

**Exhibit 'C' -- Gordon Wayne Watts filing**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

07 CH 29738

RICHARD DANIGGELIS,  
Defendant, Counter-Plaintiff,  
Cross-Plaintiff,

JOSEPH YOUNES; MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS INC., AS  
NOMINEE FOR HLB MORTGAGE;  
UNKOWN HEIRS AND LEGATEES  
OF JOESPH YOUNES, IF ANY;  
UNKNOWN OWNERS AND NON  
RECORD CLAIMANTS,  
Defendants, Cross-Defendants,

PAUL SHELTON; ERIKA RHONE;  
STEWART TITLE OF ILLINOIS,  
Respondents in Discovery.

FILED - CH  
CLERK OF COURT  
2009 JUL 30 PM 2:43  
JANORINE SIMON

**RICHARD DANIGGELIS' ANSWER, AFFIRMATIVE DEFENSES,  
COUNTERCLAIMS AND CROSS CLAIMS**

NOW COMES, RICHARD DANIGGELIS ("Daniggelis"), defendant, counter-plaintiff, and cross-plaintiff, by and through his attorney, Benji Philips of Chicago Volunteer Legal Services, for his answer, affirmative defenses, counterclaim, and cross claims in response to Plaintiff's Complaint to Foreclose Mortgage (the "Complaint"), states as follows:

**ADMISSIONS AND DENIALS**

1. Daniggelis neither admits nor denies paragraphs 1 and 2 of the Complaint, as they are not facts that need to be admitted or denied.


Agreement

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

If Richard Daniggelis chooses not to close on or before May 19<sup>th</sup>, 2006, he shall pay as ~~liquidated~~ damages to Joseph Ymer the sum of \$10,000<sup>00</sup> as and for time and services rendered, ~~within 60 days~~ AT END OF 10 MONTHS

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

Richard Daniggelis  
RICHARD DANIGGELIS

  
PAUL L. STULTON

~~XXXXXXXXXXXXXXXXXXXX~~

May 19, 2006

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

  
ERIKA RHONE