

IN THE  
SUPREME COURT OF ILLINOIS

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Carolyn Taft Grosboll  
SUPREME COURT CLERK

Gordon Wayne Watts,

Plaintiff,

vs.

Hon. James P. Flannery, Jr., in his capacity  
as presiding judge, Law Division,  
Cook County, IL circuit court

and

Hon. Diane M. Shelley, in her capacity  
as circuit judge, Law Division,  
Cook County, IL circuit court,

Defendants.

Docket Number: \_\_\_\_\_

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**Motion for Supervisory Orders**  
**Pursuant to Supreme Court Rule 383**

Gordon Wayne Watts, Plaintiff, *pro se* [Code: '99500' = Non-Lawer, *pro se*]  
821 Alicia Road, Lakeland, FL 33801-2113  
PH: (863) 688-9880 [home] or (863) 409-2109 [cell]  
Web: <http://www.GordonWatts.com> / <http://www.GordonWayneWatts.com>  
Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@gmail.com](mailto:Gww1210@gmail.com)

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**NOTICE OF FILING**

To: See attached Service List

**PLEASE TAKE NOTICE** that today, **Friday, 20 April 2018**, I am causing to be filed with the ILLINOIS Supreme Court my **Motion for Supervisory Orders and Exhibits**, copies of which are attached hereto and herewith served upon you.

Respectfully submitted,

\_\_\_\_\_  
(Actual Signature, if served upon clerk)  
**Gordon Wayne Watts**

/s/ Gordon Wayne Watts  
(Electronic Signature)  
**Gordon Wayne Watts**

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821 Alicia Road, Lakeland, FL 33801-2113  
PH: (863) 688-9880 [home] or (863) 409-2109 [cell]  
Web: <http://www.GordonWatts.com> / <http://www.GordonWayneWatts.com>  
Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@gmail.com](mailto:Gww1210@gmail.com)

**Prayer for exercise of the Supreme Court's supervisory authority**

This is an motion for Supervisory oversight by plaintiff, Gordon Wayne Watts, in which he moves for issuance of Supervisory Orders sufficient to correct egregious oversights pursuant to R.383. Although IL Supreme Court rules (specifically R.315) don't explicitly prohibit a PLA (Petition for Leave to Appeal) from being used for non-final or interlocutory judgments, such as this one, Movant represents to This Court that the clerks of said court have informed him that PLA's seeking redress in ongoing (e.g., non-final) cases will be rejected. THEREFORE, Movant seeks Redress via the Rule 383 method.

**"Points and Authorities"**

There is such light work, here, that my citation in argument shall suffice.

**INTRUDUCTORY PARAGRAPH**

This action is brought to compel lower courts to comply with Procedural Due Process (similar to "Original Jurisdiction" Mandamus) and to seek review of Substantive Due Process errors (similar to "Appellate Jurisdiction"). Jury trials were sought multiple times, but none ensued. Questions about pleadings are discussed in Argument. Since strong allegations of fact are made (about an elderly man being made homeless & sleeping in his rental van, putting his life in danger, as a result of the courts below), Movant shall offer proof that he's credible—that he's the same "Gordon Wayne Watts" who almost won the infamous "Terri Schiavo" case—all by himself—doing even better than former Fla. Gov. Jeb Bush, before the same panel of Justices. **(See Exhibit-A)**

### Statement of Issues presented for Review

The issues presented for review are Procedural Due Process violations executed by the circuit court: ((A)) failure to comply with Illinois case law on Intervention; ((B)) failure to comply with '298' indigent fee waiver; ((C)) refusal to issue a timely order regarding fee waiver; and, ((D)) resultant refusal to prepare the Record on Appeal. Ancillary issues include: ((E)) the Reviewing Court's refusal to issue a Mandamus Writ to compel the circuit court to comply with Illinois Law in ((A))—((D)), *supra*.

However, as the underlying case is one of clear—and admitted—Mortgage Fraud (the 03-08-2013 Order by Judge Michael F. Otto—see **Exhibit-B, *infra***—admits plenty of facts verifying these claims, including admission of a forged or duplicate signature), the very egregious Substantive Due Process issues are brought up for review. Speaking of 'review,' the “Standards of Review” for each legal issue are discussed in Argument.

### Statement of Jurisdiction

This Court has jurisdiction under Rule 383 to hear the instant motion.

### Statement of Facts

Several related cases (**Exhibit-M**) came before IL courts, involving some of the same parties as in this case: *Lessie Towns v. Peter Blythe, Deutsche Bank, et al.* (2008-L-004574, CONSUMER FRAUD: Law Div) and *DEUTSCHE BANK v. Peter Blythe, Paul Shelton, Lessie Towns, et al.* (2006-CH-25073, MORTGAGE FORECLOSURE, Chancery Div). These cases were featured on many news outlets, giving Ms. Towns lots

of news coverage, culminating with a personal visit from former Gov. Pat Quinn (D-Ill.). In these actions, former Illinois Attorney, Paul L. Shelton (Atty. #15323, disbarred per IARDC), was first stripped of **his broker's license**, and then, in related Mortgage Fraud issues, stripped of **his law license** by the IARDC. Deutch Bank, which was involved in the “Lessie Towns” cases, above, was, in *Deutch Bank, Nat'l, v. Richard Daniggelis* (NO. 04CH-10851, also involved with Daniggelis, a party to **this** case, e.g., under Law Div. circuit judge, Hon. Diane M. Shelley, in *GMAC v. Daniggelis, Watts, Younes, et. al.*, 2007-CH-29738, a 'transfer' from Chancery into Law, and presently pending appeal in case numbers **1-18-0091** and **1-18-0572**, as well as Mandamus proceedings in **1-18-0538**.

In spite of numerous sanctions and warnings, loss of his broker's license, and subsequently, loss of his law license, Paul L. Shelton (Atty.#15323) was still permitted to engage in such transactions, and—as documented in 2007-CH-29738—with attorney Joseph Younes (Atty.#55351), subsequently entered into negotiations with the elderly Daniggelis, because Daniggelis was seeking refinancing and/or investors for his house and land, which was “under water” –difficulty making payments. **(See Exhibit-M)**

Daniggelis, like Ms. Towns, signed over his warranty deed, as instructed by these attorneys, in order to authorize them to execute refinancing or some such actions. Unlike Towns, however, Daniggelis took extra precautions to prevent title theft: Daniggelis put in place some “side agreements” in order to place limits on both the time and purpose of the POA (Power of Attorney) governing the signing over of the warranty deed, which side-agreements were signed by Shelton, Daniggelis, and Erika Rhone. These 2 “side-agreements” were exhibits in the 7/30/2008 “ANSWER FILED,” by CHICAGO

VOLUNTEER LEGAL SERVICES, which represented Daniggelis then, and are on docket in case number 2007-CH-29738, in the Chancery Division of Cook County, IL circuit courts, but reproduced *infra* as **Exhibit-C**, for the convenience of The Court.

Shortly thereafter, Younes attempted to take title to Daniggelis' house and land, and, after many years of litigation, Judge Michael F. Otto issued an order (dated May 15, 2014—see **Exhibit-D, *infra***) handing over title to Younes. Based upon Otto's Chancery ruling, the Civil Division, in 2014-M1-701473, *Younes v. Daniggelis*, evicted Daniggelis. Both of those actions were appealed to the First Appellate Court: NO. 1-14-2751 (Trial Court No.: 2007-CH-29738 – Chancery Div) *GMAC v. Daniggelis* and NO. 1-15-0662 (Trial Court No.: 2014-M1-701473 – Civil Div) *Younes v. Daniggelis*. However, due to a lack of prosecution by Atty. Andjelko Galic (Atty#:33013), Daniggelis' attorney, the appellate court dismissed the cases. However, This Court ordered the appeals court to accept the late notice of appeal and hear the case:

**[Web-Post Date: 5/6/2015 aka “March 25, 2015”] No. 118434 - GMAC Mortgage, LLC, et al., respondents, v. Richard Daniggelis, petitioner. Leave to appeal, Appellate Court, First District. (1-14-2751)**  
**Petition for leave to appeal denied.**

In the exercise of this Court's supervisory authority, the Appellate Court, First District, is directed to vacate its order in GMAC Mortgage, LLC v. Daniggelis, case No. 1-14-2751 (09/24/14), denying Richard Daniggelis leave to file a late notice of appeal. The appellate court is instructed to allow Richard Daniggelis to file a late notice of appeal and hear the case. **(27 N.E.3d 610 (2015))**

In spite of This Court's last standing order for the reviewing court to completely hear the case [last line, *supra*], the reviewing court disobeyed the order *supra*, when, in its June 16, 2016 Order, in 1-14-2751, *Daniggelis v. Younes* (see **Exhibit-E**, top 2 pages), it dismissed the case, presumably because of continued lack of prosecution, failure to file

briefs, seek extension of time, etc. Atty. Andjelko Galic, Daniggelis' attorney, missed numerous other court dates, one of which was documented in page 3 of **Exhibit-E, *infra***.

On September 14, 2015, Plaintiff, Gordon Wayne Watts, filed a sworn and notarised affidavit (as a stand in for a Statement of Case and Facts—see **Exhibit-F, *infra***) as well as an *Amicus Curiae* brief (**Exhibit-G, *infra***), which alleged massive mortgage fraud. Daniggelis' attorney, Galic, submitted a proposed order to deny Watts' *Amicus* motion, and, on November 16, 2015, Judge Sanjay T. Tailor signed this order without comment or explanation.

All along, Watts was doing much library-type research for Daniggelis to get a hold of documents on the Internet (Daniggelis didn't know how to use computers) and/or by contacting state agencies under Public Records law, and by helping him in technology & computer-related matters, for which Daniggelis agreed to pay him a huge, but unspecified, sum of monies as payment. When Watts perceived that Daniggelis was being cheated in the mortgage foreclosure case, he felt that he had sufficiency of interests that weren't being represented (by Atty. Galic), and, on 7-7-2017, intervened pursuant to Illinois “Intervention” case law (see **Exhibit-H, *infra***), carefully documenting many of his costs, in his motion to Intervene, and immediately afterwards, Watts commented on his blog that his name appeared on docket, naming him as a co-defendant, which he felt was proof that his Motion to Intervene had been granted.

On December 07, 2017, Judge Shelley entered an order with which Watts did not agree, and Watts made a timely notice of appeal, which is docketed in case number 1-18-0091, before the First Appellate Court, and is currently pending. Watts subsequently

submitted an application for fee waiver in both the circuit and appellate courts, and made several timely requests for the preparation of the record on appeal.

The 01/19/2018 application for Fee Waiver in the appellate court was granted on 01/31/2018, twelve (12) days later. The circuit court, however, did not rule on Watts' 01/22/2018 application for Fee Waiver until 03/01/2018, over five (5) weeks later, eventually denying it, alleging, *inter alia*, that Watts was not a party, proper. This order, too, was appealed, and is pending in case number 1-18-0572. Additionally, there are Mandamus proceedings which are pending in the appellate court in case number 1-18-0538, seeking to compel the trial courts to grant Intervention, Fee Waiver, and prepare a selected (limited) Record on Appeal.

On 03/16/2018, Watts filed a motion to extend time, concurrent with a motion for Mandamus Writ to compel the circuit court to grant Intervention, Fee Waiver, and prepare a selected Record on Appeal. The appeals court, in a 03/28/2018 Order, granted the motion to extend time, but denied Watts' motion to compel the trial court to prepare the record, instead, entering an Order that: "Appellant must direct inquiries on the content of the record on appeal to the Clerk of Circuit Court of Cook County." (**Exhibit-I, *infra***)

Thereafter, Watts, who gets food stamps (a standard in lower courts to qualify for Fee Waiver) was attacked by his boss (**Exhibit-J**), while driving home from work, because (according to Watts) the boss wanted him to see if traffic was clear in front, and Watts misunderstood and looked at traffic in the rear, and his boss got enraged & started hitting him whilst driving. Watts immediately quit his job, fearing for his safety, and filed a police report in the jurisdiction in which it occurred. (**Exhibit-J, *infra***) [Watts alleges



minor factual errors in the police report, such as reasons for the attacks, but, these errors are “*de minimus*” & not germane to the instant motion.]

Immediately after quitting his job under duress, Watts became fearful that he couldn't afford to prosecute his appeal, even given generous extensions of time, due to the appeals court's refusal to compel the trial court to prepare a Record on Appeal, due to his inability to pay for even a small portion of the preparation of the record on appeal—or any additional costs associated with printing & mailing copious service copies of filings.

Watts, fearing for life & safety of his elderly friend, Richard Daniggelis, whose house was taken, took immediate steps to seek review in This Court, as a court of last resort, to protect his friend, as well as his own interests, regarding his Intervention.

### **Argument [ Overview ]**

This case can be looked at in two (2) ways: **First, even if we ignore Mortgage Fraud that I allege**, I clearly document a sufficient interests, **and very easily qualify for Intervention: Exhibit-H** (And I was only able to document a small portion of costs, since additional costs have accrued since then, not the least of which are my costs to litigate, that is, my huge printing and mailing costs, and even a few instances where Odyssey eFileIL (TylerHost.net) couldn't file something in Chancery or Law, and I had to use a paid service: <https://eFile.CookCountyUsCourts.com> This doesn't even count huge amounts of time lost when I couldn't work due to having to take time off from work to file pleadings & fight against “Big Law” lawyers, just for my fair share.)

**Next, however, even if we ignore what monies I'm owed (the interests for**

**which I can assert intervention**), Mr. Daniggelis has suffered huge losses, which I document were thefts and not his fault: **MORTGAGE FRAUD in bold-faced capitol.**

The trial courts have taken a dim view of my prior *amicus curiae* briefs, but is this right? What if it were *your* grandfather whose house was stolen (mortgage fraud), not paid a dime, and lost house, land, and hundreds of thousands of dollars of (documented) equity? What if *your* grandfather was kicked out and made homeless, and potentially attacked on the street? What if someone called the Chicago, IL Police? Would the police tell the caller to “butt out,” that it's “none of his business” because he's not a party to the attack? God forbid, and certainly not! The Police would send someone out and investigate. But that isn't what the circuit court has told me. They've said that I'm not a “party” and to butt out, and keep on going on down the road.

However, if this 'logic' wasn't right when one calls the Police, it's just as insane when we apply it to courts. Indeed, Illinois case law does indeed allow non-parties to “participate,” not only *Amicus Curiae* (R.345), but even more-so, under the “mootness” exception: Even if all parties to a case die of old age (Mr. Daniggelis is about 79 or 80, as I speak), Your Court can nonetheless hear & decide my motion under the exception to the mootness doctrine for cases that are capable of repetition yet avoiding review, e.g., are of “great public importance.” See *In re Alfred H.H.*, 233 Ill. 2d 345, 358-60, 910 N.E.2d 74, 82-83 (2009). So, even *if* this case were 'moot,' Your Court could hear it—however, as it stands, it's ***not*** moot—all parties are alive, and I implore your court to save lives: review this matter whilst we're still alive. I make my argument below...

So, if the case can be 'solid' on *either* my Intervention grounds *or* the Mortgage

Fraud, then guess what? It's even stronger, since **both** Redresses exist! As Mr. Daniggelis' losses were greater than mine, they deserve review **first** (and, I parenthetically add: What if it were *your* grandfather who had his house, land, & hundreds of thousands of dollars of equity stolen, & not paid a dime... Daniggelis isn't my grandfather, but, in the interests of transparency, I will admit, he's like a grandfather...)

### **Argument I: Admitted forgery**

In my 09-11-2015 *amicus*, **Exhibit-G**, (which Judge Tailor denied), I alleged a forgery, & even showed, from the record, **two** identical signatures. (Brief, pp.5—6). But, wait, Judge Otto already knew of forgery way back on 03-08-2013: Otto admits (Order, p.4, top of page, **Exhibit-B**) 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**. So, let me see if I can get this straight: Judge Otto already knew of damning proof of forgery back in 2013, in an order I'd overlooked when filing my 2015 *amicus*, but The Courts are all still 'OK' with taking title on proven & documented (double documented: by myself & by Judge Otto) forgery? Oh, really?.. (**Standard of Review**: *de novo*, as this court has just as good a grasp on the law as the circuit court)

### **Argument II: Side-agreements**

Judge Otto (Order, p.3) acknowledges (admits) that 'Exhibit L' existed, a side-

agreement to limit the title transfer only for the purpose of paying the “mortgage arrearage.” Judge Otto claims that this document was not properly signed, but apparently, Otto did not see the exhibits filed in **Daniggelis' July 30, 2008 answer—Exhibit-C, below: Or**, see pages 38 and 40 of the 96-page PDF file of a public records request at this link, provided by my personal repository and online docket: <http://GordonWayneWatts.com/MortgageFraudCourtDocs/07ch29738-07242015.pdf> or <http://GordonWatts.com/MortgageFraudCourtDocs/07ch29738-07242015.pdf> Since both Shelton and Rhone sign on to such statements, and Daniggelis also signs them: These contracts place limits on both the time and purpose of the POA). So, this conclusively proves **the POA to be fraudulently used, which fraud - all by itself - would void the entire illegal transfer of title**. If you can't access my website, please compel the circuit court to send up Daniggelis' July 30, 2008 answer. Or, see **Exhibit-C, below: Otto's** made false claims that documents weren't signed, even tho the record says otherwise. (**Standard of Review:** “Clearly Erroneous” (aka: Plain Error aka Manifest Error))

### **Argument III: Lack of consideration (payment)**

There's no material disagreement with repeated assertions, by multiple parties, that Richard Daniggelis never got paid, which is a key proof of fraud that's being alleged by multiple parties. Daniggelis wouldn't simply give away the farm, for free. Moreover, even had he done so, case law I cite in my briefs [see pp.6—8 of my *Amicus*] shows that a sale is void *ab initio* if it lacks consideration. My filings [see pp.6—8 of my *Amicus*, **Exhibit-G**] have repeatedly accused the other parties of failing to pay Daniggelis any

consideration, and no one has contested this claim. Per 735 ILCS 5/15-1506(a), that which the other parties to this case don't deny is admitted, and, as such, it's plain that Daniggelis **didn't get paid a dime for his house**, which is documented [see pp.7—8 my *amicus*, where I cite to other filings documenting said equity] to have had hundreds of thousands of dollars equity, and which equity (and house and land) were taken without any consideration (payment), thus voiding any purported sale. But even if you think my case law, here, is “outdated,” the fact Daniggelis didn't get paid shows he had NO motive to give away—for free—the house and all its equity, **thus the transfer of title was not authorised by Daniggelis, and is therefore NOT legal or valid. At all. Period.** (Standards of review: de novo of the case-law, and clear fraud of the documented facts)

#### **Argument IV: Judge Otto's justification is indefensible**

On page 7, par.2, of Judge Otto's ORDER (**Exhibit-B, below**), he claims that the 'difficulty' for Daniggelis is that, even assuming the signature to be altered (forgery by photocopy), Otto claims that Daniggelis “provides no factual or legal basis support for his assertion that, assuming the signature to have been altered, the Bank therefore “knew or should have known that the deed ... was no longer valid when the closing occurred.” This argument by Judge Otto is totally ridiculous: Let's say, for example, that a group of thieves steal Daniggelis' vehicle, and then sell it on the Black Market to a Bank (or take a loan out on it, using as collateral for a mortgage). When the police finally catch the thieves, do you really think, for one second, that the Bank will be allowed to keep the hot (stolen) property, simply because they didn't have “notice” that the property was stolen?

Certainly not, and may God forbid! If Otto's logic seems crazy when we use a stolen vehicle, then it's just as crazy with the stolen house. Otto's claim that the bank needed 'notice' is ridiculous on its face, and invites the federal courts to investigate him for civil rights violations, under the color of law. However, the bank certainly did get notice: Daniggelis recording a statement of forgery in the recorder's office: Indeed, Otto admits (Order, p.4, par. 2) that: "In April 2007, Daniggelis filed a Notice of Forgery with the Recorder of Deeds, stating that the deed filed in August 2006 [i.e., the one dated "July 9, 2006"] was a forgery." Moreover, the Bank was also notified of this fraud by voluminous and lengthy litigation which ensued. [Thus, Otto's claim that the bank wasn't notified is contradicted by himself, no less.] However, more important than the fact Otto's claims were in contradiction to himself is the fact his ridiculous argument is in direct contradiction to absolute truth and common sense, and that this trial court judge used said 'nonsense' argument as an excuse to "rubber stamp" plain & obvious fraud. **Standard of review: "clear error," "plain error," "manifest error," or even "plainly nonsense," depending on your verbiage.** Otto further admits (Order, p.4, par. 3) that: "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," and the Record on Appeal clearly supports Daniggelis' valid claim, which Otto acknowledges, but thereafter ignores.

