle Bank, N.A.

Here Danigellis seeks to quiet title in himself because Rhone and Shelton "fraudulently used the Power of Attorney and Warranty Deed to effectuate the sale of the Home to Younes" and the Bank (and others) "knew or should have known that Rhone used the Power of Attorney fraudulently to effectuate the sale to Younes."

**Motion Practice**

The Bank has now moved for Summary Judgment on Counts II and III of its Complaint and Counts I, II, III and V of the Daniggelis Counterclaim.

Daniggelis filed no response to the Bank's Motion, but instead only moved to strike the affidavits of Rashad Blanchard and Howard Handville, which were among the exhibits to the Bank's Motion. The Bank filed a combined Response to Daniggelis's Motions to Strike.

Concurrently with Bank's Motion for Summary Judgment and Daniggelis's Motions to Strike, numerous other motions were brought.

- The Bank brought a separate motion for summary judgment on Count I of the Complaint (foreclosure) against Younes, Mortgage Electronic Registration Systems, Inc. ("MERS"), and unknown owners and non-record claimants – this motion was not directed against Daniggelis.

- The Bank also moved to find MERS in default.

- Daniggelis moved for summary judgment against the Bank on Counts I, II and III of the Complaint.

- Younes moved for Summary Judgment against Daniggelis, contending that Younes was a bona fide purchaser for value. This motion does not on its face state explicitly the counts of the pleadings towards which it is directed, but does reference Daniggelis's three quiet title counts against Younes (Counts I, II and V of the counterclaim).

The Court disposed of all motions other than the pending Motion for Summary Judgment and Motions to Strike as provided in its Order of February 15, for the reasons stated on the record at the hearing.

**ANALYSIS**

I. Counts II and III of the Third Amended Complaint

The Court denies the Bank's Motion as to Counts II and III of the Third Amended Complaint on the grounds of mootness. At the February 15 hearing, after the Court had disposed of the other motions noted above, the Court inquired of the Bank whether there remained a need to decide the instant motion for summary judgment given the Court's disposition of the other motions – specifically, the Court having granted Younes's Motion for Summary Judgment against Daniggelis and the Bank's Motion for Summary Judgment on Count I of the Complaint. The Bank acknowledged that the instant motion was moot as it pertains to Counts II and III of the Complaint, because those Counts sought relief if the Court found Daniggelis's rights superior to Younes (or declined to rule). Because the Court has granted the Bank a judgment of foreclosure against Younes based on the default on the July 2006 mortgage, and has found Younes to be a bona fide purchaser from Daniggelis, there is no need to resolve Counts II and III of the Complaint.

II. Counts I, II, III and V of the Counterclaim

The Court grants the Bank's Motion for Summary Judgment on Counts I, II, III and V of the Counterclaim. On these matters, the Bank's Motion is a *Celotex*-type motion for summary judgment. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 91 L. Ed. 2d 265, 273, 106 S. Ct. 2548, 2552 (1986). As the Appellate Court has explained:

> A defendant who moves for summary judgment may meet its initial burden of production in at least two ways: (1) by affirmatively disproving the plaintiff's case by introducing evidence that, if uncontroverted, would entitle the movant to judgment as a matter of law (traditional test), or (2) by establishing that the nonmovant lacks sufficient evidence to prove an essential element of the cause of action (*Celotex* test).

*Williams v. Covenant Med. Ctr.*, 316 Ill. App. 3d 682, 688-689 (4th Dist. 2000) (citations omitted). Here, the Bank, as Counter-Defendant, argues that Daniggelis lacks evidence to support his counterclaims against the Bank.

In opposing a *Celotex*-type motion, the non-movant may rely on his pleadings. *See Id.*[2] Thus, the Court assumes for purposes of analysis the truth of the well-pled facts contained in Daniggelis's Counterclaim and the Exhibits thereto.

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[2] By contrast, "a party may not rely upon his or her own verified pleadings to oppose a motion for summary judgment when the movant has" filed a *traditional* motion for summary judgment, and has "supplied evidentiary material, such as an affidavit, that, if uncontradicted, would entitle him or her to judgment as a matter of law." *Gassner v. Raynor Mfg. Co.*, 409 Ill. App. 3d 995, 1005 (2d Dist. 2011).