**Argument V: BONUS: Here is what results...**

Because numerous courts & judges repeatedly continue to ignore Joseph Younes'

clear fraud, he's been allowed to gut, damage, & destroy Daniggelis' house, as explicated in *City of Chicago v. 1720 N. Sedgwick, Joseph Younes, et. al.*, case number 2017-M1-400775, in the Civil Division, a case, overseen by Judge Patrice Ball-Reed, and which case has been featured numerous times in *DNAinfo*, my blog, *The Register*, and more recently, *ChicagoCityScape*: <https://blog.ChicagoCityScape.com/landmarks-commission-still-threatening-fines-if-house-in-historic-district-isnt-worked-on-once-390f052a2ab2>

*Cf*: “‘Rotted’ Historic Building In Old Town Triangle Could Be Seized By City,” by Ted Cox, *DNAinfo*, Mar 30, 2017: <https://www.dnainfo.com/chicago/20170330/old-town/rotted-historic-building-old-town-triangle-could-be-seized-by-city> *Cf*: “‘Rotted’ Old Town House Owner Given 45 Days To Come Up With Repair Plan,” by Ted Cox, *DNAinfo*, Sept 01, 2017: <https://www.dnainfo.com/chicago/20170901/old-town/rotted-old-town-house-owner-given-45-days-come-up-with-repair-plan> (See, e.g., Exhibit-M)

#### **Argument VI: BONUS: Burden of Proof issues, and more...**

There are numerous other legal issues of great public importance, as described in my docketing statements, such as inquiring: Whether the trial courts, below, committed Manifest Error in applying the “Burden of Proof” backwards regarding ownership of 1720 N. Sedgwick (house & property, which has hundreds of thousands of dollars of equity, as many of us have documented in our past filings, below). [Daniggelis was forced to prove that his house was his, beyond all reasonable doubt, even though the circuit court should clearly have demanded that Younes and Shelton be the ones to meet this threshold before just snatching house, land, & equity.]

**Argument VII: BONUS: Service of all parties, incl. Rule 383(b) 'nominal' parties**

Also, litigants rarely serve all the parties, as the rules require. Please notice, if you will, that I serve **all** the parties, even the 'nominal' parties [[Rule 383(b)], by all four (4) methods: [[#1]] Hard copy (**Exhibits K-1 and K-4**) – [[#2]] By electronic service (**Exhibit-K-2**) – [[#3]] By email, when able (**Exhibit-K-3**), and lastly, [[#4]] by posting copies of my filings on a docket on my own website (**p. 2 of Exhibit-K-4**), and making it 'front-page' news for the duration of these proceedings. **\*\* VERY IMPORTANT:** Even if everything else in this motion is 'bad,' nonetheless, this one point, “Argument VII,” here, is very important, and sufficient ALL BY ITSELF to take up this case as a “matter of great public importance”: As I've noticed a VERY pervasive pattern of lawyers NOT serving all the parties, and the circuit and reviewing courts NOT taking issue with this problem (in many Chancery, Civil, and Law Division matters), this makes the Judicial Branch (and The IL Supreme Court) look bad in the public's eye. Service to parties is the most basic duty, is it not? My docketing statements (in 1-18-0091, 1-18-0538, and 1-18-0572) are a “hard read,” but you will benefit greatly from them. (And, as I did much copying/pasting, that should speed up your review.) Remember: While I'm not a lawyer (and don't play one on T.V.), I am 'the' guy who almost won the Terri Schiavo case—all by myself—doing better than former Fla. Gov. Jeb Bush—or Schiavo's blood family.

**Ante Conclusion**

Obviously, you see that my frustration is 2-fold: First, with the egregious violations of law, resulting in the theft of Daniggelis' house, and then the man who stole it



then let it fall into disrepair for—as many believe—to bully the City of Chicago into allowing him to execute demolition on the house. And, of course, this impacts me, since any harm that befalls Mr. Daniggelis will adversely affect my chances of getting paid for services rendered (the thrust of my Intervention). But, besides the Substantive Due Process violations, above, we have the circuit court stubbornly refusing to prepare the Record on Appeal, and, as their excuse, blaming me for the failures of their own court to grant me intervention (**Exhibit-L**) according to Illinois case law (**see Exhibit-H**), ironically out of the First Appellate Court, no less. I don't mean any disrespect to the Appellate Court, which refused (**Exhibit-I**) to issue a Writ of Mandamus compelling the trial court to grant Intervention, Fee Waiver, & preparation of a smaller (limited) Record on Appeal I'd sought in my motions in the courts below. (*See Exhibit-I, which was scratched out, for my proposed order.*) Perhaps the appellate court thought that I might afford to pay for the Record on Appeal (and, if I encounter a miracle, or win the lottery, maybe I will be able to—but I don't play the Lotto). However, the appeals court, in asking me to inquire of the circuit court (**Exhibit-I**) is no different than you and me walking into a 7-11 store, and after we get robbed, we go to the police, who identify and locate the armed robbers—and when we ask the cops to help get our stolen properties back, they tell us that we must “direct inquiries” on the return of our property to the thieves who stole it from us. I don't mean any disrespect to the court which issued this ruling (as I impute pure and good motives), but this ruling is useless, and will not effect justice. Moreover, the court, in reviewing my proposed order, protested that it was not “fully” advised on the premises (**Exhibit-I, top of page 1**), scratching out the word 'fully'. – OK, fair enough,

but if The Appeals Court feels it is not fully advised, then it is their responsibility to order the circuit court to prepare at least the limited record I requested in the Proposed Order—especially given my very indigent poverty—and even more-so, now that I've had to quit my job.

### Conclusion

I respectfully ask This Court to compel the circuit court to prepare a limited Record on Appeal (Exhibit-I) and compel the appeals court to hear the merits, or, your court, itself, hear the merits. [The mitigating circumstances existed—Daniggelis' attorney not prosecuting the case—but the appeals court still disobeyed your court's order to hear the merits, thus maybe it's your turn to take the case up.] I don't feel the need to submit an Initial brief, and waive briefing, as I feel my docketing statements (and exhibits) can “stand in” for my arguments, just fine, and convince the courts to give back the house & land to its rightful owner, Rich Daniggelis, and order damage awards to all other parties, including the house, which Mr. Younes basically destroyed—getting himself in the *DNAinfo* news repeatedly for the 'Rotted House' case. As I'm owed monies for work done, that should be factored in. While I'm frustrated with Mr. Younes and the courts (I feel he's more guilty than Shelton, who didn't get title), I don't seek revenge, and trust the courts to be moderate, fair, and compassionate, even to the lawbreakers. ***Respectfully***

***submitted,*** \_\_\_\_\_

/s/ Gordon Wayne Watts

(Actual Signature, if served upon clerk)

(Electronic Signature)

**Gordon Wayne Watts**

**Gordon Wayne Watts**

Gordon Wayne Watts, *pro se* [Code: '99500' = Non-Lawer, *pro se*]

821 Alicia Road, Lakeland, FL 33801-2113

PH: (863) 688-9880 [home] or (863) 409-2109 [cell]

Web: <http://www.GordonWatts.com> / <http://www.GordonWayneWatts.com>

Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@gmail.com](mailto:Gww1210@gmail.com)

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### Certificate of Compliance

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages or words contained in the Rule 341(d) cover, the Rule 341(h)(1) statement of points and authorities, the Rule 341 (c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is **sixteen (16) pages**.

Date: **Friday, 20 April 2018**

/s/ Gordon Wayne Watts  
Gordon Wayne Watts

### Verification by Certification

I, Gordon Wayne Watts, the undersigned Movant, under penalties as provided by law pursuant to 735 ILCS 5/1-109, Section 1-109 of the ILLINOIS Code of Civil Procedure, hereby certify that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and, as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true: “Any pleading, affidavit or other document certified in accordance with this Section may be used in the same manner and with the same force and effect as though subscribed and sworn to under oath.” Source: 735 ILCS 5/1-109: <http://www.ILGA.gov/legislation/ilcs/documents/073500050K1-109.htm>

Nonetheless, This Court has on record several of my sworn, witnessed, and notarised affidavits (see e.g., **Exhibit-F, *infra***, or the affidavit of assets & liabilities concurrently filed hereto), just to remove any and all doubt hereto as to my claims that I am indeed the 'real' Gordon Wayne Watts—and attest under oath, via affidavit, of certain facts & claims.

Date: **Friday, 20 April 2018**

/s/ Gordon Wayne Watts  
Gordon Wayne Watts

IN THE  
SUPREME COURT OF ILLINOIS

Gordon Wayne Watts,  
Plaintiff,

vs.

Hon. James P. Flannery, Jr., in his capacity as presiding  
judge, Law Division, Cook County, IL circuit court

and

Hon. Diane M. Shelley, in her capacity as circuit judge,  
Law Division, Cook County, IL circuit court,  
Defendants.

Docket Number: \_\_\_\_\_

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**ORDER**

In the exercise of this Court's supervisory authority, the Clerk of the Circuit Court, Cook County, is directed to vacate its order in *GMAC Mortgage, LLC v. Watts*, case No. 2007-CH-29738 (03/01/2018), denying Gordon Wayne Watts leave to intervene. The circuit court is instructed to prepare a limited Record on Appeal, as specified in Watts' proposed order in his 03/16/2018 filing in case number 1-18-0091, at no cost to Mr. Watts, and to transmit the Appellate Court, First District on Accelerated Docket (R.311). The appellate court is instructed to review the record presented to it, and issue summary judgment on the merits within no more than 45 days. The court, if it chooses, may allow briefing, but whether briefing is allowed or not, the Appellate Court, First District, is directed to, rule on the merits in *GMAC Mortgage, LLC v. Watts*, case No. 1-18-0091, enter an order, and publish it, within the time specified in this order.

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Justice

**SERVICE LIST**

\* **ILLINOIS SUPREME COURT** – Supreme Court Building, Office Hours: 8:30am-4:30pm CST, Mon-Fri, Excl. Holidays, PH: (217) 782-2035 ; TDD (217) 524-8132, Attention: Clerk's Office – 200 E. Capitol Ave. – Springfield, IL 62701-1721 [[served by eFiling , and, if accepted/docketed, thirteen (13) hard copies]]

\* **Hon. Timothy C. Evans**, Chief Judge (Ph 312-603-6000, 4299, 4259 TTY: 6673) Circuit Court of Cook County, 50 W. Washington St., Room 2600, Richard J. Daley Center Chicago, IL 60602, Courtesy copy via: [Timothy.Evans@CookCountyIL.gov](mailto:Timothy.Evans@CookCountyIL.gov) [served by email only, as a courtesy, since he is not a party proper]

\* **Hon. James P. Flannery, Jr.**, Circuit Judge–Presiding Judge, Law Division 50 W. Washington St., Room 2005, Chicago, IL 60602, Ph:312-603-6343, Courtesy copy via: [James.Flannery@CookCountyIL.gov](mailto:James.Flannery@CookCountyIL.gov) [served in all ways, as Judge Flannery is a defendant]

\* **Law Division and Hon. Diane M. Shelley, Circuit Judge, Daley Center, 50 W. Washington St., Rm. 1912, Chicago, Illinois 60602** [Law@CookCountyCourt.com](mailto:Law@CookCountyCourt.com) ; [ccc.LawCalendarW@CookcountyIL.gov](mailto:ccc.LawCalendarW@CookcountyIL.gov) ; [Diane.Shelley@CookCountyIL.gov](mailto:Diane.Shelley@CookCountyIL.gov) [served in all ways, as Judge Shelley is a defendant]

\* **Richard B. Daniggelis** [true owner of 1720] 312-774-4742, c/o John Daniggelis, 2150 North Lincoln Park West, Apartment #603, Chicago, IL 60614-4652

\* **Richard B. Daniggelis (who receives mail, via USPS mail-forwarding at his old address)** 1720 North Sedgwick St., Chicago, IL 60614-5722

\* **Andjelko Galic** Atty for Richard B. Daniggelis (Atty#:33013) C:312-217-5433, Fx:312-986-1810, Ph:312-986-1510, [AGForeclosureDefense@Gmail.com](mailto:AGForeclosureDefense@Gmail.com) ; [AndjelkoGalic@Hotmail.com](mailto:AndjelkoGalic@Hotmail.com) 845 Sherwood Road, LaGrange Park, IL 60526-1547

\* **Robert J. More** ( [Anselm45@Gmail.com](mailto:Anselm45@Gmail.com) ) [Note: **More's** name is **misspelled** on docket as: “**MOORE ROBERT**”] P.O. Box 6926, Chicago, IL, 60680-6926, PH: (708) 317-8812 [[Mr. More has made a formal request by email to receive service solely by email, & waives hard-copy service—see Exhibit-K-5, with a statement from Mr. More.]]

\* **Associated Bank, N.A.**, 200 North Adam Street, Green Bay, WI 54301-5142

\* **MERS (Mortgage Electronic Registration Systems, Inc.)**  
<https://www.MersInc.org/about-us/about-us> a nominee for HLB Mortgage, (703) 761-0694 / (800)-646-MERS (6377) / 888-679-MERS (6377) ATTN: Sharon McGann Horstkamp, Esq., Corporate Counsel, Mortgagee:  
<https://www.MersInc.org/component/content/article/8-about-us/401-sharon-horstkamp>  
Senior Vice President, Chief Legal and Legislative Officer, and Corporate Secretary for MERSCORP Holdings, Inc. – PH: (703) 761-1270, FAX: (703) 748-0183,

**SERVICE LIST (continued from above)**

[SharonH@MersInc.org](mailto:SharonH@MersInc.org) ; [SharonH@MersCorp.com](mailto:SharonH@MersCorp.com) Cc: Janis Smith, 703-738-0230, VP, Corp. Comm. is no longer with MersCorp, and Amy Moses ([AmyM@MersCorp.com](mailto:AmyM@MersCorp.com) ; [AmyM@MersInc.org](mailto:AmyM@MersInc.org)) has replaced her as an email contact; Sandra Troutman 703-761-1274, E: [SandraT@MersInc.org](mailto:SandraT@MersInc.org) ; [SandraT@MersCorp.com](mailto:SandraT@MersCorp.com)) Dir, Corporate Communications, Karmela Lejarde, Communications Manager, Tel~ 703-761-1274, Mobile: 703-772-7156, Email: [KarmelaL@MersInc.org](mailto:KarmelaL@MersInc.org) ; [KarmelaL@MersCorp.com](mailto:KarmelaL@MersCorp.com)  
**C/o: MERS (Mortgage Electronic Registration Systems, Inc.), 1901 East Vorhees Street, Suite 'C', Danville, IL 61834-4512**

\* **COHON RAIZES®AL LLP (90192) (Atty for STEWART TITLE ILLINOIS)**

Attn: Carrie A. Dolan, pPh:(312) 726-2252  
 208 S LASALLE, Suite #1860, CHICAGO IL, 60604

\* **Stewart Title, Attn: Leigh Curry**

<http://www.Stewart.com/en/stc/chicago/contact-us/contact-us.html>  
 2055 W. Army Trail Rd., STE 110, Addison, IL 60101 [ph:(630) 889-4050]

\* **Richard Indyke, Esq.** Atty. No. 20584, ([RIndyke@SBCGlobal.net](mailto:RIndyke@SBCGlobal.net) ; 312-332-2828 ; 773-593-1915 most recent “Attorney of record” for LaSalle Bank Natl. Assn.), 111 South Washington Ave., Suite 105, Park Ridge, IL 60068-4292 [[Mr. Indyke claims to not represent any party in the instant appeal, but the undersigned can not find any more recent atty of record for defendant, LaSalle Bank, and reluctantly will keep Mr. Indyke on the service list, unless excused by The Court—see Exhibit-K-6, with a statement from Mr. Indyke.]]

\* **Peter King (Atty. for Joseph Younes) (Atty. No.: 48761)**

(312) 780-7302 / (312) 724-8218 / Direct: (312) 724-8221  
<http://www.KingHolloway.com/contact.htm> ; Attn: Peter M. King, Esq. [PKing@khl-law.com](mailto:PKing@khl-law.com) or: [PKing@KingHolloway.com](mailto:PKing@KingHolloway.com) ; One North LaSalle Street, Suite 3040, Chicago, IL 60602

\* **Joe Younes:** 2625 West Farewell Avenue, Chicago, IL 60645-4522  
[JoeYounes@SbcGlobal.net](mailto:JoeYounes@SbcGlobal.net)

\* **Joseph Younes (Atty#:55351) Law Offices /** <http://ChicagoAccidentAttorney.net>  
 312-635-5716, per website, Ph: 312-372-1122 ; 312-802-1122 ; Fax: 312-372-1408 E: [RoJoe69@yahoo.com](mailto:RoJoe69@yahoo.com) 166 West WASHINGTON ST, Ste. 600, Chicago, IL 60602-3596

\* **Paul L. Shelton, Pro Se, (Atty. #15323, disbarred per IARDC)**

E: [PMSA136@Gmail.com](mailto:PMSA136@Gmail.com) ; [PLShelton@SBCGlobal.net](mailto:PLShelton@SBCGlobal.net) – 3 Grant Square, SUITE #363, Hinsdale, IL 60521-3351

\* **Erika R. Rhone** 22711 Southbrook Dr., Sauk Village, IL 60411-4291

IN THE  
SUPREME COURT OF ILLINOIS

Gordon Wayne Watts, Plaintiff,

vs.

Hon. James P. Flannery, Jr., in his capacity as presiding  
judge, Law Division, Cook County, IL circuit court

and

Hon. Diane M. Shelley, in her capacity as circuit judge,  
Law Division, Cook County, IL circuit court,

Defendants.

Docket Number: \_\_\_\_\_

**CERTIFICATE AND AFFIDAVIT OF DELIVERY (aka: Certificate of Service)**

\* The undersigned Plaintiff, **Gordon Wayne Watts**, hereby certifies under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above **Motion for Supervisory Orders and Exhibits**, copies of which are attached hereto are being herewith served upon you—and upon the parties listed in the attached Service List, above – **this Friday, 20 April 2018**, via **the Odyssey eFileIL (TylerHost.net) Electronic Filing system** if they're e-file registered.

\* I'm concurrently serving all parties via **First Class U.S. Postal Mail** and/or **FedEx 3rd-party Commercial Carrier**—whichever shall prove more convenient..

\* Additionally, I'm serving all parties **by email**, if indicated in the Service List.

\* Lastly, I shall, when practically possible, post a TRUE COPY of this filing –and related filings –online at my official websites, *infra* –linked at the “Mortgage Fraud” story, dated Fri. 14 April 2017.

**Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.**

*Respectfully submitted,*

\_\_\_\_\_  
(Actual Signature, if served upon clerk)  
**Gordon Wayne Watts**

/s/ Gordon Wayne Watts  
(Electronic Signature)  
**Gordon Wayne Watts**

Gordon Wayne Watts, *pro se* [Code: '99500' = Non-Lawer, *pro se*]

821 Alicia Road, Lakeland, FL 33801-2113

PH: (863) 688-9880 [home] or (863) 409-2109 [cell]

Web: <http://www.GordonWatts.com> / <http://www.GordonWayneWatts.com>

Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@gmail.com](mailto:Gww1210@gmail.com)

**INDEX TO THE EXHIBITS**

<b><u>Instrument</u></b>	<b><u>Docket/Tab#</u></b>
** Selected court cases in the infamous 'Terri Schiavo' matter	Exhibit-A
** March 08, 2013 Order by Judge Michael F. Otto in <u>GMAC v. Daniggelis</u> 2007-CH-29738 (Chancery)	Exhibit-B
** Selected pages/exhibits from July 30, 2008 'Answer' brief of Richard Daniggelis, filed by CVLS	Exhibit-C
** May 15, 2014 Order by Judge Michael F. Otto in <u>GMAC v. Daniggelis</u> 2007-CH-29738 (Chancery)	Exhibit-D
** June 16, 2016 Order by 1 <sup>st</sup> App Ct, 1-14-2751, <u>Daniggelis v. Younes</u> and: Sept. 02, 2015 Order by Judge Sanjay T. Taylor, in <u>GMAC v. Daniggelis</u> 07CH29738 (Law Div)	Exhibit-E
** Sworn / Notarised Affidavit of Gordon Wayne Watts filed on 09/11/2015 in 2007 CH 29738 (transfer to Law Division)	Exhibit-F
** <i>AMICUS CURIAE</i> BRIEF OF GORDON WAYNE WATTS filed on 09/11/2015 in 2007 CH 29738 (transfer to Law Division)	Exhibit-G
** MOTION TO INTERVENE BY INTERVENOR, GORDON WAYNE WATTS, filed on 07/07/2017, 07CH29738 (Law Div)	Exhibit-H
** March 28, 2018 Order by 1 <sup>st</sup> Appellate Court, in 1-18-0091, <u>GMAC v. Watts</u>	Exhibit-I
** 04/09/2018 Police Report by Gordon Wayne Watts of his boss attacking him on the way back from a job site	Exhibit-J
** USPS & FedEx tracking receipts for filings in 1-18-0091	Exhibit-K-1
** Receipt for e-Filing in 1-18-0538	Exhibit-K-2
** Copy of Electronic Mail service in 1-18-0578	Exhibit-K-3
** Screenshot of online tracker docket & photos of outgoing & returned mails to document veracity of Certificate of Service	Exhibit-K-4
** Email from Robert J. More, waiving hard-copy service	Exhibit-K-5
** Email from Atty. Richard Indyke, disclaiming representation	Exhibit-K-6
** March 01, 2018 Order by Judge James P. Flannery, Jr., in <u>GMAC v. Watts</u> 2007-CH-29738 (Chancery)	Exhibit-L
** Relationship diagram of major payers (2 pages, <i>DNAinfo</i> ref)	Exhibit-M



IN THE SUPREME COURT OF ILLINOIS

Gordon Wayne Watts, Plaintiff,  
vs.  
Hon. James P. Flannery, Jr.,  
and  
Hon. Diane M. Shelley, Defendants.