**Count I**: Quiet Title: Invalid Deed

The Bank's motion is granted as to Count I. Daniggelis does plead that the warranty deed from himself to Younes "had been altered on its face" and provides evidence in support of that allegation – specifically, Exhibits G and DD to the Counterclaim, the Deed he signed in May 2006 and the Deed recorded with Cook County, with the latter identical but for the July handwritten the signature date.

The difficulty for Daniggelis is that he provides no factual or legal support for his assertion that, assuming the signature date to have been altered, the Bank therefore "knew or should have known that the deed ... was no longer valid when the closing occurred." It is true that any *material* alteration of a written instrument after signature will render the instrument void. *See, e.g., Ruwaldt v. McBride, Inc.*, 388 Ill. 285, 293 (1944). But this rule defines a "material" change as one which "so changes [the instrument's] terms as to give it a different legal effect from what it originally had, and thus work some change in the rights, obligation, interests or relations of the parties." *Id.* By contrast, a change which "could have no effect whatever upon the [instrument] or upon the rights, obligations, interests or relations of the plaintiff and defendant as the parties thereto ... could not be an alteration changing the legal effect of the instrument." *Cities Service Oil Co. v. Viering*, 404 Ill. 538, 547 (1949). Instruments remain fully enforceable notwithstanding an immaterial change. *Id.* Indeed, in *Viering*, the Illinois Supreme Court upheld a decree of specific performance of a land contract notwithstanding the deletion of a signator's name, on the grounds that the signator was not necessary.

In the instant matter, Daniggelis has offered no factual or legal support why the alteration of the signature date would have had any effect on the validity of the document, why the Bank should have believed the modification to have any legal effect on its enforceability, or for that matter why the Bank should have believed the modification to have been made after signature, as opposed to at the time Daniggelis signed the deed. Thus, even assuming the signature date to have been changed after Daniggelis signed it, the Bank is entitled to summary judgment.

**Count II**: Quiet Title: Invalid Power of Attorney

The Bank is entitled to summary judgment on Count II of the Counterclaim for similar reasons. Danigellis again has shown no evidence why the Bank "knew or should have known" that the POA "specified that it was only to be used to pay the arrearages on the Home and not for any other purpose." The first page of the POA is facially a complete document. Daniggelis has presented no evidence that the Bank was ever made aware of what he represents to be the second (handwritten) page of the POA, nor why the Bank should have been aware of that page.

**Count III**: Rescission Based on Unjust Enrichment

The Bank is also entitled to Summary Judgment on Count III, Danigellis's claim for rescission based on unjust enrichment. Daniggelis has shown no legal or factual basis for his contention that the Bank was "unjustly enriched" by having "received fees from the subject

transaction and/or a security interest in Daniggelis's property and the right to collect interest on the new mortgage executed by Younes." These matters – fees for extending a loan, a security interest and the right subsequently to collect interest on the loan – are ordinary, if not indeed essential, attributes of a mortgage transaction. Daniggelis has not given any explanation of how they constitute unjust enrichment in the instant case.

**Count V**: Quiet Title: Based on Erika Rhone and Paul Shelton's Fraud Against LaSalle Bank, N.A.

Finally, the Bank is clearly entitled to summary judgment on Count V of the counterclaim, which seeks to quiet title based on Rhone and Shelton's fraud *against the Bank*. Although Daniggelis asserts that the Bank should have known that Rhone was using the POA fraudulently, he provides no support for that conclusion here, just as he provided none in Count II of the Counterclaim, of which (at least as applied to the Bank) Count V appears to be nothing more than a restatement.

III. Daniggelis Motions to Strike

The Court denies as moot Daniggelis's Motions to Strike Affidavits. As noted above, the Bank's Motion for Summary Judgment on the Counterclaim is a *Celotex*-type Motion, in which the Bank argues it is entitled to judgment because Daniggelis "lacks sufficient evidence to prove an essential element of the cause of action." *Williams*, 316 Ill. App. 3d at 688-689. The Court has found the Bank entitled to judgment on that basis. Accordingly, the Court did not consider the evidentiary material the Bank submitted in support of its Motion as regards Counts II and III of the Complaint. The Motions to Strike are thus moot.

Accordingly, IT IS HEREBY ORDERED:

Plaintiff's Motion for Summary Judgment is DENIED IN PART AS MOOT, as regards Counts II and III of the Complaint. The Motion is GRANTED as regards Counts I, II, III and V of the Counterclaim.

Counter-Plaintiff's Motions to Strike are DENIED AS MOOT.

ENTER:

Michael F. Otto
Judge Michael F. Otto

Judge

MAR 0 8 2013

Circuit Court – 2065

This order was sent to the following on the above stamped date:

| | |
|---|---|
| Mr. Andjelko Galic, Esq.<br>134 N. LaSalle Street, Suite 1810<br>Chicago, IL 60602 | Mr. Peter King, Esq.<br>King Holloway LLC<br>101 North Wacker Drive, Suite 2010<br>Chicago, IL 60606 |
| Mr. Richard Indyke, Esq.<br>221 N. LaSalle Street, Suite 1200<br>Chicago, IL 60601 | |

Counsel for Plaintiff will send copies of this order to all counsel of record not listed.

EXHIBIT - G

Gmail

Gordon Watts <gww1210@gmail.com>

# Record on Appeal in 1-18-0091: Quote requested

**Patricia A. O'Brien (Circuit Court)** <paobrien@cookcountycourt.com> Mon, Oct 15, 2018 at 10:17 AM
To: Gordon Watts <gww1210@gmail.com>
Cc: "Timothy Evans (Judiciary)" <timothy.evans@cookcountyil.gov>, "James Flannery (Judiciary)" <james.flannery@cookcountyil.gov>, "Diane Shelley (Judiciary)" <diane.shelley@cookcountyil.gov>, "Gww1210@aol.com" <Gww1210@aol.com>, "Gww1210@gmail.com" <gww1210@gmail.com>

Good Morning Gordon,

As you know from our numerous prior discussions, the Civil Appeals Division does not prepare Records on Appeal unless the Request for Preparation of Record on Appeal form has been efiled and the statutory fee paid.

Pursuant to Illinois Supreme Court Rule 321, you may only limit the Record on Appeal by stipulation of the parties or by order of court. Also, as you know, my division is required to prepare Records in accordance with the Supreme Court Rules and Standards for Preparation of Electronic Records- you are not able to direct us otherwise.

We do not provide estimates in advance of the Record being prepared because we have no means to calculate it until the images have been reviewed and prepared. However, as you are well aware, this case is eleven years old and was several boxes in size many years ago.

The Record on Appeal in this case will not be prepared by this Wednesday because you never filed your Request form.

Sent from Mail for Windows 10

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**From:** Gordon Watts <gww1210@gmail.com>
**Sent:** Monday, October 15, 2018 4:45:01 AM
**To:** Patricia A. O'Brien (Circuit Court); civilappeals (Circuit Court)
**Cc:** Timothy Evans (Judiciary); James Flannery (Judiciary); Diane Shelley (Judiciary); Gww1210@aol.com; Gww1210@gmail.com
**Subject:** Record on Appeal in 1-18-0091: Quote requested

CIVIL APPEALS DIVISION: Richard J. Daley Center, 50 West Washington St., Room 801
Chicago, IL 60602 – (312) 603-5406, Hours: 8:30a.m.-4:30p.m., Mon-Fri,

EXHIBIT-H

LINE EH9

**Order** (2/24/05) CCG N002

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

GMAC Plaintiff

v.

No. 07 CH29738

YOUNES Defendant

**ORDER**

This matter coming before this court on status call and the court being advised on the matter IT IS HEREBY ORDERED:

TT 1-23-19 9231

1. ANDJELKA GALIC, the attorney for Ridwal Damiggelo, is ordered to file a report regarding the status of the pleadings in 7 days.

TT 5231 D 5244

2. Gordon Watson's motion to file amicus curiae brief is denied and Robert Moore's motion to intervene is denied. In addition Gordon Watt request to participate via phone is also denied.

3. Defendant's counsel represents that there are no pending claims against GMAC.

4. This matter is continued for status on 11-25-19 at 9:30 AM.

Atty. No.: 33013

Name: ANDJELKA GALIC

Atty. for: Ridwal Damiggelo

Address: 134 N. LaSalle St. #1040

City/State/Zip: CHICAGO, IL. 60602

Telephone: 312 986-1510

ENTERED:

Dated: NOV 16 2019

Judge Judge's No.

ENTERED
JUDGE SANJAY TAILOR-1870
NOV 16 2019
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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