Docket Number: \_\_\_\_\_

AFFIDAVIT OF GORDON WAYNE WATTS re Supporting Record

STATE OF FLORIDA  
COUNTY OF POLK

Before me, the undersigned Notary, on this 20<sup>th</sup> day of April, 2018, personally appeared Gordon Wayne Watts, known to me to be a credible person and of lawful age, who first being duly sworn, upon his oath, deposes and says:

**AFFIANT STATEMENT:** I, Gordon Wayne Watts, declare (certify, verify, and state) under penalty of perjury under the laws of the United States of America and the State of Florida *and under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedures, of the state of Illinois* that the statements set forth in this instrument are true and correct.

**FURTHER AFFIANT SAYETH:** Pursuant to Rule 328, Supporting Record, I'm filing a Supporting Record with my motion for supervisory judgment: *see Index to Exhibits, above, and the Exhibits, below.* And, pursuant to R.328, I'm submitting this affidavit so that this Supporting Record may be properly authenticated by the the affidavit of the attorney or party filing it. Although some filings lack a court stamp, they are genuine and authentic source files, and the same filing, used in some cases where the court-stamped copy was not purchased (cost issues) and/or because a scanned 'court-stamped' copy is harder to read. My supporting record, and the citation to that which is on file with the court, regarding said record, is genuine and authentic.

FURTHER AFFIANT SAYETH NAUGHT.

Gordon Wayne Watts  
Gordon Wayne Watts, Affiant

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged, subscribed, and sworn before me this 20<sup>th</sup> day of April, 2018, by GORDON WAYNE WATTS, Affiant, who (is / is not) personally known to me, who (did / did not) produce identification as shown below, and who (did / did not) take an oath.

IDENTIFICATION TYPE: X Florida Drivers License

IDENTIFICATION NUMBER: X W 320 -299-66 -176-0

Notary Public: X Heidi Davis

Date: X April 20, 2018



My Commission Expires: X May 2, 2021

**Exhibit 'A' -- Gordon Wayne Watts filing****Exhibit-A – Selected court cases in the infamous 'Terri Schiavo' matter**

\* ***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)  
<http://www.floridasupremecourt.org/clerk/dispositions/2005/2/03-2420reh.pdf>

\* ***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)  
<http://www.floridasupremecourt.org/clerk/dispositions/2004/10/04-925reh.pdf>

\* ***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) <http://media.ca11.uscourts.gov/opinions/pub/files/200511556.pdf>



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]<sup>1</sup>  
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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<sup>1</sup> 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 equitable 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 Daniggelis 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 Daniggelis 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.*<sup>2</sup> Thus, the Court assumes for purposes of analysis the truth of the well-pled facts contained in Daniggelis's Counterclaim and the Exhibits thereto.

---

<sup>2</sup> 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. Daniggelis 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, Daniggelis'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 # 2065 Michael F. Otto

Judge

MAR 08 2013

Circuit Court - 2065

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

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

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

**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  
2008 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. SKELTON, 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. SKELTON

~~XXXXXXXXXXXX~~

May 19, 2006

AS LONG AS I <sup>(RICHARD)</sup> DO NOT SIGN  
~~OR~~ <sup>SELL</sup> ~~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

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



Doc#: 1413634065 Fee: \$40.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/18/2014 02:58 PM Pg: 1 of 2

This Document Prepared By:  
Peter M. King  
King Holloway LLC  
101 N. Wacker Drive, Suite 2010  
Chicago, IL 60606

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

GMAC Mortgage, LLC, U.S. Bank National Association, a national banking association as successor trustee to Bank of America, N.A., as Trustee for Morgan Stanley Loan Trust 2006-16AX,

Plaintiff/Counter-Defendant,

vs.

RICHARD DANIGGELIS,

Defendant/Counter-Plaintiff,

JOSEPH YOUNES; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Nominee for HLB Mortgage; Paul Shelton, Erika Rhone and Stewart Title of Illinois and Unknown Owners,

Defendants/Counter-Defendants.

07 CH 29738

CALENDAR 61

1720 North Sedgwick Ave.,  
Chicago, Illinois

P.I.N. 14-33-324-044

**MEMORANDUM OF JUDGMENT**

This matter having come before the Court on Joseph Younes' Memorandum of Judgment against Richard Daniggelis, the Court having jurisdiction and being fully advised in the Premises, this Memorandum of Judgment hereby reflects as follows:

1. The property subject to the above-captioned litigation (the "Subject Property") is legally described as follows:

THE EAST 66 FEET OF LOT 8 IN C.J. HULLS SUBDIVISION OF BLOCK 51  
IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 40  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

P.I.N. 14-33-324-044

Commonly Known As: 1720 N. Sedgwick St., Chicago, IL 60614

2. On or about December 3, 2009, Richard Daniggelis ("Daniggelis") filed his Third Amended Counterclaim in the above-captioned matter to quiet title against Joseph Younes ("Younes"), wherein Daniggelis asserted a claim against Younes' ownership of the Subject Property. Said claim by Daniggelis constituted a cloud on the title on the Subject Property and Younes' ownership thereof.

3. On February 15, 2013 this Court entered an Order in favor of Joseph Younes for his Motion for Summary Judgment against Richard Daniggelis and finding that Joseph Younes is sole owner of the Subject Property and that Richard Daniggelis has no interest in the Subject Property. As such, the court found that there was no cloud on the title to the Subject Property and Younes' ownership thereof.

4. On June 14, 2013 this Court denied Richard Daniggelis' Motion to Reconsider this Court's Order of February 15, 2013 in its entirety. Therefore, Daniggelis' action to quiet title against Younes is insufficient as a matter of law and dismissed with prejudice.

5. Having found that Joseph Younes is the owner of the Subject Property and that Richard Daniggelis has no interest in the Subject Property, the Fraudulent Document Notice recorded by Richard Daniggelis with the Cook County Recorder of Deeds Office on April 20, 2007 and recorded as Document Number 0622826137 is hereby cancelled and held for naught.

SIGNED:

  
\_\_\_\_\_  
Judge Michael F. Otto

Judge Michael F. Otto

MAY 15 2014

Circuit Court -- 2065

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



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

**ORDER ENTERED**

JUN 16 2016

No. 1-14-2751

**APPELLATE COURT, FIRST DISTRICT**

IN THE APPELLATE COURT  
OF ILLINOIS  
FIRST JUDICIAL DISTRICT

RICHARD DANIGGELIS,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County
	)	
v.	)	No. 07 CH 29738
	)	
JOSEPH YOUNES,	)	Honorable
	)	Michael F. Otto,
Defendant-Appellee.	)	Judge Presiding.

**ORDER**

Appellant, Richard Danigellis, has requested additional time to file his brief on appeal. Danigellis' brief was due April 27, 2016. On May 17, 2016, appellee, Joseph Younes, filed a motion to dismiss the appeal given Danigellis' failure to file a brief. Danigellis did not respond to the motion to dismiss, but on May 27, 2016, filed his motion for extension of time in which he seeks until August 1, 2016 to file his brief.

Given the history of this case, appellant's failure to timely file his brief is inexcusable. On September 12, 2014, Danigellis filed an untimely notice of appeal. We denied leave to file a late notice of appeal. On March 25, 2015, the supreme court directed us to allow the filing of Danigellis' late notice of appeal.

The record on appeal was initially due on July 31, 2015. Although our order vacating the prior denial of leave to file a late notice of appeal was entered on May 6, 2015, counsel for Danigellis did not request the Clerk to prepare the record until July 14, 2015, more than two

months later. Further, Danigellis neither filed the record nor sought an extension of time to do so until March 3, 2016, more than seven months after the record was due. Over Younes' objection, we granted the extension and the record was filed on March 23, 2016.


As noted, the due date for Danigellis' brief came and went with no brief being filed and no timely motion for extension of time. It was only after Younes sought dismissal that Danigellis belatedly filed his motion to extend time.

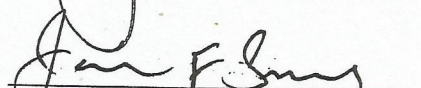
Given Danigellis' repeated disregard of deadlines coupled with his failure to timely seek extensions of those deadlines, we have dismissed Danigellis' appeal by separate order. IT IS HEREBY ORDERED that the motion for extension of time is DENIED as moot.

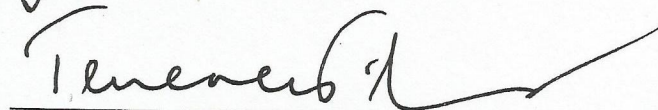
**ORDER ENTERED**

JUN 16 2016

**APPELLATE COURT, FIRST DISTRICT**

  
JUSTICE

  
JUSTICE

  
JUSTICE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

GMAC

v

Younes

No. 07 ch 29738

ORDER

Neither party having appeared, on the Court's own motion, this case is continued to 9-14-15 at 9:20 am for status.

Failure to appear may result in the case being dismissed for want of prosecution.

~~BN~~ 4217

ENTERED  
JUDGE SANJAY TAILOR-1870  
SEP 2 2015  
DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, ILL.  
DEPUTY CLERK

CC  
B.W.

Atty No.  
Atty Name:  
Attorney for:  
Address:  
City:  
Phone:

Enter: \_\_\_\_\_

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois

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

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

GMAC Mortgage, LLC n/k/a: Bank of America, N.A.	)	
aka: "LaSalle Bank National Association," aka "US Bank,	)	<b>Case No.: 2007 CH 29738</b>
NA," as trustee for Morgan Stanley Loan Trust 2006-16AX,	)	
Plaintiff	)	Before:
vs.	)	Hon. Sanjay T. Tailor,
Richard B. Daniggelis,	)	Presiding Judge assigned –
Defendant	)	or whichever other judge
	)	may so preside in Law Div.

**AFFIDAVIT OF GORDON WAYNE WATTS**

**STATE OF FLORIDA  
COUNTY OF POLK**

Before me, the undersigned Notary, on this 8th day of September, 2015, personally appeared Gordon Wayne Watts, known to me to be a credible person and of lawful age, who first being duly sworn, upon his oath, deposes and says:

**AFFIANT STATEMENT:**

I, Gordon Wayne Watts, declare (certify, verify, and state) under penalty of perjury under the laws of the United States of America **and the States of Florida and Illinois** that the following statement is true and correct to the best of my knowledge:

I personally know Richard B. Daniggelis, who is the defendant in the above-captioned case, and who was named as a defendant in at least four (4) cases related to the same subject matter: Deutsch Bank v. Daniggelis, et al. (2004-CH-10851 – in CHANCERY), GMAC Mortgage, et al. v. Daniggelis, et al. (2007-CH-29738 – in CHANCERY), and Younes v. Daniggelis (2014-M1-701473 – in CIVIL) – and **this** case, GMAC Mortgage, et al. v. Daniggelis, et al. (2007-CH-29738 – in the LAW DIVISION). Mr. Daniggelis made me aware of mortgage fraud, but while I believed him, I had no proof of it. However, when I later obtained proof of fraud (via a Public Records request to This Court), I then discovered that This Court had not been made aware of much of the proof that I found through my own private research. So, I felt a moral obligation to bring to the attention of This Court said proof, and am doing so via this communication: Statements of Facts, Documentation to Verify, and Arguments at law –whereof.

**FURTHER AFFIANT SAYETH:**

- (1) I met Mr. Daniggelis when Robert. J. More, who was his tenant from about Jan 2011 until about Oct 2013, called me from Daniggelis' home phone (312-642-0044), exposing the number via caller-ID. I have known Mr. Daniggelis for several years, but only via phone conversation; I have not met him in person.
- (2) Two of these cases have been appealed to the First District Appellate Court, where Mr.

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

GMAC Mortgage, LLC n/k/a: Bank of America, N.A.	)	
aka: “LaSalle Bank National Association,” aka “US Bank,	)	<b>Case No.: 2007 CH 29738</b>
NA,” as trustee for Morgan Stanley Loan Trust 2006-16AX,	)	
Plaintiff	)	Before:
vs.	)	Hon. Sanjay T. Tailor,
	)	Presiding Judge assigned –
Richard B. Daniggelis,	)	or whichever other judge
Defendant	)	may so preside in Law Div.

**AFFIDAVIT OF GORDON WAYNE WATTS**

**STATE OF FLORIDA  
COUNTY OF POLK**

Before me, the undersigned Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared Gordon Wayne Watts, known to me to be a credible person and of lawful age, who first being duly sworn, upon his oath, deposes and says:

**AFFIANT STATEMENT:**

I, Gordon Wayne Watts, declare (certify, verify, and state) under penalty of perjury under the laws of the United States of America **and the States of Florida and Illinois** that the following statement is true and correct to the best of my knowledge:

I personally know Richard B. Daniggelis, who is the defendant in the above-captioned case, and who was named as a defendant in at least four (4) cases related to the same subject matter: Deutsch Bank v. Daniggelis, et al. (2004-CH-10851 – in CHANCERY), GMAC Mortgage, et al. v. Daniggelis, et al. (2007-CH-29738 – in CHANCERY), and Younes v. Daniggelis (2014-M1-701473 – in CIVIL) – and **this** case, GMAC Mortgage, et al. v. Daniggelis, et al. (2007-CH-29738 – in the LAW DIVISION). Mr. Daniggelis made me aware of mortgage fraud, but while I believed him, I had no proof of it. However, when I later obtained proof of fraud (via a Public Records request to This Court), I then discovered that This Court had not been made aware of much of the proof that I found through my own private research. So, I felt a moral obligation to bring to the attention of This Court said proof, and am doing so via this communication: Statements of Facts, Documentation to Verify, and Arguments at law –whereof.

**FURTHER AFFIANT SAYETH:**

**(1)** I met Mr. Daniggelis when Robert. J. More, who was his tenant from about Jan 2011 until about Oct 2013, called me from Daniggelis' home phone (312-642-0044), exposing the number via caller-ID. I have known Mr. Daniggelis for several years, but only via phone conversation; I have not met him in person.

**(2)** Two of these cases have been appealed to the First District Appellate Court, where Mr.

**Page 1 of 9 of Affidavit of Gordon Wayne Watts**

Daniggelis is being represented *pro bono* by Attorney Andjelko Galic, another good friend of mine. At last check, the record on appeal was not timely submitted by Atty. Galic, in either appeals case (probably due to his heavy workload), and both of Daniggelis' appeals are (I'm guessing) in jeopardy of being dismissed for want of prosecution. **[[Update:** Since my earlier affidavit in the sister cases, I was informed by the First Appellate Court that one of the appeals, 1-15-0662, *Younes v. Daniggelis*, was *indeed* dismissed for want of prosecution, as I had feared. That case is still in grave jeopardy as I speak –and pending on motion for reinstatement by Daniggelis' attorney of record, Mr. Galic. My request to intervene as both an *Amicus Curiae* and also an interested party (non-record claimant prospective / heir-legatee), was time-stamped earlier than the dismissal, and my motions are *also* being reviewed; however my motions, being *nunc pro tunc*, due to the time-stamp, as guaranteed by Illinois Supreme Court Rule 373 (Date of Filing Papers in Reviewing Court; Certificate or Affidavit of Mailing) are timely, and not late as with Mr. Galic's filings.]]

**(3)** I rarely litigate (since I'm not a lawyer), but I feel that This Honourable Court should probably know about one case in which I participated, because it is relevant to my credibility to make legal arguments in Daniggelis' case:

\* *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)

<http://www.floridasupremecourt.org/clerk/dispositions/2005/2/03-2420reh.pdf>

\* *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) <http://www.floridasupremecourt.org/clerk/dispositions/2004/10/04-925reh.pdf>

\* *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) <http://media.ca11.uscourts.gov/opinions/pub/files/200511556.pdf>

**(4)** As shown above, I almost won 'the' “Terri Schiavo” case – all by myself – and on the merits (it got past the clerk, who rules on technical issues, and was presented to the full court on the merits). I almost won, doing better than all others on our side combined. I am not mentioning this to brag[\*\*], but rather merely to assure This Court that, while I am not a lawyer, I do know something of law, and thus “may be of considerable help to the Court,” as R.37.1 of the U.S. Supreme Court states regarding *Amicus Curiae* briefs. *[\*\*]This was a double miracle: not only my skill but even more-so my faith or courage to proceed against impossible odds and strong opposition in a highly controversial public case.*

**(5) My Interests:** Not only is Daniggelis a personal friend of mine, but moreover, even were he a total stranger, I would be outraged at the injustices here, once I realised what happened. I am only one person (and thereby limited in all respects), but I feel that one person can make a difference.

**Page 2 of 9 of Affidavit of Gordon Wayne Watts**

**(6) I am the sole author of this affidavit, the accompanying proposed *Amicus Curiae* brief, and the related motion for leave to file and notice thereof.**

**(7) The following chronology of the facts is true and correct to the best of my knowledge, based on both lengthy conversations I've had with Daniggelis, and also based on my own research (Public Records requests from your court, etc.) to verify his assertions of fact:**

The property which is the subject of all this litigation, **1720 N. Sedgwick St., Chicago IL 60614**, is a house and land which was in Daniggelis' family for many years, and, at some point, passed down to him, with him as the sole owner. **[[Correction and/or clarification:** In an earlier version of this affidavit, which I had filed in the Chancery case, bearing the same case-file number, I used the phrase “passed down to him, with him as the sole owner,” as you see above. While this over-broad “passed down to him” language seemed technically correct to me, given that I did not know the details of how it was “passed down” (inheritance, gift, purchase, buyout, etc.?), when speaking with Mr. Daniggelis by phone recently, he said this was imprecise and an inaccurate description: He claims that he bought out the shares of other relatives, thus gaining ownership of his house. I shall leave the original language in for purposes of consistency with my prior filing –and transparency, admitting my grammatical snafu here; however: Let this notice serve as a correction to all prior versions filed in both the 2007-CH-29738 Chancery “sister case” and the other related case, 2014-M1-701473, *Younes v. Daniggelis*. – My apologies for any distractions that may dilute from my affidavit regarding these very grave injustices.]]

At some later point, Daniggelis became overwhelmed with the combined financial burden of the upkeep and, particularly, the payments, since it is an expensive house, and he was the sole owner. Subsequently, he put an ad in the paper to seek help, either for refinancing, investors, tenets, and/or repairs in exchange for reduced rent. (The details and timing of his requests are of

no import: The only thing that matters is who responded and what transpired.) On 7/8/2004, the bank filed a complaint (*Deutsch Bank v. Daniggelis, et al. 2004-CH-10851*) against him for mortgage foreclosure. After proceeding *pro se* for a while, he retained Attorney Joseph Younes to represent him [*see note of possible scrivener's error, below*] against the bank. On 8/9/2006, the bank moved This Court to dismiss, claiming, *inter alia*, that Daniggelis paid off the subject loan, and Judge Robert Quinn granted and dismissed. **That case is not being appealed.**

**[[NOTE:** I referred to Joseph Younes as having represented Daniggelis as his lawyer in prior versions of this affidavit, whose language I am keeping, above. This claim was based on the “NOTICE OF MOTION,” docketed on June 23, 2006 in *Deutch Bank Nat'l v. Daniggelis*, NO. 04-CH-10851, wherein Younes entered an appearance for Daniggelis. However, when I recently spoke by phone with Daniggelis, he complained that my statement on that head was an “inaccuracy,” and was very angry with me insofar as he claimed that Younes was **never** his lawyer. For the purposes of verification, I, Gordon Wayne Watts, now state, assert, and certify under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109 (Sec. 1-109. Verification by certification.), that Richard Daniggelis, the defendant in this case, did indeed tell me this. THEREFORE, I may, possibly, have made a 'Scrivener's Error' in my claims that Younes was Daniggelis' lawyer. I do not know what actually transpired; I only know what I see in Younes' Notice and what Daniggelis told me, and I suspect that there was either an honest misunderstanding on the part of both men –or, in the alternative, perhaps Younes entered an appearance without Daniggelis' authorisation and permission. **But, I presume both men to be innocent until proven guilty, and infer an honest understanding** here. Nonetheless, I feel this should be “looked into” further, and therefore am mentioning it now.]]

**Page 4 of 9 of Affidavit of Gordon Wayne Watts**



On 10/17/2007, GMAC Mortgage filed a complaint (*GMAC Mortgage, et al. v. Daniggelis, et al. 2007-CH-29738*) against Daniggelis to foreclose, apparently a result of subsequent financial distress, and apparently, US BANK NATIONAL ASSN subsequently purchased the loan and sought to continue to pursue foreclosure under subrogation. Robert J. More, an acquaintance of mine, was staying with Daniggelis from about Jan 2011 until about Oct 2013, for little or no rent, and he did light chores and research to help Daniggelis. (Mr. More introduced Mr. Daniggelis to both myself and Attorney Andjelko Galic, who currently represents Daniggelis. It is my understanding that, although More stayed with him, nonetheless, Mr. Daniggelis was unable to attract any “regular” paying tenants, due to the dark cloud that hung over the title, and the foreclosure proceedings –*and* the subsequent mortgage fraud, described elsewhere, which instability probably scared off prospective paying tenants.) When Plaintiffs named defendants, they included Mr. More, apparently in response to More's filing numerous pleadings in this case, starting with the 6/21/2013 “INCOMING CORRESPONDENCE FILED,” which he filed *pro se*. More's name is misspelled on the docket as 'Moore,' but the correct spelling is 'More.' Robert J. More is also trespassed from this Court House, and must have an escort to conduct business. Moreover, he is a restricted filer in this *and other* courts, based on allegations of being a vexatious litigant. However, More has told me that he has a legal right to intervene in this case, as he has an interest that is not being represented by any of the parties, since, according to More, Mr. Daniggelis may owe him some consideration for his research assistance *and* for putting him in touch with Atty. Galic. Because of this, and his prior presence on the service list in this case (2007-CH-29738), I am including him on the service list today. Lastly, while More probably does warrant censure of vexatious litigant restrictions (due to the

incoherence in his filings), I will go on record as stating that More is a legal genius, a virtual walking case-law Encyclopædia, a savant on the order of “Rain man,” the famous 1988 movie starring American actor, Dustin Hoffman. Thus, I feel that Mr. More may have something to offer This Court in the way of legal analyses.

On 7/16/2008, Chicago Volunteer Legal Service entered an appearance for Daniggelis, but did not represent Daniggelis' claims after 1/20/2010. **Plaintiffs filed multiple motions for This Court to dismiss, and said motions were eventually granted.** On April 20, 2007, Daniggelis executed a Fraudulent Document Notice to both the Cook County Recorder's office (doc number: 0711039132, on 4/20/2007) and to This Court (exhibit 'F' of the July 30, 2008 filing by Atty. Benji Philips) that the July 09, 2006 Warranty Deed (doc no: 0622826137 at the Recorder's Office, on 8/16/2006) was a forgery. **Daniggelis made this declaration (thereby placing a cloud on the title), but did not offer substantive proof (duplicate signatures, etc.)** as I am doing now. On 4/8/2011, Atty. Galic entered an appearance for Daniggelis, apparently to replace Chicago Volunteer Legal Service. On 02/15/2013, Judge Michael F. Otto, in this case (*GMAC, et al., vs. Daniggelis, et al.*, 2007-CH-29738), in the CHANCERY DIVISION (not this LAW DIVISION case), entered an order in favour of Younes upon his Motion for Summary Judgment and held, as a finding of law, that Younes was sole owner of the property in question and that Daniggelis had no legal interest in said property, thereby clearing the cloud that was on the title. For reasons that are not clear to me, on 8/12/2014, Judge Moshe Jacobius entered an order transferring this case to the Law Division (this case, that is). Galic made a late appeal to the First Appellate Court, of the CHANCERY DIVISION case with this same case number –which appeal was denied, but appealed to the Illinois Supreme Court, which, on 03/25/2015, entered the

following order: “In the exercise of this Court's supervisory authority, the Appellate Court, First District, is directed to vacate its order in GMAC Mortgage, LLC v. Daniggelis, case No. 1-14-2751 (09/24/14), denying Richard Daniggelis leave to file a late notice of appeal. The appellate court is instructed to allow Richard Daniggelis to file a late notice of appeal and hear the case.” (27 N.E.3d 610 (2015)) **That case is pending before the appeals court in case #:1-14-2751. (This case, in the LAW DIVISION, so far as I see, however, has not been appealed.)**

On 01/22/2014, Attorney Joseph Younes, who had previously represented Daniggelis in the 2004 foreclosure case, *supra*, filed a F.E.D. (FORCIBLE ENTRY AND DETAINER) case against Daniggelis in the Civil Division (Younes vs. Daniggelis, 2014-M1-701473). This was well before the 08/12/2014 order of Judge Moshe Jacobius, transferring this case to the Law Division.

On 01/27/2015, and after much litigation that did not include key findings of fact which I found (detailed in the attached Amicus Curiae brief), Judge George Scully entered an ORDER FOR POSSESSION in Younes vs. Daniggelis, 2014-M1-701473 – apparently in response to Judge Otto's 02/15/2013 finding in GMAC, et al., vs. Daniggelis, et al., 2007-CH-29738 that Younes was sole owner. On 2/26/2015, Galic filed a notice of appeal to the First Appellate Court in Younes v. Daniggelis, case No. 1-15-0662, and the appeal is pending filing of the record. On 7/2/2015, Judge Diane Rosario entered an order extending the time for enforcement of Judge Scully's order. The Sheriff's Department served an eviction notice to enforce Scully's order, and, at last check, when completing the prior versions of this affidavit, Daniggelis was in the process of removing his belongings with the help of some employees of Younes.

Subsequent to the prior affidavit I filed in the related cases, Daniggelis was evicted, and,

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at last check, Daniggelis, an elderly seventy-six (76) year-old man, was homeless and living on the streets, except on some occasions where he was able to afford a rental van, into the which he slept, according to conversations I have had with him, tho I do not know specific details.

Since I filed the earlier versions of this affidavit of fact, besides the homelessness jeopardy mentioned above, three (3) other key developments have transpired: First, This Court lost or otherwise misplaced my request to supplement the record on appeal, even tho FedEx shows it was received and signed for by the same person who received the earlier items on docket in the sister cases. Secondly, after I heard reports from Daniggelis of a possible attempt by Younes to destroy the house (and thus “moot” the appeal), I made contact with a professional photographer in Chicago, and he took photos documenting a Stop Work order by City Code, which I am sure would not be necessary had no illegal demolition or construction been going on. (I am not accusing Younes of anything intentional or malicious, but it is what it is, and I document my strong claims.) Thirdly, and lastly, after all was said and done, I was made aware of the presence of case number: *GMAC v. Daniggelis*, 2007-CH-29738 in this LAW DIVISION as being a separate and distinct case –different from the case in CHANCERY by the same case number and style.

Since I fear for the life and health of my homeless, elderly friend, Mr. Daniggelis, and am certain that forgery fraud was committed (after seeing two identical signatures, “damning proof” of a photocopy of signature forgery), then I felt a moral (and legal) obligation to update my affidavit and submit it –along with arguments at law, and documents to verify –to This Honourable Court, and hope that my plebeian status {{as a “non-lawyer” who is not rich, and who is out-of-state –and thus unable to attend any court hearing, 'in-person,' to present any

**Page 8 of 9 of Affidavit of Gordon Wayne Watts**

motions}} would not be used as an 'excuse' to abrogate or deny justice, Equal Protection, Due Process, or an otherwise fair review of my concerns that laws were egregiously, and intentionally, broken.

**FURTHER AFFIANT SAYETH NAUGHT.**

\_\_\_\_\_  
Gordon Wayne Watts, Affiant

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged, subscribed, and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by GORDON WAYNE WATTS, Affiant, who ( is / is not ) personally known to me, who ( did / did not ) produce identification as shown below, *and* who ( did / did not ) take an oath.

IDENTIFICATION TYPE: \_\_\_\_\_

IDENTIFICATION NUMBER: (\*) \_\_\_\_\_

(\*) In compliance with Rule 138, ILLINOIS SUPREME COURT RULES, "Personal Identity Information" (b)(2), "driver's license numbers," I am not including my full Driver's License Number. However, in accordance with Rule 138 (c)(2), "A redacted filing of personal identity information for the public record is permissible and shall only include: **the last four digits** of the driver's license number." Therefore, I am asking This Notary to use only the last 4 digits.

See: [http://www.IllinoisCourts.gov/supremecourt/rules/art\\_ii/artii.htm](http://www.IllinoisCourts.gov/supremecourt/rules/art_ii/artii.htm)

Notary Public: \_\_\_\_\_

Date: \_\_\_\_\_

(Notary Stamp)

My Commission Expires: \_\_\_\_\_

motions}} would not be used as an 'excuse' to abrogate or deny justice, Equal Protection, Due Process, or an otherwise fair review of my concerns that laws were egregiously, and intentionally, broken.

**FURTHER AFFIANT SAYETH NAUGHT.**

X Gordon Wayne Watts  
Gordon Wayne Watts, Affiant

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged, subscribed, and sworn before me this 8<sup>th</sup> day of September, 2015, by GORDON WAYNE WATTS, Affiant, who (is is not ) personally known to me, who (did / did not ) produce identification as shown below, and who (did / did not ) take an oath.

IDENTIFICATION TYPE: X FL Driver License 176-0

IDENTIFICATION NUMBER: (\*) X 176-0

(\*) In compliance with Rule 138, ILLINOIS SUPREME COURT RULES, "Personal Identity Information" (b)(2), "driver's license numbers," I am not including my full Driver's License Number. However, in accordance with Rule 138 (c)(2), "A redacted filing of personal identity information for the public record is permissible and shall only include: the last four digits of the driver's license number." Therefore, I am asking This Notary to use only the last 4 digits.

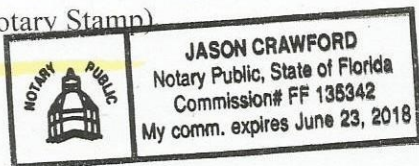
See: [http://www.IllinoisCourts.gov/supremecourt/rules/art\\_ii/artii.htm](http://www.IllinoisCourts.gov/supremecourt/rules/art_ii/artii.htm)

Notary Public. [Signature]

Date: 9/8/15

(Notary Stamp)

My Commission Expires: 6/23/18



**Exhibit 'G' -- Gordon Wayne Watts filing****IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT – LAW DIVISION**

GMAC Mortgage, LLC n/k/a: Bank of America, N.A.	)	
aka: “LaSalle Bank National Association,” aka “US Bank,	)	<b>Case No.: 2007 CH 29738</b>
NA,” as trustee for Morgan Stanley Loan Trust 2006-16AX,	)	
	)	Before:
Plaintiff	)	Hon. Sanjay T. Tailor,
vs.	)	Presiding Judge assigned –
	)	or whichever other judge
Richard B. Daniggelis,	)	may so preside in Law Div.
Defendant	)	

**Motion for leave to file *Amicus Curiae* brief**

I'm not a lawyer, either by trade or by education, thus don't often file pleadings, *much less* pleadings in cases “foreign” to myself (such as this case). Moreover, I understand that, in Cook County, IL, for whatever reasons, friend of the court briefs are rarely filed, much less addressed in the Local Rules of This Court. However, I heard of certain fraud in a case involving a personal friend of mine, and upon summoning Public Records, which This Court graciously provided me, I confirmed the rumours of a signature being photocopied (and thus forged). Since This Honourable Court doesn't have a local rule addressing *Amici*, I will “dip into” the Rules of the United States Supreme Court for an analogous rule: Rule 37.1 of the U.S. Supreme Court states: “1. An *amicus curiae* brief that brings to the attention of the Court relevant matter **not already brought to its attention by the parties** may be of considerable help to the Court.” (Emphasis added in bold-faced underline for clarity; not in original) After reviewing the records further, I realised that a good number of other fraudulent actions occurred, but weren't (so far as I could see) brought to the attention of This Court by any of the parties. Thus, Rule 37.1's common sense guidelines, which are good enough for the US Sup Ct, are surely good guidelines for This Court. **Therefore, I respectfully request This Court grant leave to file the attached *Amicus* brief, *infra*.** [Note: references to the record in 2007-CH-29738 refer to the CH case, not Law Division.]

**AMICUS CURIAE BRIEF OF GORDON WAYNE WATTS  
IN SUPPORT OF DEFENDANT / APPELLANT, RICHARD B. DANIGGELIS****I. Introduction**

Richard B. Daniggelis, who is the defendant in this case, was named as a defendant in at least four (4) cases related to the same subject matter: *Deutsch Bank v. Daniggelis, et al.* (2004-CH-10851), *GMAC Mortgage, et al. v. Daniggelis, et al.* (2007-CH-29738: Both this case and the one in CHANCERY), and *Younes v. Daniggelis* (2014-M1-701473: in the CIVIL Division).

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Two of these cases have been appealed to the First District Appellate Court, where Mr. Daniggelis is being represented *pro bono* by Attorney Andjelko Galic, another good friend of Mr. Watts. At last check, the record on appeal **was not timely submitted** by Atty. Galic *in either appeals case* (apparently due to his heavy workload), and both of Daniggelis' appeals are likely in jeopardy of being dismissed for want of prosecution (as clarified in the attached affidavit). As stated earlier, Watts rarely litigates (since he is not a lawyer), but This Honourable Court should probably know about one case in which he participated:

\* *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)

<http://www.floridasupremecourt.org/clerk/dispositions/2005/2/03-2420reh.pdf>

\* *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) <http://www.floridasupremecourt.org/clerk/dispositions/2004/10/04-925reh.pdf>

\* *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) <http://media.ca11.uscourts.gov/opinions/pub/files/200511556.pdf>

Mr. Watts almost won 'the' "Terri Schiavo" case – all by himself – and on the merits (it got past the clerk, who rules on technical issues, and was presented to the full court on the merits). He almost won, doing better than **all** others on his side **combined**. This *Amicus Curiae* brief does not mentioning this to brag[\*\*], but rather merely to assure This Court that, while Watts is not a lawyer, he does know something of law, and thus “may be of considerable help to the Court,” as R.37.1 *supra* states.

[\*\*] *This was a double miracle: not only Watts' skill, but even more-so his 'faith' or*

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*'courage' to proceed against impossible odds and strong opposition in a highly controversial public case.*

## **II. Interests of the *Amicus***

Not only is Daniggelis a personal friend of Watts, but moreover, even were he a total stranger, Mr. Watts would be outraged at the injustices here, once he realised what happened. He feels that while he is only one person (and thereby limited in all respects), nonetheless, one person can make a difference.

## **III. Summary of the Case File / Subsequent Statement of Facts**

The statements and affirmations of fact contained in the Affidavit of *Amicus*, Gordon Wayne Watts, filed in the above-captioned case, are incorporated by reference herein as if fully set forth herein.

## **IV. Argument**

Both Atty. Benji Philips (Chicago Volunteer Legal Service) and Atty. Andjelko Galic[\*-\*] did excellent jobs of defending Richard Daniggelis against mortgage fraud; however, with all due respect to both attorneys, they failed to advance key arguments that showed clear fraud. Moreover, while Daniggelis knew of these facts, and he repeatedly attempted to make This Court aware of them, he was not allowed to speak (or so Watts vividly recalls him repeatedly telling him), and, since Daniggelis is not a lawyer, he didn't know the proper protocol and procedure to communicate with This Court (*as Watts, who is more skilled in this area, is doing today*). [\*-\*] *Galic is to be especially commended: he is representing Daniggelis pro bono, at high financial and personal costs to himself, since Daniggelis, unable to access any equity in his home, which was taken in mortgage fraud, can not afford a 'Big Law' attorney, here.*

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Since Daniggelis wasn't afforded a fair hearing due to failure to introduce key evidence, Watts' *Amicus Curiae* brief must invoke an “ineffective counsel” defense (as much as it is unpleasant to state against these two fine attorneys –one of whom is a personal friend of Watts). **NOTE:** Since Illinois, like Florida, recognises attorneys as 'Officers of the Court' (and not *merely* private citizens), then Galic's failure was legally equivalent to a failure of the Judicial Branch, and thus Daniggelis' Due Process was denied, and no further legal argument is needed to advance an 'Ineffective Counsel' defense! (But we will anyhow. See *infra*.)

ARTICLE VIII. ILLINOIS RULES OF PROFESSIONAL CONDUCT OF 2010, Preamble: a Lawyer's Responsibilities reads: “[1] A lawyer, as a member of the legal profession, is a representative of clients, **an officer of the legal system** and a public citizen having special responsibility for the quality of justice.”

Cite: [http://www.Illinoiscourts.gov/supremecourt/rules/art\\_viii/artviii\\_new.htm](http://www.Illinoiscourts.gov/supremecourt/rules/art_viii/artviii_new.htm)

This, of course, implicates Fundamental Due Process. Florida case law, which is persuasive (even if not binding) is clear on this point:

“When facts are to be considered and determined in the administration of statutes, there must be provisions prescribed for due notice to interested parties as to time and place of hearings with appropriate opportunity to be heard in orderly procedure sufficient to afford due process and equal protection of the laws...”  
**Declaration of Rights, §§ 1,12. *McRae v. Robbins*, 9 So.2d 284, 151 Fla. 109. (Fla. 1942)**

However, since Fla. case law is supported by Federal Law (and Art. VIII. Illinois R.Prof. Conduct—2010, *supra*) , then the Supremacy Clause (and Illinois State Law) controls, and is binding upon all Illinois state courts too. While Substantive Due Process (SDP) is the standard for courts to enforce limits on legislative and executive powers (for example, over-broad or oppressive laws which have erroneous deprivations of liberty), Daniggelis' deprivation was a violation of Procedural Due Process (PDP), which guarantees a party the “right to be heard” and the “opportunity to meet it” in such proceedings (which didn't happen for Daniggelis), with

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courts basing their decision solely on the law and evidence adduced:

“The essence of due process is the requirement that "a person in jeopardy of serious loss [be given] notice of the case against him and opportunity to meet it." *Joint Anti-Fascist Comm. v. McGrath*, 341 U.S. at 341 U. S. 171-172 (Frankfurter, J., concurring).” *Mathews v. Eldridge*, 424 U.S. 319, at 348 (1976)

This may be a case of sub-prime or predatory lending, but that's moot in light of the newly discovered fraud. **Without any further ado, here is the fraud which was not already brought to This Court's attention by all the parties in these three (3) cases:**

#### **IV. Argument – A. Photocopied (forged) signature**

First off, if you look closely at the May 09, 2006 Warranty Deed (See Exhibit Watts-A), you will see that the signature on it is exactly identical to the signature on the July 09, 2006 Warranty Deed. (See Exhibit Watts-B) No mere mortal can sign his or her name exactly the same twice in a row: the latter signature is obviously a forgery. Now, in all fairness to Daniggelis' attorneys, the 07/30/2008 filing by Atty. Benji Philips, in No. 07-CH-29738, did (at point 45 on page 6) mention that the word 'July' was hand written over an obvious “white out.” That should have raised red flags because the date, “09,” was type-written, meaning the month should have been too. (The month is more easily known in advance than the day, and if either was going to be a blank, it would have been the date, where a white-out could correct a typo.)

In all fairness to This Noble Court, since neither Philips nor Galic mentioned the duplicate (photocopied, forged) signature, then This Court might rightly have assumed that the date was a mere typo –and in need of “whiting-out” & correction.

**However, this new piece of evidence, all by itself, establishes proof of fraud, and this alone is sufficient to bring criminal charges against some or all parties involved (and, of course, put a halt to and/or reverse any and all transfer of the title out of Daniggelis' name).**

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Before moving on to the next point, it bears mention that, after thorough review of the record, it would appear that there is no docket entry showing where Attorneys Paul Shelton or Joseph Younes complied with the lawful requests for depositions. This implies that they knew of the duplicate signatures, and were trying to avoid being forced to turn on one another. **They are all innocent until proven guilty, but *someone* is guilty: the duplicate signature didn't just sign itself.** Therefore, this *Amicus* feels that all parties (including Erika Rhone) should be called to testify against one another and do some explaining.

**PROOF:** A copy of the “May 09” deed is found as 'Exhibit C' of the 07/30/2008 Exhibits filed by Chicago Volunteer Legal Services. A copy of the “July 09” deed – with an exactly (and impossibly) identical signature – is found as 'Exhibit E' of same. (One does not need to be a “handwriting expert” to see the exactness. Look, in particular, to the way that the first cursive 'g' of 'Daniggelis' crosses the 'IS' of the printed name immediately below.)

#### **IV. Argument – B. “Whited-out” (forged) date**

This was already known to The Court, but it is being included in this enumeration to be complete.

#### **IV. Argument – C. Lack of consideration (payment)**

The 07/30/2008 filing by Philips, in No. 07-CH-29738, did (point 50, p.6) mention Daniggelis never cashed a check for \$5,000.00, **which hinted Daniggelis never received any payment for the property.** It is well-settled case-law that no contract is valid if it lacks consideration: Sometimes consideration is “nominal,” meaning it was stated for form only, such as “for and in consideration of TEN and NO/100ths Dollars (\$10.00) and other good and valuable consideration in hand paid,” (as was done on these Warranty Deeds) –and sometimes used to

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hide the true amount being paid. But it is also not disputed that Consideration must be of value (at least to the parties), and is exchanged for the performance or promise of performance by the other party. This, alone, might void the Warranty Deed: *Stilk v. Myrick*, 170 Eng. Rep. 1168, 1168 (1809) (L.R.C.P) (Ellenborough, L) (holding a renegotiated contract void due to lack of consideration). **However, the more relevant fact was never clearly declared to This Honourable Court:** While Daniggelis was, indeed, offered a small check, **he never cashed it.** (If you doubt this argument, check the record: No record exists of a Mr. Richard B. Daniggelis ever having accepted any payment whatsoever for his house and land.) While Arguments 'A' and 'B' above show *Mens Rea* (criminal intent) on the part of whomever forged the signature, Argument 'C' here (by contrast) clearly shows that Daniggelis' "intent," if you will, was not to sell his house, but merely to seek refinancing. (Put another way, no person in his right mind would simply "give away" an homestead that has been in the family for ages!) Even a blind man could see that A and B prove forgery (fraud), and even a lowly plebeian can see that 'C' here, shows Daniggelis' intent was never to merely "give away" his house (as the trial courts implied by their respective rulings in both the 2007 Chancery and 2014 M1 Civil cases).

#### **IV. Argument – D. Missing Funds (fraud)**

Since the house was, *de facto*, "given away," that begs a deeper question: what happened to the equity? In fact, the 07/30/2008 filing by Philips, in No. 07-CH-29738, did (at point 42 on page 5) mention that the total of the mortgages was \$714,009.29, but inquired about "[t]wo additional payoffs totaling more than \$100,000 [] made to unspecified recipients." While this is not a "new" point (something an *Amicus* is supposed to bring), the fact of the matter is that the "missing funds" issue, here, was never really addressed. The question was asked, but nobody

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bothered to follow-up on it and answer: ***“Where did all the equity go?” Missing funds here, not accounted-for, constitute fraud. This, alone, is probably sufficient to stop all transfer of title, and invoke a criminal investigation.*** (With the house partly paid-off, possessing great equity, a “give away” is nothing short of theft.)

#### IV. Argument – E. Predatory (sub-prime) lending

Richard Daniggelis clearly told *Amicus*, Gordon W. Watts, on several occasions that Joe Younes wanted to “go after” the bank, back when he was representing Daniggelis. **[[Note:** Here, Watts refers to Joseph Younes as having represented Daniggelis as his lawyer. This claim was based on the “NOTICE OF MOTION,” docketed on June 23, 2006 in *Deutch Bank Nat'l v. Daniggelis*, NO. 04-CH-10851, wherein Younes entered an appearance for Daniggelis. However, when Watts recently spoke by phone with Daniggelis, he complained that Watts' statement, in prior filings, on that head was an “inaccuracy,” and was very angry with Watts insofar as Daniggelis claimed that Younes was **never** his lawyer. For the purposes of verification, Gordon Wayne Watts, as stated in the attached affidavit, certifies under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109 (Sec. 1-109. Verification by certification.), that Richard Daniggelis, the defendant in this case, did indeed tell him this. THEREFORE, Watts may, possibly, have made a 'Scrivener's Error' in his claims that Younes was Daniggelis' lawyer. He does not know what actually transpired; Watts only knows what he saw in Younes' Notice and what Daniggelis told him, and suspects that there was either an honest misunderstanding on the part of both men –or, in the alternative, that perhaps Younes entered an appearance without Daniggelis' authorisation and permission. **But, we must presume both men to be innocent until proven guilty, and infer an honest understanding** here. Nonetheless, Watts feels this

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should be “looked into” further, *perhaps with additional deposition*, and therefore is including this in both his affidavit and these arguments, here.]]

While neither Daniggelis nor Watts ever figured out what made Younes so sure that he had a case, the only thing that seems a likely tort for which Younes might sue (back before all the mortgage fraud and theft of house, of course) was a possibly excessive or illegal interest scheme. The fact that Daniggelis often complained about the interest and/or fees, lent *Amicus*' theory credence. Watts was not sure if laws were broken in this regard, but as it seemed credible at the time, this *Amicus* brief is now mentioning this so that it can be investigated by those more expert than Watts in the areas of Predatory and Sub-prime lending—strongly implying that a loan mod (refinancing aka: modification) was (is) possible to avoid foreclose—meaning that a “loan mod” should have been (should be) pursued—and not mortgage fraud, as has occurred, here.

#### IV. Argument – F. The 'Unclean Hands' problem

This home, according to the Cook County Recorder's office (See Exhibits Watts-C, D, and E), is still in William D. and Linda D. Gerould's name, Linda being the sister of Richard. (This, of course, means that even Daniggelis might get into trouble for doing business on it – unless he can show that it was transferred back to him but not recorded.) More importantly, though, it means that Younes and Shelton, who, apparently, had NO RECORD of the home being transferred out of Gerould's name, could not legally take possession of it: They have “unclean hands,” as they did business with a person who is not the legal owner. (Look at the Cook County Recorder's records if you do not believe me.) **This fact alone is sufficient to halt all transfer to a third-party until it is resolved.** (Of course, as none of the parties informed This Noble Court, it was never addressed, and thus never resolved.)

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#### IV. Argument – G. Forged POA (Power of Attorney) – PROOF:

Here's something else that Philips & Galic missed: If you look at Exhibit 'D' of the 07/30/2008 filing by Philips, the “Limited Power Of Attorney” signed by “Richard Daniggelis” (See Exhibit Watts-F) you'll notice that the place for a notary public is left blank. **This alone invalidates this article.** That was never really “fleshed out” in the trial courts. However, there's something even more sinister. A copy of this document, which Watts obtained from Daniggelis (apparently a 4/16/2015 exhibit filed in 2014-M1-701473) proves that Shelton did, subsequently, notarise this POA. (See Exhibit Watts-G) Shelton should testify about this, but since he surely testified previously that he & Daniggelis were present together when Daniggelis signed this doc, perhaps the “notarised” version Watts obtained from Daniggelis isn't needed to prove that Shelton claims he witnessed the signature.) **Bottom line: Shelton is, on one hand, saying[[\*\*]] he witnessed Daniggelis sign this doc, and relying upon said POA, but on the other hand, the record clearly shows that he did not actually sign or witness it until “after the fact.” – This is clear fraud, and this alone shows sufficient additional Mens rea (criminal intent) to invoke a State Atty. or Atty. General criminal investigation. [[\*\*]]** *Even though this Amicus admits that he can't find where Shelton 'explicitly' testified to this effect, Shelton's claims that he witnessed Daniggelis sign it are implicit, since he is relying upon the authenticity of this POA: since Shelton probably never testified, and continued to evade deposition on this head, he (and all others) should probably be compelled to testify about this fraud here, too.*

#### IV. Argument – H. Linda Green

Looking at the “Lost Assignment Affidavit” that was submitted as 'Exhibit B' of Galic's 11/21/2011 “Motion for Ruling...” in 2007-CH-39738, we see a familiar name: “Linda Green,”

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the infamous robo-signer. However, what is really troubling is that Joseph Younes' name was named in the document. In all fairness to This Court, *Amicus* must admit that Galic did address this matter in points 9—10 (comparing it, in point 11, with 'Exhibit C,' another 'Assignment' doc, showing clear fraud on the part of those invoking Linda Green's authorisation of reassignment!). While *Amicus* must admit that Galic did, in fact, address this matter in points 9—12 of said motion, this brief is including it (again) merely to be complete in the assessment (argument) of ascertaining whether there was, in fact, a bunch of fraud. (*Besides: Ms. Linda Green was too good to pass up without at least cursory mention.*)

#### **IV. Argument – I. Civil Damages**

While Younes complains he could not collect rent while a cloud hung over the title, *likewise Daniggelis was also unable to collect rent “of any substance”* –or attract any actual 'regular' renter willing to pay any “substantial” amount: The spectre of eviction that hung over the property “like a dark cloud” scared off any prospective renters (besides an occasional freeloader or transient) who were looking for a stable place to live. This constitutes punitive and/or civil damages for Daniggelis. Of course, civil damages are only payable to Daniggelis if he is, in fact, found to be a victim of fraud, but, since a number of these issues (which all parties failed to address to This Court) constitute criminal charges, all this together probably constitutes R.I.C.O. - Racketeering Influenced Corrupt Organisation - if collusion among the parties to commit forgery, etc., can be shown. “It's a racket” –literally. And that off-centre and without honour. (Multiple forgery was proved *supra*, but collusion, e.g., R.I.C.O., so far, has not been proved: That's why witnesses need to be deposed to testify against one another as to whose hand was in the til –and who knew what, *when*.)

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#### IV. Argument – J. RICO

Since Stewart Title also has more or less admitted some level of mortgage fraud (insofar as this *Amicus* has it on information that they settled with Daniggelis for a huge settlement), this is *yet another* reason that R.I.C.O. would be worth pursuing and possibly useful in compelling depositions and testimony to clarify the roles and relationship of the parties, as to who was guilty of what.

#### IV. Argument – K. Time-barred

The closing was outside the time frame of the May 09, 2006 Warranty Deed. (Remember: The July 09, 2006 deed was shown to be a forgery, in Arguments IV-A and IV-B, *supra*, so we may only consider the May 9 deed.) Looking at 'Exhibit C' that Philips filed, she, in fact, addresses this matter in point 31 of page 4 in her 07/30/2008 Answer: The May 09 deed was only to be used to close the contract “on or about” May 12<sup>th</sup>, 2006. However, more importantly, if the closing did not occur before May 19, 2006, that contract is “null and void” *ab initio*. This *Amicus Curiae* brief freely admits and acknowledges that this contract also called for a \$10,000.00 payment of damages to Younes if the closing did not occur before May 19<sup>th</sup>, 2006; and, in fact, Daniggelis might be bound by this contract. However **2 legally-mitigating factors** come into play: **The first factor** is “coercion,” to sign a contract, which also implies elder abuse, since Daniggelis was relying upon a professional: Shelton was an attorney, and possibly apparently (at that time) also a realtor, a professional, who used his credentials to mislead Daniggelis into plainly giving away the family house:

Apparently, Shelton was a realtor at that time, as the State of Illinois indicates that a “PAUL L SHELTON” had an active license, number: TA.16.1601271, from 05/29/2003 until

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06/16/2009, which then expired, but which is presently in "Application Inactive" status due to a reason of "Withdrawn.") Sources – Lookup: <http://www.obrelookupclear.state.il.us/default.asp>

Result: <http://www.obrelookupclear.state.il.us/SearchDetail.asp?>

[DivisionIdnt=3&ProfessionIdnt=null&Idnt=150319](http://www.obrelookupclear.state.il.us/SearchDetail.asp?DivisionIdnt=3&ProfessionIdnt=null&Idnt=150319)

As This Court knows, duress or coercion is intimidation of a victim to compel the individual to do some act against his or her will by the use of psychological pressure, physical force, or threats – as in “we need you to sign this Warranty Deed in order to renegotiate your loan.”

**The second factor** is the “unclean hands” doctrine: Even if Shelton and Younes otherwise might have a right to the enforcement of a contract, all parties inducing Daniggelis to sign over his property “for free” had unclean hands:

**unclean hands** – n. a legal doctrine which is a defense to a complaint, which states that a party who is asking for a judgment cannot have the help of the court if he/she has done anything unethical in relation to the subject of the lawsuit. Thus, if a defendant can show the plaintiff had "unclean hands," the plaintiff's complaint will be dismissed or the plaintiff will be denied judgment.

Source: <http://legal-dictionary.thefreedictionary.com/unclean+hands>

(Besides: Even assuming *arguendo* that Shelton *could* collect the 10 Grand, nonetheless, the torts committed by those who forged numerous docs *supra* far outweigh the mere \$10,000.00 tort that Shelton might hope to collect, and so in the balance of equities, Shelton and company would come up in a **huge** net deficit – especially considering both various criminal frauds *as well as* civil damages: “more than \$100,000 [] made to unspecified recipients” in equity theft, *supra* – **and** any rent earning which Daniggelis lost.)

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#### IV. Argument – L. Conflict of Interest

The record is clear Attorney Joseph Younes was Daniggelis' attorney in 2004-CH-10851 (*Deutsche Bank v Daniggelis*), but then he gained privileged information as his attorney. His legal obligation was to safeguard his client's financial interests, not to use privileged information to enrich himself. In all fairness, Galic did finally get around to mentioning, in point 18 of his 10/29/2014 Answer in case# 2014-M1-701473, that both of Daniggelis' attorneys took advantage of an “elderly person,” but the fact that these two attorneys (Shelton and Younes) committed “**triple**” fraud in a case where multiple forgeries have just been discovered (in the instant *Amicus* brief, here) –and given the gravity of the crimes committed – this point must be clarified to distinguish the various frauds committed. **First fraud:** elder abuse. **Second fraud:** use of privileged information for pecuniary gain: Conflict of interest. **Third fraud:** abuse of position of power/authority by attorneys in order to effect duress or coercion.

#### IV. Argument – M. *Res Adjudicata*

In his 10/29/2014 Answer, in file# 2014-M1-701473, Galic argues that Younes is barred by *Res Adjudicata* on the possession claim, due to the fact that the foreclosure suit, heard in Chancery in file#: 2007-CH-29738, considered this issue, and further argues that the date of Younes' motion is relevant. Galic's 06/18/2014 Response, in file# 2014-M1-701473, argues at point 10 that Younes can not rely upon Otto's ruling, since said ruling was not final at that time, as a timely motion to reconsider had been filed. However, as apparently Otto subsequently denied Galic's motion, Daniggelis, himself, would be barred by *Res Adjudicata*. But it is well-settled at common law that an affirmative defense against *Res Adjudicata* can be successfully raised on either changed policy or changed **factual circumstances** (the latter is the case here,

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since this *Amicus* brings to The Court's attention **previously unknown fact**). Intentional fraud (as discovered in the case at bar) may also be an affirmative defense. Also, since Federal Due Process trumps state via the Supremacy Clause, Daniggelis' lack of Procedural Due Process, *supra*, controls, and *Res Adjudicata* may then be overcome. (*Galic also addresses claim-splitting, but this point is omitted as moot.*)

#### IV. Argument – N. Subrogation

Galic addresses subrogation (substitution) of one prospective mortgage-holder in place of another, arguing (in his July 27, 2011 “Reply to the Response...” case#: 2007-CH-29738, points 6-24) that the new plaintiff can't substitute itself as mortgage holder by merely paying the debt unless it has legal obligation to do so. When the plaintiff proceeded with foreclosure against Daniggelis, Galic relied on the apparently(\*) defective chain of assignments of the mortgage in arguing that the plaintiff lacked required standing. (\*-“Apparently”: *Amicus, Gordon Watts, is not sure of the actual facts.*) However, there's persuasive case law that missing or defective Mortgage assignments **can** be cured. On July 30, 2013, Ohio's 10<sup>th</sup> Dist. Appellate Court applied this doctrine in ***U.S. Bank Natl. Assn. V. Gray, 2013-Ohio-3340***. The court held that where a promissory note is secured by a mortgage, the note is evidence of the debt & the mortgage is a mere incident of the debt. Therefore, proper transfer of a note operates as an equitable assignment of the mortgage, even if the mortgage isn't assigned or delivered. In other words, the mortgage follows the note, meaning that the new plaintiff probably has standing to pursue foreclosure against Daniggelis. (While this is not binding upon Illinois, it makes sense, since otherwise the payment of the note would be in vain: In other words, someone could get a free house, due to a simple paperwork mistake, which would be an absurd result!) The court, in *Gray*,

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*supra*, thus answered a question that the legal community has been pondering since the *Fed. Home Loan Mtge. Corp. v. Schwartzwald*, 2012-Ohio-5017 holding that had language which stated “note or mortgage” (emphasis added), which **implied** that either the note or the mortgage was sufficient to have standing to pursue foreclosure. Thus, the *Gray* decision clarified this “**gray** area of case law” (pun intended) by essentially stating that 'or' means 'or,' and therefore, an interest in the note **alone** is sufficient to establish standing to pursue foreclosure. Again, Ohio's case law isn't binding upon Illinois, but these common sense guidelines might be helpful to Illinois Courts. Nonetheless, in the case at bar, all this is moot since fraud uncovered in of mammoth proportions overwhelms and makes moot **any** standard of law on standing.

#### V. *Ante Conclusion*

It is well-known that Paul Shelton has a history of serious corruption: “And Paul Shelton of Trust One Mortgage has agreed to a consent order that bans him for life from any work originating loans..."Lifetime bans are never issued without cause. There are always reasons for lifetime bans," said [Brent] Adams, [Illinois Department of Financial and Professional Regulation secretary].” Source: “Victory for South Side victim of mortgage fraud,” ABC Local, WLS-TV/DT; Date: Friday, November 19, 2010, URL: <http://abclocal.go.com/story?section=news/local&id=7799653> See also: “While mom took care of others, she got taken,” Chicago Tribune, May 10, 2009, By John Kass URL: [http://articles.chicagotribune.com/2009-05-10/news/0905090103\\_1\\_trust-bungalow-house-payments](http://articles.chicagotribune.com/2009-05-10/news/0905090103_1_trust-bungalow-house-payments)

**Here, we see something familiar:** “Mr. Shelton was essentially coordinating a mortgage-rescue scheme, whereby he would be conceiving home owners to eventually sign over their homes," said Brent Adams, Illinois Department of Financial and Professional Regulation

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secretary. "Those homes would be sold to a straw buyer and effectively flipped at a higher appraised value."” *Source: ABC Local, Ibid.*

Now, it must be emphasised that all parties are innocent until proven guilty. However, the record in the above-captioned cases clearly demonstrates and proves that someone (possibly several parties) are guilty: the fake signature sure didn't “sign itself,” nor did the POA erase its own Notary Public stamp. And the parties who willfully stole hundreds of thousands of dollars in equity – never to be found – or accounted for – again, all the while the title was still in Gerould's name (the sister of Daniggelis) did not do so because they were forced: they did so willingly. While Daniggelis told *Amicus*, G.W. Watts, that Younes lied about him on one occasion (claiming that Daniggelis had a bad back, and could not make it to a hearing), and while Younes is clearly profiting from these fraudulent transactions, **this *Amicus Curiae* must be honest and share the positives about Younes as well:** Daniggelis has told *Amicus*, Watts, that Younes was very patient in his eviction, even supplying men to help remove his belongings. Moreover, Daniggelis has related to Watts that on several occasions **he has had positive and friendly discussions about religion** with Younes (since Younes, who is Jewish and Daniggelis, who is a Greek Orthodox Christian, have similar roots in their religion). This leads this *Amicus* to believe that Younes may not have committed fraud, *himself*, and may merely *suspect* that there is fraud. Whether Younes is totally guilty of collusion, or merely partly guilty of “keeping bad company” and thereby benefiting from the crimes of shady business partners, *Amicus* is very sad that his brief, here, will most likely cause Younes huge grief. In fact, *Amicus* isn't happy or eager even to cause grief or pain to the actual guilty party (whomever it may be: Shelton is the “likely suspect,” given his record, but he, along with the rest, is innocent until proven guilty).

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## VI. Conclusion

For the foregoing reasons, based both on previously-known fraud and newly-discovered fraud, This Court should probably depose all the parties who had the ability to effect the various fraud in question, and compel them to testify against one another and do some explaining to get to the bottom of all this. (In fact, the lack of such cross-examination in prior proceedings on these and other points was a fundamental violation of Due Process, not only of Daniggelis, but also all parties so involved.) In the mean time, This Court should issue a stay on the order of possession pending further review, since Daniggelis is likely to succeed on the merits – either at trial or on appeal, and, moreover, he is prejudiced greatly by the execution of the misplaced and unjustified order of possession. Also, a stay is needed to secure a fair chance at preserving the appeal, since, of course, the landlord may rent or sell the property, or otherwise muddy the waters – thus making the appeal (even if meritorious) a moot appeal, thus frustrating Due Process and Equity. **This Court would have the community's gratitude to closely review this *Amicus Curiae* brief –and all documents on record –and effect justice. A fair and honest ruling would also set precedent to avoid future injustices: How many other people will have their houses and land stolen from them, thus making them homeless?**

**Daniggelis, 76 years old, and elderly, is homeless and living on the street.**

Thus, I respectfully suggest, as a good Friend of the Court, that it serves the cause of Justice to seek and enforce actual justice when true fraud is discovered, and to change course if a prior course was erroneous –and thereby enter such orders as is necessary to permit Daniggelis to remain on his own property pending litigation, appeal, and/or additional deposition and testimony sufficient to “get hold” of the truth.

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**CERTIFICATE AND AFFIDAVIT OF DELIVERY (aka: Certificate of Service)**

The undersigned, hereby certifies under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above motion and all attached pleadings were delivered to the following parties as indicated:

Dorothy Brown, Clerk of the Circuit Court, Richard J. Daley Center, Room 1001, 50 West Washington Street, Chicago, Illinois 60602, PH: 312-603-5031 (5133: Chancery / 5116: Civil / 6930, 5426: Law), Hours: 8:30am—4:30pm (CST)

Andjelko Galic, Esq. (atty for Defendant, Daniggelis) (Atty No.: 33013)  
134 N. LaSalle St., STE 1040 – Email: [AndjelkoGalic@Hotmail.com](mailto:AndjelkoGalic@Hotmail.com)  
CHICAGO IL, 60602 – (Cell: 312-217-5433, FAX: 312-986-1810, PH: 312-986-1510)

William D. and Linda D. Gerould  
(Owners of record of subject property, according to <http://CookRecorder.com>)  
49 Lorelei Lane, Menlo Park, CA 94025-1715

Mr. Robert J. More ([Anselm45@Gmail.com](mailto:Anselm45@Gmail.com)) (Former tenant of Daniggelis)  
P.O. Box 6926, Chicago, IL, 60680-6926 – PH: (608) 445-5181

PIERCE & ASSOCIATES (Atty. for GMAC) (PA0715886) PH: (312) 346-9088  
URL: [http://www.Atty-Pierce.com/index.php?option=com\\_content&view=article&id=223&Itemid=112](http://www.Atty-Pierce.com/index.php?option=com_content&view=article&id=223&Itemid=112)  
Attn: Joseph J. Knopic, II, Esq., 1 North Dearborn St., STE #1300 CHICAGO IL, 60602

Richard Indyke, Esq. (312-332-2828 Atty for LaSalle Bank Natl Assn),  
John K. Kallman, Esq. (312-578-1515, atty for STG: atty no: 25182)  
221 N. LaSalle St. STE 1200, Chicago, IL 60601-1305

STONE MCGUIRE SIEGEL, P.C. (Atty for JOHN LAROCQUE) PH: (847) 239-7555  
Attn: Carlo E. Poli, Esq., 801 SKOKIE BLVD, STE #200, NORTHBROOK IL, 60062

KROPIK PAPUGA AND SHAW (Atty for 'MERS' aka Mortgage Electronic Registration Systems, Inc.) Attn: Charanne M. Papuga, <http://Kropik.net/contact.html> / [Kropik@Kropik.net](mailto:Kropik@Kropik.net)  
120 South LaSalle Street #1500, CHICAGO IL, 60603, PH: (312) 236-6405

COHON RAIZES@AL LLP (90192) (Atty for STEWART TITLE ILLINOIS)  
Attn: Carrie A. Dolan, 208 S LASALLE#1860, CHICAGO IL, 60604, PH: (312) 726-2252

Stewart Title, Attn: Leigh Curry  
<http://www.Stewart.com/en/stc/chicago/contact-us/contact-us.html>  
2055 W. Army Trail Rd., STE 110, Addison, IL 60101, PH: (630) 889-4050

KING HOLLOWAY LLC (Atty. for Joseph Younes) <http://www.KingHolloway.com/contact.htm>  
 Attn: Peter M. King, Esq. [PKing@khl-law.com](mailto:PKing@khl-law.com)  
 One North LaSalle Street, Suite 3040, Chicago, IL 60602  
 (312) 780-7302 / (312) 724-8218 / Direct: (312) 724-8221

Peter King (Atty. for Joseph Younes) (Atty. No.: 48761)  
 c/o: King Holloway LLC, 101 N. Wacker Dr., STE 2010, Chicago, IL 60606

Perry Perelman (Atty no: 57398) ([PPerelman@PerelmanDorf.com](mailto:PPerelman@PerelmanDorf.com)) (Atty. for Joseph Younes)  
 PERELMAN | DORF, LLC <http://PerelmanDorf.com/contact/> Email: [Info@PerelmanDorf.com](mailto:Info@PerelmanDorf.com)  
 2059 W. Chicago Ave., Chicago, IL 60622, PH: (312) 888-9608 / FAX: +1-312-674-7644

Joseph Younes Law Offices / <http://ChicagoAccidentAttorney.net>  
 120 W Madison St Ste 1405, Chicago, IL 60602-4128  
 Phone: (312) 372-1122 ; Fax: (312) 372-1408  
 Email is thought to be: [RoJoe69@yahoo.com](mailto:RoJoe69@yahoo.com) per <http://www.ZoomInfo.com/p/Joseph-Younes/599467626>)

Craig A. Cronquist, Esq., c/o: Maloney & Craven, P.C. (Attys. for Joseph Younes)  
 2093 Rand Road, DesPlaines, IL 60016

Paul L. Shelton, Pro Se  
 3 Grant Square, SUITE #363  
 Hinsdale, IL 60521-3351  
 address per: <http://www.iardc.org/ans13pr0039.pdf>  
 and: <http://www.avvo.com/attorneys/60521-il-paul-shelton-1115009.html>  
 and: <http://www.martindale.com/Paul-Leslie-Shelton/941051-lawyer.htm>  
 and: <http://www.lawyer.com/paul-leslie-shelton.html>  
 and: <http://www.lawyer.com/paul-shelton-il.html>  
 and: <http://www.lawyer.com/firm/shelton-law-group.html>

Paul L. Shelton  
 10 North Adams Street  
 Hinsdale, IL 60521  
 PH: 630-986-5555  
 –address per: <https://www.idfpr.com/banks/resfin/discipline/LO2009/2009-LO-26.pdf>  
 and: <https://www.idfpr.com/News/newsrsls/05072009SheltonOrder.pdf>  
 and: <https://www.idfpr.com/banks/resfin/discipline/2009/MBR-128-bandLO-26-b.pdf>  
 and per: [http://chicago.blockshopper.com/property/09-02-422-012/10\\_n\\_adams](http://chicago.blockshopper.com/property/09-02-422-012/10_n_adams)  
 and: <http://www.whitepages.com/search/FindNearby?utf8=✓&street=10+N+Adams+St&where=Hinsdale,+IL>  
 and: <http://www.whitepages.com/name/Mike-Shelton/Hinsdale-IL/6y8peece>

David J. Cooper, 3622 N. Fremont St., Chicago, IL 60613

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MERS (Mortgage Electronic Registration Systems, Inc.)

<https://www.mersinc.org/about-us/about-us>

a nominee for HLB Mortgage, Janis Smith – (703) 738-0230 – Email: [JanisS@mersinc.org](mailto:JanisS@mersinc.org)

Vice President, Corporate Communications, Sandra Troutman – (703) 761-1274 – Email:

[SandraT@mersinc.org](mailto:SandraT@mersinc.org) – Director, Corporate Communications

1595 Springhill Rd., STE 310, Vienna VA 22182, PH: (703) 761-0694 / (800)-646-6377

I, Gordon Wayne Watts, the undersigned, hereby certify under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above motion and all attached pleadings (Affidavit of Gordon Wayne Watts, Notice of Motion, Motion for leave to file *Amicus Curiae* brief, *Amicus Curiae* of Gordon Wayne Watts in the above-captioned case, and related exhibits – with an Appendix of Exhibits) were served upon all parties listed above, this 9th day of September, 2015 by the following methods:

- **FedEx 3rd-party commercial Carrier:** Every party was served by FedEx [[with delivery confirmation and tracking, should it be necessary to verify service]] excepting the cases of a PO Box, which are not serviced by FedEx.
- See e.g., <http://GordonWatts.com/MortgageFraud-Court-Filings/> or <http://GordonWayneWatts.com/MortgageFraud-Court-Filings/> for FedEx and USPS receipts of past, present, and future filings in this cause.
- **United State Postal Service:** The party with a PO Box, Mr. More, was served by USPS.
- **Internet:** I shall, when practically possible, post a TRUE COPY of this filing – and related filings – online at my official websites, *infra*.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Gordon Wayne Watts, Amicus Curiae\*

821 Alicia Road

Lakeland, FL 33801-2113

PH: (863) 688-9880

Web: [www.GordonWatts.com](http://www.GordonWatts.com) / [www.GordonWayneWatts.com](http://www.GordonWayneWatts.com)

Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@gmail.com](mailto:Gww1210@gmail.com)

Date: Wednesday, 09 September 2015

\* Watts, acting counsel of record, is not a lawyer. Per Local Rule 2.1, “Notice of Hearing of Motions,” Watts, appearing pro se, is giving notice of his motion

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**INDEX TO THE EXHIBITS**

Note: These exhibits are genuine and not forged or altered; however, I, Gordon Wayne Watts, am supplying these merely as a convenience, and not as 'official' documents. To verify that these are accurate, I refer you to the official sources, namely the Cook County Clerk's Office and the Cook County Recorder's Office. ~Gordon Wayne Watts

**Instrument****Docket/Tab#**

May 09, 2006 Warranty Deed

Exhibit Watts-A

July 09, 2006 Warranty Deed

Exhibit Watts-B

Cook County Recorder of Deeds screenshot

Exhibit Watts-C

Assignment of Rents to Wm &amp; Linda Gerould

Exhibit Watts-D

Wm &amp; Linda Gerould's PAO (Power of Attorney)

Exhibit Watts-E

“Limited Power Of Attorney” (but not notarised)

Exhibit Watts-F

“Limited Power Of Attorney” (which was later notarised)

Exhibit Watts-G

May 09, 2006 Warranty Deed

Exhibit Watts-A

This Instrument prepared by  
(and after recording return to)

Paul L. Shelton  
SHELTON LAW GROUP, LLC  
1010 Jorie Blvd #144  
Oak Brook, IL 60523  
(630) 993-9999

MAY 9?

WARRANTY DEED  
Individual to Individual

THE GRANTOR, RICHARD DANIGGELIS, a single person, of the City of Chicago, County of Cook, State of Illinois, for and in consideration of TEN and NO/100ths Dollars (\$10.00), and other good and valuable consideration in hand paid, does sell, grant, convey and warrant unto the GRANTEE: JOSEPH YOUNES, of Palatine, Illinois, the following described real estate situated in the County of Cook, State of Illinois, to wit:

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.

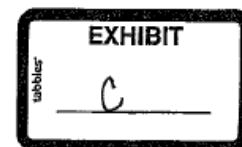
CKA: 1720 North Sedgwick Street Chicago, Illinois 60614  
PIN#: 14-33-324-044-0000

Subject to general real estate taxes not yet due and payable at the time of closing; covenants, conditions and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

Hereby releasing and waiving all rights, if any, hereunder by virtue of the Homestead Laws of the State of Illinois.

IN WITNESS WHEREOF, the grantor RICHARD DANIGGELIS, has hereunto set his hand and seal on this 9th day of May, 2006.

*Richard Daniggelis*  
RICHARD DANIGGELIS



2 N. LaSalle Street  
Suite 825  
Chicago, IL 60602  
312-848-4243

This Instrument prepared by  
(and after recording return)

Paul L. Shelton  
SHELTON LAW GROUP, LLC  
1010 Jorie Blvd #144  
Oak Brook, IL 60523  
(630) 993-9999



Doc#: 0622825137 Fee: \$25.00  
Eugene "Gene" Moore RHP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/16/2006 12:28 PM Pg: 1 of 2

MAIL TO

STEWART 476918 3/4

WARRANTY DEED  
Individual to Individual

THE GRANTOR, RICHARD DANIGGELIS, a single person, of the City of Chicago, County of Cook, State of Illinois, for and in consideration of TEN and NO/100ths Dollars (\$10.00), and other good and valuable consideration in hand paid, does sell, grant, convey and warrant unto the GRANTEE: JOSEPH YOUNES, of Palatine, Illinois, the following described real estate situated in the County of Cook, State of Illinois, to wit:

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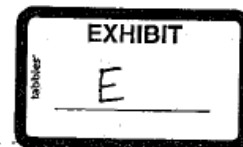
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IN WITNESS WHEREOF, the grantor RICHARD DANIGGELIS, has hereunto set his hand and seal on this 9th day of July, 2006.

*Richard Daniggelis*  
RICHARD DANIGGELIS

2/4



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# COOK COUNTY RECORDER OF DEEDS

Property Identification Number (PIN):  
 -  -  -  -

Property Identification Number (PIN) Search: 14-33-324-044-0000 ( Total: 1.33 seconds, 44 rows)

[Select All](#) | [Invert Selection](#) | [Purchase Results Summary](#) | [Add to Cart](#) | [View: 20/Page](#) | [50/Page](#) | [100/Page](#)

Recorded Date	PIN	Type Desc.	Doc. #	1st Grantor	1st Grantee	1st Prior Doc#
<input type="checkbox"/> 4/31/1992	14-33-324-044-0000	ASSIGNMENT	92225388	GEROULD LINDA D	NORTH COMM BK	97942198
<input type="checkbox"/> 3/24/1992	14-33-324-044-0000	MORTGAGE	92193968	GEROULD LINDA D	NORTH COMM BK	97942198
<input type="checkbox"/> 3/24/1992	14-33-324-044-0000	QUIT CLAIM DEED	92193966	DANIGELIS RICHARD B	GEROULD LINDA D	
<input type="checkbox"/> 3/24/1992	14-33-324-044-0000	TRUSTEES DEED	92193967	MIDTOWN B&T CO CHGO TR	GEROULD LINDA D	

[View Details](#)

Document No.	1
92193966	0
PIN(s) - 1	
14-33-324-044-0000	
Grantor(s) - 1	
Grantor(s)	
DANIGELIS RICHARD B	
Grantee(s) - 2	
Grantee(s)	
GEROULD LINDA D	
GEROULD WILLIAM D	

Assignment of Rents to Wm & Linda Gerould

Exhibit Watts-D

512493600

ords | 2: ImageViewer - Mozilla Firefox

ASSIGNMENT OF RENTS

92291358  
7-19-08

PAGE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, WILLIAM D. GEROULD, LINDA D. GEROULD, and their heirs and assigns of the premises described on Exhibit "A" attached hereto (hereinafter called "Assignor"), do hereby, in consideration of the premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, sell, assign, transfer, and set over unto NORTH COMMUNITY BANK, 3639 N. BRIDGWAY, CHICAGO, IL 60618 an Illinois Banking Corporation (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note required by the Mortgage made by Assignor to Assignee, dated JANUARY 24, 1992, and recorded in the Office of the Recorder of COOK County, Illinois, all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or



Wm & Linda Gerould's PAO (Power of Attorney)

Exhibit Watts-E



512493608



JAN-23-92 THU 14:59 8

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT LINDA D. GEROULD OF THE CITY OF Cincinnati, COUNTY OF Hamilton, STATE OF OHIO, has made, constituted and appointed, and BY THESE PRESENT does make, constitute and appoint, WILLIAM GEROULD, her husband, of the city of Cincinnati, County of Hamilton, State of Ohio a true and lawful ATTORNEY-IN-FACT for her and in her name, place and stead, without consultation or the consent of others, to sign all papers and do all acts that in his judgement are necessary or appropriate to complete the purchases and financing of the real property located at 1720 North Sedgwick, Chicago, Illinois, County of Cook, legally described:

Limited Power Of Attorney *MAY 19*  
For Real Estate Transaction

KNOW ALL MEN BY THESE PRESENTS:

THAT I, RICHARD DANIGGELIS, a United States Citizen of legal age, and resident of Chicago, Illinois, do hereby appoint, name and constitute my attorney, ERIKA RHONE, of Chicago, Illinois, to be the 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.

This special and limited power of attorney shall be in effect until revoked in writing. This power shall be irrevocable until June 30, 2006.

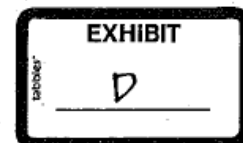
IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of May, 2006 in the County of Du Page, Illinois.

*Richard Daniggelis*  
RICHARD DANIGGELIS

Personally appeared, RICHARD DANIGGELIS, and he did free set his hand to this document, voluntarily.

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary public



Limited Power Of Attorney  
For Real Estate Transaction

KNOW ALL MEN BY THESE PRESENTS:

THAT I, RICHARD DANIGGELIS, a United States Citizen of legal age, and resident of Chicago, Illinois, do hereby appoint, name and constitute my attorney, ERIKA RHONE, of Chicago, Illinois, to be the 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 49 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CKA: 1720 North Sedgwick Street Chicago, Illinois 80614  
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.

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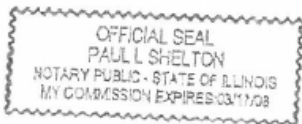
IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of May, 2006 in the County of Du Page, Illinois.

*Richard Daniggelis*  
RICHARD DANIGGELIS

Personally appeared, RICHARD DANIGGELIS, and he did free set his hand to this document, voluntarily.

Subscribed and Sworn before me this  
19th day of May, 2006.

*Paul L Shelton*  
Notary public



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4/16/2015 4:18 PM  
2014-MI-701473  
PAGE 11 of 11

**\*\* Exhibit 'H' -- Gordon Wayne Watts filing**  
**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**  
**COUNTY DEPARTMENT – LAW DIVISION**

GMAC Mortgage, LLC n/k/a: Bank of America, N.A.	)	<b>Case No.: 2007 CH 29738</b>
aka: “LaSalle Bank National Association,” aka “US Bank,	)	
NA,”as trustee for Morgan Stanley Loan Trust 2006-16AX,	)	Before: Hon. DIANE M. SHELLEY,
<b>Plaintiff,</b>	)	Circuit Judge
vs.	)	Case Type: CONTRACT
	)	District: First Municipal
Atty. Joseph Younes, Esq., Mr. Richard B. Daniggelis, <i>et al.</i> ,	)	Calendar "W", Courtroom 1912
<b>Defendants, and:</b>	)	
	)	<b>TIME-SENSITIVE:</b> to be heard
Gordon Wayne Watts,	)	in Court Room:1912, by 07/10/2017
<b>Proposed Intervening Defendant.</b>	)	Court Time: 10:30am (CST)

**MOTION TO INTERVENE BY INTERVENOR, GORDON WAYNE WATTS**

Gordon Wayne Watts (“Intervenor”) hereby moves this Court, pursuant to 735 ILCS 5/2-408, for permission to intervene in the above-captioned matter, or in the Alternative, for leave to file an *amicus curiae* brief, and for the previously-filed notice, and *this* instant notice/motion (and attached sworn Affidavit), to be deemed to be converted to and constitute said *amicus* brief.

1. The *Amicus* brief (containing exhibits & additional facts of interest regarding defendant Younes' behaviour and actions) which proposed Intervenor, Watts, filed with this Court on 04/17/2017, was timely docketed on 04/21/2017, and properly acknowledged as a *pro se* filing by the undersigned *Intervenor*.

2. Mr. Richard B. Daniggelis, the true owner, who lost his house (1720 N. Sedgwick St., Old Town, Chicago, IL) through a forged signature in a mortgage fraud scheme (and which fraud tort is still being actively litigated and investigated in several forums, some Judicial and some Executive), was, on occasion, allowed to speak in court, in order that he might get Due Process for his mistreatment. The undersigned Intervenor is in communication with Daniggelis, and he asserts that Daniggelis informed Watts that he (Daniggelis) desires to communicate with the court, but is unable (because he lacks the legal know-how to do so), and his attorney is not at all helpful in this regard.

3. Intervenor, Gordon Wayne Watts, has done much research and work (see Appendix, *infra*) for Mr. Daniggelis, the latter of whom has indicted his desire to pay Watts for research & shipping services rendered.

4. Mr. Watts has the right to intervene under 735 ILCS 5/2-408(a)(2) because “the representation of the applicant's interest by existing parties is or may be inadequate and the applicant will or may be bound by an order or judgment in the action.”

5. Moreover, Watts has the right to intervene under 735 ILCS 5/2-408(a)(3) because “the applicant is so situated as to be adversely affected by a distribution or other disposition of property in the custody or subject to the control or disposition of the court or a court officer.”

6. This Motion is timely: Although courts evaluating timeliness consider “the totality of the circumstances,” *United States v. Alcan Aluminum, Inc.*, 25 F.3d 1174, 1181 (3d Cir. 1994), “[p]rejudice is the heart of the timeliness requirement,” *Jones v. Caddo Parish Sch. Bd.*, 735 F.2d 923, 946 (5<sup>th</sup> Cir. 1984) (*en*

*banc*). Indeed, “courts are in general agreement that an intervention of right under Rule 24(a) must be granted unless the petition to intervene would work a hardship on one of the original parties.” *McDonald v. E.J. Lavino Co.*, 430 F.2d 1065, 1073 (5th Cir. 1970) (citation omitted). Since the court—and all parties—have long known the legal arguments and views of Intervenor (alho he merely asserted such arguments in *amici curiae* briefs—which this court is not required to grant), no party is prejudiced or caught off guard.

### MEMORANDUM OF LAW:

#### **PETITIONER IS ENTITLED TO INTERVENE AS A MATTER OF RIGHT.**

Intervenor, Gordon Wayne Watts, has “unique knowledge” (backed up by a Sworn and Notarised AFFIDAVIT, as well as supported by facts and documented sources, not the least of the which is *DNAinfo*, a local newspaper, **and unique information garnered from Daniggelis, himself, but which he can not convey to the court due to limited legal knowledge**). Since his knowledge of the case is 'unique' and presents additional facts *and* additional legal arguments, by definition, the other parties are not representing said 'unique' facts and arguments, and therefore “the representation of the applicant's interest by existing parties is or may be inadequate,” giving Watts the right to intervene under **735 ILCS 5/2-408(a)(2)**.

Moreover, Intervenor, Gordon Wayne Watts, has a sufficient interest in this case that warrants intervention as of right because the theft of Daniggelis' house forced him to begin using expensive storage facilities (for his belongings), made him homeless (or forced him to move in with some Good Samaritan), and all this costs a great deal of monies. The prior illegal construction/demolition that was Defendant Younes was documented to have performed on this house (see prior Watts filing), and the more-current illegal work, greatly in excess of City of Chicago Building Codes (which was the proximal cause of the above-captioned lawsuit by the City against Younes) caused **both financial and emotional harm to Daniggelis**. Moreover, the potential illegal destruction of the Sedgwick house (in this Historic District) would 'moot' any pending litigation and/or investigation into the illegal transfer of title.

The court's potential to allow illegal destruction of this historic-district house would make it infinitesimally-more difficult for Daniggelis to pay back Watts (due to the additional financial and emotional burden so-placed upon him.) Therefore, Watts is “so situated as to be adversely affected by a distribution or other disposition of property in the custody or subject to the control or disposition of the court or a court officer,” giving Watts the right to intervene under **735 ILCS 5/2-408(a)(3)**.

Where intervention as of right is asserted, “the trial court’s jurisdiction is limited to determining **timeliness, inadequacy of representation** and **sufficiency of interest**; once these threshold requirements have been met, the plain meaning of the statute directs that the petition be granted.” *City of Chicago v. John Hancock Mutual Life Ins. Co.*, 127 Ill.App.3d 140, 144 (1<sup>st</sup> Dist. 1984). [Emphasis added in underline & bold; not in original] Petitioner satisfies all three requirements, giving Watts the right to intervene under **735 ILCS 5/2-408(a)(3)**.

#### **Newly-discovered facts of a dispositive nature**

This Court knows that defendant, Joseph Younes, has denied ever planning or conspiring to break the law in regards to executing 'excessive' work, beyond the permits. However, *DNAinfo* reported that a local attorney, who has no motives to be sued for slander, libel, or defamation of character, said quite the opposite:

“Jordan Matyas, who represented the Old Town Triangle Association at Thursday's court hearing, said Younes was being disingenuous in saying he didn't intend to level the site. "He's told me twice that he always wanted to demolish it," Matyas said, and he told the judge that he intended to pursue a demolition permit as well. "So we

have some mixed signals from the owner, but his actions speak clearly about his intent for the building.”” [Source: “'Rotted' Historic Building In Old Town Triangle Could Be Seized By City,” by Ted Cox, *DNAinfo*, **March 30, 2017**: <https://www.DNAinfo.com/chicago/20170330/old-town/rotted-historic-building-old-town-triangle-could-be-seized-by-city> ] See also **EXHIBIT-A** in the instant filing. [Watts, who knew of this news item right after it published, on 3-30-2017, did not include it in his last filing, dated 4-22-2017, because he was struggling to file it in time for Judge Ball-Reed to get it before the 4-27-2017 hearing. Watts, by virtue of this statement, issues a sincere apology for his oversight & slowness here.]

### Newly-discovered Eyewitness Testimony of a dispositive nature

**Watts, when speaking recently by phone with Daniggelis, was told three (3) key facts about the condition of the house at 1720 N. Sedgwick**, in the case at bar, which have not made it to the “ears of the court” due to the lack of legal mojo on the part of Mr. Daniggelis:

- 1) Daniggelis, who used to help his father build houses (and is an expert) told Watts that his father, when building the house, laid a foundation which is strong enough for a five (5) story house, even though the house at 1720 is only a 2-story house. This fact is relevant because Younes has repeatedly told This Court that the foundation was 'bad.' – I (the undersigned Watts) do not expect This Court to merely take my word (as this is but hearsay). However, I include this testimony from Daniggelis because it can be “helpful guidance” to This Court when asking CR Realty (and other experts in the field) to look with more-exact accuracy about the foundation. [This claim can, thus, be 'tested' by realty & building experts looking for certain things—and potentially save much money if the foundation does not need tearing up & removal/replacement.]
- 2) Daniggelis also said that when the City of Chicago was in civil court against him, recently, for building code violations, one inspector, who looked at the roof, was only able to complain that one piece of wood was turned around “backwards,” so that the label was facing the wrong way. I include this because Younes claimed that the roof have major 'leaks,' and Daniggelis, if This Court can get him to testify (and get prior City code inspectors to testify), can determine whether there were 'major' leaks (like Younes claims) or, rather, an occasional, minor leak (like Daniggelis and others apparently claim).
- 3) Daniggelis said that he was concerned that removing the roof and/or floors would make the house more unstable and susceptible to torque damage from the wind. While he could not determine the extent of the damage Younes inflicted upon the house (since he was not permitted access), I enter this into the record so that inspectors can be on the lookout for this potential danger.
- 4) I include these 3 points, supra, and the DNAinfo quote to call into question Younes' honesty, which is dispositive to This Court's dealings with him.

**NOTE:** While I am very disgusted with the dishonesty and recklessness which Mr. Younes has exhibited (in both code violations as well as knowingly participating in a fraud—and benefiting from it by the illicit gains of getting a house for free – without any documented payment to Daniggelis), nonetheless, I do not wish any ill or harm upon Younes, nor do I seek revenge. [In fact, in my prior sworn affidavits, I was careful to include the fact that Younes gave Daniggelis some assistance moving out by allowing his employees to help move things; moreover, while 'religion' is not germane to the matter before This Court, I was careful to recall—and attest—to how Daniggelis told me that he and Younes occasionally had conversations about religion, and both men were respectful to one another, in spite of the fact that they are members of two totally-different religions. This, of course, tells us that Younes is not totally evil, and, I hope, assures This Court that while I (the undersigned) am human, my motives are for the good.

### Work done for Daniggelis

Mr. Daniggelis asked the undersigned Intervenor for assistance on a number of matters, including, but not limited to searching for, obtaining, and pass along many records (some court records, some publicly-accessible

Internet records), sending them to him, and/or assistance on several unspecified technological/computer-related issues. [See also **EXHIBIT-B in the instant filing.**] If this court would be deny the instant motion, I would respectfully ask: how I might expect to get paid if Daniggelis is getting beaten up in court (house stolen from him, and then illegally destroyed –in violation of Landmark and City CODES), and my interests (to getting Daniggelis being able to avoid burdensome financial weights, that would severely restrict him) are not represented? As a side-note, This Court takes a dim view of elder abuse, and Intervenor's INTERVENTION is of assistance to This Court's desire to have all tools handy to do justice.

***Here are the details of the work done, as shown in the Exhibits:***

Where intervention as of right is asserted, “the trial court’s jurisdiction is limited to determining **[[#1]] timeliness, [[#2]] inadequacy of representation** and **[[#3]] sufficiency of interest**; once these threshold requirements have been met, the plain meaning of the statute directs that the petition be granted.” ***City of Chicago v. John Hancock Mutual Life Ins. Co., 127 Ill.App.3d 140, 144 (1<sup>st</sup> Dist. 1984).*** [Enumeration and emphasis added in underline & bold; not in original] Petitioner satisfies all three requirements, giving Watts the right to intervene under **735 ILCS 5/2-408(a)(3)**. [#1] This is timely; [#2] I doubt that anyone would doubt that the many new points Intervenor raises lack representation, as they are key facts that have not been addressed before, and this case could tip either way depending on my submitting (or not submitting) these key facts. However, is prong #3 satisfied?

Looking at the great financial costs Intervenor has incurred, we don't even count his own litigation (printing, service costs, and the huge time lost from working a better-paying job). But, looking solely at the FOIA and other misc. research Intervenor did for Daniggelis, and for which Daniggelis indicated he wished to pay, we see the following: \$104.68 + \$10.21 + \$21.19 + \$11.50 + \$33.19 + \$2.25 + \$13.28 + \$20.64 + \$9.60 + \$76.25 + \$6.47 + \$3.95 + \$8.88 + labour + time lost from work. This suggest that Intervenor has spent at least \$322.09, not counting huge time lost from work, gas & upkeep for his vehicle, food costs, etc. (And, were we to count the legal filings, and not just the research, estimating what a 'real' lawyer would charge to file supportive briefs – Intervenor is not a lawyer – this would drive up the costs to triple or more, since US Postal and FedEx service don't run on fairy dust.) Based on the foregoing, Intervenor has a huge interest. But – there is one more interest: Daniggelis is like a grandfather to him, and the pain he's suffered inflicts emotional harm upon Watts, in the same way were it to happen to anyone else's mother, father, uncle, grandfather, etc. Were Watts his biological kin, say, a son or daughter, Intervention solely based on emotional pain would not be questioned. #3: Lastly, Watts meets the third prong, sufficiency of interest, and should be permitted to intervene.

Of course, should the court decline to grant intervention as of right, Watts; filings might be deemed *amicus curiae*, with the good-will intentions to help the court. Indeed, ***Kinkel v. Cingular Wireless, L.L.C., 223 Ill. 2D 1; 857 N.E.2d 250; 306 Ill.Dec. 157 (Jan. 11, 2006)***, holds that an *Amicus* needs merely offer helpful information that the parties have overlooked. Illinois Courts also adopt a 7th Cir. Federal Court standard in which((#1)) a party is not represented at all; ((#2)) the 'direct interest' test; or, ((#3)) the same test as above: Helpful info overlooked by the parties. NOTE: The 7th Circuit test uses the key operator “or,” meaning that any one “or” the other of the three tests need apply. See e.g., ***NOW, et al. v. Scheidler, et al., (Nos. 99-3076, 99-3336, 99-3891 & 99-3892, 7th. Cir., Opinion July 31, 2000.*** But, it would appear the *amici* are disfavoured in Illinois thru some unspoken rule, so maybe this alternative should be ignored, and Intervention granted.

**Respectfully submitted this Thursday, July 06, 2017:**

**CERTIFICATE AND AFFIDAVIT OF DELIVERY (aka: Certificate of Service)**

**The undersigned Movant, Gordon Wayne Watts, hereby certifies** under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above “Motion to Intervene,” and its exhibits were delivered to the following parties as indicated – this Thursday, the 6th day of July, 2017:

**LAW DIVISION:** Richard J. Daley Center, 50 West Washington St., Room 801  
Law@CookCountyCourt.com ; (312) 603-6930 ; (312) 603-5426  
Chicago, IL 60602 – , Hours: 8:30a.m.-4:30p.m., Mon-Fri, Excl. Holidays

**Page 4 of 6 (Motion to Intervene by Intervenor, Gordon Wayne Watts)**

**Hon. Diane M. Shelley, Circuit Judge, Law Division:**

[Note: I may, for the convenience of the new judge, who replaces Judge Sanjay T. Taylor, include a few hard copies of old filings, but shall not serve them upon other parties, as I've already served them properly.] ; [ccc.LawCalendarW@CookCountyIL.gov](mailto:ccc.LawCalendarW@CookCountyIL.gov)  
 (312) 603-5940, (312) 603Diane.Shelley@CookCountyIL.gov-7551, (312) 603-4811  
 Daley Center, 50 W. Washington St., Rm. 1912, Chicago, Illinois 60602

**Andjelko Galic, Esq. (atty for Defendant, Daniggelis) (Atty No.: 33013)**

(Cell: 312-217-5433, FAX: 312-986-1810, PH: 312-986-1510)  
 Email: [AndjelkoGalic@Hotmail.com](mailto:AndjelkoGalic@Hotmail.com) ; [AGForeclosureDefense@Gmail.com](mailto:AGForeclosureDefense@Gmail.com)  
 134 N. LaSalle St., STE 1040, CHICAGO IL, 60602  
 (Note: The Nov. 16, 2015 proposed order by Mr. Galic in the Law Division case by the same case number suggests that STE 1810 is a old address and that he is now in STE 1040.)

**Richard Indyke, Esq. (312-332-2828 Atty for LaSalle Bank Natl. Assn.),** Email: [RIndyke@SBCGlobal.net](mailto:RIndyke@SBCGlobal.net)  
 221 N. LaSalle St. STE 1200, Chicago, IL 60601-1305

**Mr. Robert J. More ([Anselm45@Gmail.com](mailto:Anselm45@Gmail.com))** I represent to the court that Mr. More has consented to email service and prefers this method exclusively.

**Peter King (Atty. for Joseph Younes) (Atty. No.: 48761)**

(312) 780-7302 / (312) 724-8218 / Direct: (312) 724-8221  
<http://www.KingHolloway.com/contact.htm> ; Attn: Peter M. King, Esq. [PKing@khl-law.com](mailto:PKing@khl-law.com)  
 or: [PKing@KingHolloway.com](mailto:PKing@KingHolloway.com) ; One North LaSalle Street, Suite 3040, Chicago, IL 60602  
 (Note: Mr. King has informed me that the Wacker Drive address is outdated and that this address is the current service address, and his law office website, listed above, confirms this is correct.) I represent to the court that Mr. King has graciously consented to email service, but, just to be safe, I shall attempt to effect service in all standard methods.

**Paul L. Shelton, Esq.**

E-mail: [PMSA136@aol.com](mailto:PMSA136@aol.com) ; [PLShelton@SBCGlobal.net](mailto:PLShelton@SBCGlobal.net) As the court has seen fit to deem Shelton a non-party and not in need of service (see comments in the orders in question, and the service list of same), I'm not serving Mr. Shelton a hard copy, just electronic copies.

\* **Joseph Younes Law Offices** / <http://ChicagoAccidentAttorney.net> (312)635-5716, per website: 166 W WASHINGTON ST, Ste. 600, Chicago, IL 60602; Phone: (312) 372-1122 ; Fax: (312) 372-1408. Email is (or was?) [RoJoe69@yahoo.com](mailto:RoJoe69@yahoo.com) per <http://www.ZoomInfo.com/p/JosephYounes/599467626> Note: Mr. Younes recently refused service of his copy of a filing I filed via FedEx [see e.g., **EXHIBIT-C in the instant filing**], so all he gets this time is "standard postal mail" or otherwise 'standard' service (not expensive signature confirmation), but I certify he is being served. If This Court doubts, it may effect service (e.g., "Postcard" Mr.

Younes & other litigants), and send me a nominal bill for said service, but, I doubt anyone would question me on this. In fact, Younes will have to get his service copy from his attorney, Hugh Howard, who uses the same mailing address: **Younes' attorney Hugh Howard, c/o: Law Offices of Hugh D. Howard**, 166 W Washington St, Suite 600, Chicago, Il 60602, Phone | 312-781-1002, Email | [Hugh@HughDHowardLaw.com](mailto:Hugh@HughDHowardLaw.com), per: <http://www.HughDHowardLaw.com>



**MERS (Mortgage Electronic Registration Systems, Inc.)**

<https://www.mersinc.org/about-us/about-us>

a nominee for HLB Mortgage, Janis Smith – (703) 738-0230 – Email: [JanisS@mersinc.org](mailto:JanisS@mersinc.org)

Vice President, Corporate Communications, Sandra Troutman – (703) 761-1274 – Email:

[SandraT@mersinc.org](mailto:SandraT@mersinc.org) – Director, Corporate Communications

Note: MERS is only being served electronically per above.

**I, Gordon Wayne Watts, the undersigned,** hereby certify under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above “Motion to Intervene,” and its exhibits, were served upon all parties listed above, this   6th   day of   July  , 2017 by the following methods:

- United State Postal Service: I am serving the parties proper via my city's local post office on the date listed – and with proper postage and/or by FedEx 3rd-party commercial carrier (whichever proves more convenient). I hope to obtain certification of delivery with return receipt and signature confirmation on as many packages as I can afford. (NOTE: Only those parties whose street addresses are listed above are being served hard copies by US Postal Mail.)

- E-mail: I am contemporaneously serving all the parties listed above via email, in such cases as I have their e-mail address.

- Internet: I shall, when practically possible, post a TRUE COPY of this filing – and related filings – online at my official websites, infra-- linked at the “Mortgage Fraud” story, dated. Fri. 14 Apr. 2017.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Gordon Wayne Watts, *Intervenor, pro se*

821 Alicia Road

Lakeland, FL 33801-2113

PH: (863) 688-9880 (home) or: (863) 409-2109 (cell)

Web: [www.GordonWatts.com](http://www.GordonWatts.com) / [www.GordonWayneWatts.com](http://www.GordonWayneWatts.com)

Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@gmail.com](mailto:Gww1210@gmail.com)

**Date: Thursday, 06 July 2017**

INDEX TO THE EXHIBITS

<u>Instrument</u>	<u>Docket/Tab#</u>
DNAinfo news item (screenshot)	Exhibit-A
A-1 (news item title)	
A-2 (section quoting Jordan Matyas, who <i>effectively</i> calls Younes a liar)	
Work done for Daniggelis	Exhibit-B
FOIA research (Freedom of Information Act requests for public records—and other services)	
B-1 (FOIA - 07/16/2015 grant of various Clerk of the Court, Cook Cty, IL, records)	
B-2 (FOIA – 07/24/2015 bill of \$104.68 to CHANCERY Division, Cook Cty, IL, records)	
B-3 (FOIA – 07/24/2015 bill of \$102.50, with date-stamp; Showing the \$104.68 before fees)	
B-4 (FOIA – 07/31/2015 bill of \$10.00, before fees; Showing \$10.21 after transaction fee)	
B-5 (FOIA – record: Credit Card statement, cover sheet, closing on 07/17/2015)	
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B-7 (FOIA – 09/10/2015: \$11.50, Ship to Daniggelis via USPS)	
B-8 (FOIA – 12/03/2015: bill of \$33.19 to LAW Division, Cook Cty, IL, records)	
B-9 (FOIA – 01/13/2015: bill of \$2.25 to LAW Division, Cook Cty, IL, records)	
B-10 (FOIA – 01/21/2015: bill of \$13.28 to CIVIL, 1 <sup>st</sup> Municipal Division, Cook Cty, IL, records)	
B-11 (AxiomBanking 05/17/2016 ship FOIA research via UPS to Daniggelis, \$20.64; (AxiomBanking 05/26/2016 pay for FOIA research printouts to UPS to Daniggelis, \$9.60)	
B-12 (FOIA 07/01/2016: FOIA Request from First Appellate Court, IL, acknowledging \$76.25 in fees)	
B-13 (FOIA 07/01/2016: FOIA costs: \$76.25 money order; \$6.47 mailing; \$3.95 lunch break)	
B-14 (FOIA replies of 06/03/2016 and 04/07/2017 from City of Chicago, Building Dept. Cost: TIME)	
B-15 (FOIA reply of 06/07/2016 from City of Chicago, POLICE Department. Cost: TIME)	
B-16 (FedEx shipping receipt to send FOIA research to Daniggelis: 09/15/2015, est. cost \$8.88 + labor)	
B-17 (FOIA replies of May 18, May 25, June 1, June 8, 2016 from IL Office of Atty Gen; Cost: TIME)	
B-18 (FOIA reply of 04/12/2017 from City of Chicago DPD e.g., Landmarks; Cost: TIME)	
FedEx package refused by Atty. Joseph Younes	Exhibit-C
C-1 (FedEx proof of Service to Defendant, Joseph Younes, Esq.: April 18, 2017)	
C-2 (AOL email dated April 21, 2017 from FedEx showing Defendant, Younes, refused court service)	
C-3 (Returned FedEx service copy of briefs to Atty. Joseph Younes, Esq., dated April 21, 2017)	

Gordon Wayne Watts person x 'Rotted' Historic Building In Old Town Triangle Could Be Seized By City

www.dnainfo.com/chicago/20170330/old-town/rotted-historic-building-old-town-triangle-could-be-seize

www.youtube.com/user/ extremetracking.com/op/ extremetracking.com/op/ support.microsoft.com/

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LINCOLN PARK & OLD TOWN Politics Real Estate

# 'Rotted' Historic Building In Old Town Triangle Could Be Seized By City

By Ted Cox | March 30, 2017 5:00pm | Updated on March 30, 2017 10:43pm @tedcoxchicago

With the steeple of St. Michael's Roman Catholic Church in the ...

View Full Caption DNainfo/Ted Cox

**OLD TOWN TRIANGLE** — The city has moved to seize control of a historic landmark district building that it says has been left to rot at 1720 N. Sedgwick Ave.

"We believe that this owner is allowing the building to deteriorate so he can obtain a demolition permit," said Ald. Michele Smith

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Let's find out!

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Menu

Gordon Wayne Watts person x ''Rotted' Historic Building In Ol' x +

www.dnainfo.com/chicago/20170330/old-town/rotted-historic-building-old-town-1

www.youtube.com/user/ extremetracking.com/op/ extremetracking.com/op/ support.microsoft.com

matyas 2 of 2

**dna info** | CHICAGO ▾

According to Smith, Younes could never get agreements with the Buildings Department and the Landmarks Commission "because he seemed to be dragging his feet all the time."

"Now we have this guy we think is willingly letting it deteriorate," she added. "We're not going to let that happen."

Jordan **Matyas**, who represented the Old Town Triangle Association at Thursday's court hearing, said Younes was being disingenuous in saying he didn't intend to level the site. "He's told me twice that he always wanted to demolish it," **Matyas** said, and he told the judge that he intended to pursue a demolition permit as well. "So we have some mixed signals from the owner, but his actions speak clearly about his intent for the building."

## B-1 (FOIA - 07/16/2015 grant of various Clerk of the Court, Cook Cty, IL, records)

**Reminder:** AOL will never ask you for your password or billing information.

**Subject:** copies file 07ch29738,04ch10851,14m1701473

**Date:** 7/16/2015 12:30:29 P.M. Eastern Daylight Time

**From:** [sdlevy@cookcountycourt.com](mailto:sdlevy@cookcountycourt.com)

**To:** [gww1210@gmail.com](mailto:gww1210@gmail.com)

**CC:** [gww1210@aol.com](mailto:gww1210@aol.com), [cmaddington@cookcountycourt.com](mailto:cmaddington@cookcountycourt.com)

*Sent from the Internet ([Details](#))*

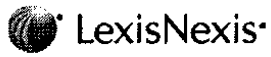
Hello Mr. Gordon,

Please see attachment,

Thank you,

Sharon Briggins – Levy  
Manager Chancery Division  
(312) 603 -3287

=



Quick Search   
Client ID

[jmpimentel@cookcountycourt.com](mailto:jmpimentel@cookcountycourt.com)

Orders Fulfillment Cook Co District 1 - Chance.. (91020)

Your order has been updated.  
Your order has been authorized.

Order: 50280881

Order Details **Correspondence** Order Summary Comments

Line #	Product	Price	Reference #
1	Chancery Division Fees/Costs (8613)	102.50	2004ch1081

Payment

#	Type	Amount	Card/Acct	Last Name	First Name	Status
1	CC	104.68	MC 2738	Watts	Gordon	Authorized

Status

Order Open  
Payment Paid in Full

Source

Fee Data

Agency	102.50
Expedite	0.00
Misc	0.00
VitalChek	2.18
Shipping	0.00
Other	0.00
<b>Total</b>	<b>104.68</b>

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Order Open  
Payment Paid in Full

Source

Fee Data

Agency	102.50
Expedite	0.00
Misc	0.00
VitalChek	2.18
Shipping	0.00
Other	0.00
<b>Total</b>	<b>104.68</b>

B-3 (FOIA - 07/24/2015 bill of \$102.50, with date-stamp; Showing the \$104.68 before fees)

THE HONORABLE DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
COOK COUNTY, IL

DATE: 7/24/2015 TIME: 4:16PM  
TN: 0010-0001 RN: 00066575  
DIST: 01 DIV: Chancery  
CHN1-134 CASHIER: JESSICAP CR#: 529

ATTORNEY NO: 99500

REF CASE NO: 2004ch10851  
REF OTHER: 2007CH

CASE TOTAL: \$102.50

Copy Fee	\$75.50
Record Searches	\$27.00
CREDIT CARD:	\$102.50
CHANGE	\$0.00

RECEIPT 0001 OF 0001  
TRANSACTION TOTAL: \$102.50

THANK YOU

B-4 (FOIA - 07/31/2015 bill of \$10.00, before fees; Showing \$10.21 after transaction fee)

THE HONORABLE DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
COOK COUNTY, IL

DATE: 7/31/2015 TIME: 12:00PM  
TN: 0003-0001 RN: 00066663  
DIST: 01 DIV: Chancery  
CHN1-134 CASHIER: JESSICAP CR#: 534

ATTORNEY NO: 99500

REF CASE NO: 2007ch29738  
REF OTHER:

CASE TOTAL:	\$10.00
Copy Fee	
CREDIT CARD:	\$10.00
CHANGE	\$0.00

RECEIPT 0001 OF 0001	
TRANSACTION TOTAL:	\$10.00

THANK YOU

Status

Order	Open
Payment	Paid In Full

Source POS

Fee Data

Agency	10.00
Expedite	0.00
Misc	0.00
VitalChek	0.21
Shipping	0.00
Other	0.00
Total	10.21

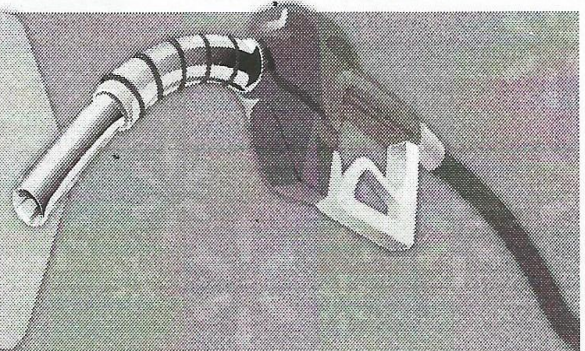
Print Receipt





Save more at the pump with your Walmart® Credit Card.

Save **5¢** per gallon\*



every day at participating Walmart & Murphy USA gas stations with the Walmart Credit Card.

\*5¢ per gallon discount available at participating Walmart & Murphy USA gas stations with the use of a consumer Walmart Credit Card as payment type. 5¢ per gallon discount applies to the regular street price and cannot be used in conjunction with the Sam's Club® member discount. Offer subject to change without notice. For purchases made in Alabama and Florida, or if your 5¢ discount does not appear at the pump, please note that the discount will appear as a credit on your next statement. Subject to credit approval. The following are marks and/or registered marks of Wal-Mart Stores, Inc.: the "Spark" design (SM), Walmart, and Save Money. Live Better.

**Walmart® MasterCard®**

GORDON W WATTS  
Account Number: xxxx xxxx xxxx 2738

Visit us at [walmart.com/credit](http://walmart.com/credit)  
Customer Service: 1-866-611-1148

07/17/2015

Summary of Account Activity	
Previous Balance	\$4,353.74
- Payments	\$984.24
+ Purchases/Debits	\$121.07
+ Interest Charges	\$73.81
<b>New Balance</b>	<b>\$3,564.38</b>
Credit Limit	\$10,000
Available Credit	\$6,435
Cash Advance/Quick Cash Limit	\$2,000
Available Cash	\$2,000
Statement Closing Date	07/17/2015
Days in Billing Cycle	30

Payment Information	
New Balance	\$3,564.38
Total Minimum Payment Due	\$110.00
Payment Due Date	08/10/2015

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.

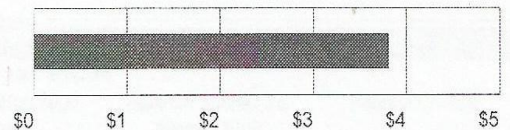
**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	16 years	\$9,033.00
\$138.00	3 years	\$4,960.00 (Savings = \$4,073.00)

If you would like information about **credit counseling services**, call 1-877-302-8775.

Rewards Summary	
Previous Balance	\$2.60
(+) Earned This Period	\$1.20
= Balance	\$3.80

**Rewards News**  
Earning Rewards is easy! Every time you earn \$5, you will receive a Rewards Credit on your statement!



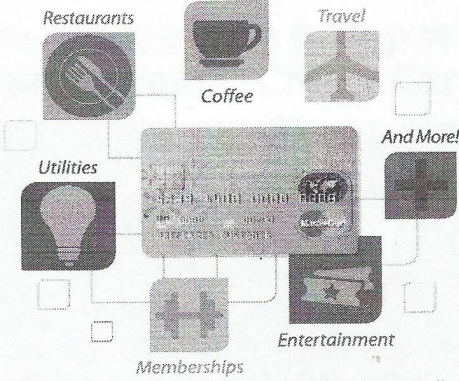
Gordon W. Watts  
CREDIT CARD  
STATEMENT

B-6 (FOIA - 07/16/2015, Credit Card bill for \$21.19 Cook County, IL court records)



Use your card everywhere MasterCard® is accepted to

Earn Rewards.\*



\*See the "Walmart MasterCard Rewards Program" terms for details. The Walmart MasterCard is issued by Synchrony Bank pursuant to a license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated. The following are marks and/or registered marks of Wal-Mart Stores, Inc.: the "Spark" design (S), Walmart, and Save Money. Live Better.

Transaction Summary																	
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount													
06/25	06/25	85239145H00XTMJH4	PYMNT IN STORE THANK YOU LAKELAND FL	(\$84.04)													
06/26	06/26	55541865K03SNMYRL	INDO FOODMART Q39 LAKELAND FL	\$1.06	Beverage												
06/30	06/30	85239145N00XTMJH7	PYMNT IN STORE THANK YOU BARTOW FL	(\$97.95)													
06/30	06/30	85239145N00XTMJK0	PYMNT IN STORE THANK YOU BARTOW FL	(\$500.00)													
07/03	07/03	85239145S00XTMJH3	PYMNT IN STORE THANK YOU PLANT CITY FL	(\$87.63)													
07/07	07/07	05410195VMMJ8GNAS8	FEDEX 498520395 MEMPHIS TN	\$32.36													
07/08	07/08	55429505XRL52K8KE	EBAY INC. 08862858380 CA	\$37.09													
07/08	07/08	85239145Y00XTMJH7	PYMNT IN STORE THANK YOU LAKELAND FL	(\$84.58)													
07/14	07/14	054101963MJAH42K2	FEDEX 499124124 MEMPHIS TN	\$29.37	eBay												
07/14	07/14	85239146400XTMJH1	PYMNT IN STORE THANK YOU LAKELAND FL	(\$150.06)													
07/16	07/16	0543684660040FR0J	COOK CO FIRST MUNICIPA CHICAGO IL	\$21.19													
<b>FEES</b>																	
<b>TOTAL FEES FOR THIS PERIOD</b>					\$0.00												
<b>INTEREST CHARGED</b>																	
INTEREST CHARGE ON PURCHASES					\$73.81												
INTEREST CHARGE ON CASH ADVANCES					\$0.00												
<b>TOTAL INTEREST FOR THIS PERIOD</b>					\$73.81												
<table border="1"> <thead> <tr> <th colspan="3">2015 Totals Year-To-Date</th> </tr> </thead> <tbody> <tr> <td>Total Fees Charged in 2015</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>Total Interest Charged in 2015</td> <td></td> <td>\$401.51</td> </tr> <tr> <td>Total Interest Paid in 2015</td> <td></td> <td>\$327.70</td> </tr> </tbody> </table>						2015 Totals Year-To-Date			Total Fees Charged in 2015		\$0.00	Total Interest Charged in 2015		\$401.51	Total Interest Paid in 2015		\$327.70
2015 Totals Year-To-Date																	
Total Fees Charged in 2015		\$0.00															
Total Interest Charged in 2015		\$401.51															
Total Interest Paid in 2015		\$327.70															

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Regular Purchases	NA	22.90%	\$3,921.55	\$73.81
Cash Advances	NA	25.90%	\$0.00	\$0.00

**Cardholder News and Information**

Eligible card purchases may be billed under one of the following promotions: No Interest if Paid in Full within 6, 12, 18 or 24 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 22.90%. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

07/16 2015

June 2015 Invoice

Gift Dr. Adams

#139 eBay Montgomery, TX 26.3-lbs Headers

eBay #137 Jim Wyckoff Montgomery, AL Headers Safford, TX

PUBLIC RECORDS for Rick Danigge

\$21.19 Richard B. Danigge? Public Record Request for files in 3 case w/ identical signatures in 2 warranty docs showing forgery, etc

B-7 (FOIA - 09/10/2015: \$11.50, Ship to Daniggelis via USPS)



Get up to \$100 Quick Cash\*

at the register with the Walmart® Credit Card.

No ATM Fees

Just select the amount you need in \$20 increments using the debit reader when you're checking out.

Statement

09-17-2015



\*Get up to \$100 quick cash in \$20 increments when you make a purchase with your Walmart Credit Card at Walmart-owned registers in Walmart stores. Limit one per day. This cash advance will appear on your monthly billing statement like a purchase. Subject to credit approval. The Walmart MasterCard is issued by Synchrony Bank pursuant to a license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated. The following are marks and/or registered marks of Wal-Mart Stores, Inc.: the "Spark" design (SM), Walmart, and Save Money. Live Better.

Tran	Post	Date	Reference Number	Description of Transaction or Credit	Amount
08/19	08/19	054101977MJ7H7NRE		FEDEX 402524334 MEMPHIS TN	\$86.01
08/24	08/24	05410197QMJ85DV86		FEDEX 402912859 MEMPHIS TN	\$150.45
08/30	08/30	85239147K00XTMJH4		PYMNT IN STORE THANK YOU LAKELAND FL	(\$207.99)
09/01	09/01	05410197LMJ83XSNG		FEDEX 403554986 MEMPHIS TN	\$8.99
09/08	09/08	05410197VMJ999JE2		FEDEX 404211701 MEMPHIS TN	\$53.05
09/08	09/08	55429507WRLT7XBHQ		EBAY INC. 08862858380 CA	\$37.95
09/09	09/09	05410197X208BV8JA		FEDEXOFFICE 00008508 LAKELAND FL	\$386.21
09/10	09/10	05410197XQ5G4N7XR		USPS 11492208335710730 LAKELAND FL	\$11.50
09/10	09/10	05410197X208BZT1F		FEDEXOFFICE 00008508 LAKELAND FL	\$59.17
09/10	09/10	05410197X208BZT3R		FEDEXOFFICE 00008508 LAKELAND FL	\$4.26
09/10	09/10	05410197X208BZT48		FEDEXOFFICE 00008508 LAKELAND FL	\$4.69
09/10	09/10	85239147Y00XTMJH0		PYMNT IN STORE THANK YOU LAKELAND FL	(\$92.71)
09/12	09/12	05410197ZMJ7VVB12		FEDEX 404600235 MEMPHIS TN	\$131.78
09/13	09/13	85239148301BRL2RD		WALMART 000779 LAKELAND FL	\$35.54
09/13	09/13	85239148100XTMJH7		PYMNT IN STORE THANK YOU LAKELAND FL	(\$49.19)
09/14	09/14	054101981MJ800P80		FEDEX 404780701 MEMPHIS TN	\$19.56
09/14	09/14	054101981208BZS2S		FEDEXOFFICE 00008508 LAKELAND FL	\$2.38
09/14	09/14	054101981208BZS4Q		FEDEXOFFICE 00008508 LAKELAND FL	\$2.24
09/14	09/14	55432868200WZPT1Q		THE UPS STORE 1858 LAKELAND FL	\$25.19
09/14	09/14	0543884818PF4FBDV		TIJUANA FLATS BURRITO LAKELAND FL	\$15.00
09/16	09/16	85239148400XTMJH2		PYMNT IN STORE THANK YOU LAKELAND FL	(\$20.01)
09/17	09/17			REWARDS/SPECIAL OFFER CREDIT	(\$10.00)
<b>FEES</b>					
TOTAL FEES FOR THIS PERIOD					\$0.00
<b>INTEREST CHARGED</b>					
INTEREST CHARGE ON PURCHASES					\$95.83
INTEREST CHARGE ON CASH ADVANCES					\$0.00
TOTAL INTEREST FOR THIS PERIOD					\$95.83
<b>2015 Totals Year-To-Date</b>					
Total Fees Charged in 2015					\$0.00
Total Interest Charged in 2015					\$574.67
Total Interest Paid in 2015					\$478.84

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Regular Purchases	NA	22.90%	\$5,091.35	\$95.83
Cash Advances	NA	25.90%	\$0.00	\$0.00

**Cardholder News and Information**

Eligible card purchases may be billed under one of the following promotions: No Interest if Paid in Full within 6, 12, 18 or 24 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 22.90%. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

Amici Curiae briefs:  
 Chancery, Cir, Law,  
 STATE \* Appeals Court  
 MORTGAGE + Envelope  
 & Envelope  
 Scotch Taps

8.99 Daniggelis  
 33.73 Daniggelis  
 19.32 ebay  
 + 53.05

Print Job - Daniggelis case  
 Ship to Daniggelis

Fax - Daniggelis case  
 Food  
 To 1st App. Court

\$ 576 x 0.0966 / m.  
 = \$ 55.30  
 + 3.87 TAX

\$ 59.17

09/10/2015

19.56  
 Net. Fraud

131.78  
 s/h  
 FedEx Express  
 to Trip Card  
 &  
 Appeals Court  
 Net. Fraud  
 Daniggelis

\$11.50  
 Ship to Daniggelis

Walmart: Multimeter  
 Duct Tape, Scotch Taps

B-8 (FOIA – 12/03/2015: bill of \$33.19 to LAW Division, Cook Cty, IL, records)

**MyVanilla.** My Account Reload MyVanilla Card or Mio Card About Vanilla Using Your Card

My Card Transfers My Profile

### Card Activity

card number xxxx-2746 expiration date 05/19 card status a

**Account**

- Card activity
- Statements
- Report lost or stolen card
- Activate a card
- Request a replacement card

**Fund**

- How to Reload
- Reload Card at [vanillareload.com](#)
- Download Direct Deposit form

**Manage Alerts** **Sign up for direct deposit**

**Gordon's ledger:**

- 96.70 pd to CVS
- 3.95 activation fee = \$92.75
- 2.99 McD
- 0.50 Transaction Fee = \$86.26
- 32.50 Law Division Public Records
- 0.50 Txn fee
- 0.69 convenience fee = \$55.57 Balance

checks! :-)

**Available Balance** \$55.57

**Pending Transactions** 2 transactions [PRINT](#)

DATE	TRANSACTION	DEBIT	CREDIT
12/03/2015	MCDONALD'S F100, LAKELAND, FL Reference: O4000131D1A7 Description: PREAUTH TRANSACTION	-\$2.99	
12/03/2015	LN*COOKCOLAWDIV, CHICAGO, IL Reference: O600013B49FE Description: PREAUTH TRANSACTION	-\$33.19	

**Reference number the operator gave me: 53261672**  
**\$32.50 + 0.69 convenience fee = \$33.19**

**Date and Time Properties**

Date & Time Time Zone Internet Time

Date: December 2015

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**Current month transaction history** 1 transactions

**ZOOM view:**

12/03/2015	MCDONALD'S F100, LAKELAND, FL Reference: O4000131D1A7 Description: PREAUTH TRANSACTION	-\$2.99
12/03/2015	LN*COOKCOLAWDIV, CHICAGO, IL Reference: O600013B49FE Description: PREAUTH TRANSACTION	-\$33.19

**Reference number the operator gave me: 53261672**  
**\$32.50 + 0.69 convenience fee = \$33.19**

**Date and Time Properties**

Date & Time Time Zone Internet Time

Date: December 2015

S	M	T	W	T	F	S
		1	2	3	4	5

# Axiom Bank®

axiombanking.com • (800)584-0015

004461

**Jan. 13:**

GORDON WAYNE WATTS  
821 ALICIA RD  
LAKELAND FL 33801-2113

### SUMMARY OF YOUR ACTIVITY

STATEMENT DATE	JAN 15 16
STATEMENT NUMBER	2100653548
BEGINNING BALANCE	123.91
DEPOSIT AMOUNT	+ 377.68
WITHDRAWAL AMOUNT	- 346.89
SERVICE CHARGE	- .00
ENDING BALANCE	= 154.70

**\$2.25**

**Cook County, IL (COURTS)**  
**LAW Division, Public Records Request**

AXIOM CHECKING		2100653548	WITHDRAWALS	DEPOSITS	BALANCE SUMMARY
ACTIVITY BEGINNING		DEC 16 15			
DEC 26	DEPOSIT LAKELAND			200.00	\$ 123.91
DEC 26	RADIOSHACK COR POS	442987	41.84		\$ 323.91
	PLANT CITY FL US	*****6014 13917601			\$ 282.07
DEC 28	THE HOME DEPOT 2 POS	130402	79.60		\$ 202.47
	LAKELAND FL US	*****8464 06098901			\$ 202.47
DEC 28	THE HOME DEPOT 2 POS	171594	54.24		\$ 148.23
	LAKELAND FL US	*****6014 06098919			\$ 148.23
DEC 29	AMAZON DIG689922 Misc. Paym	151221		.68	\$ 148.91
	CCD 69897657D				\$ 148.91
DEC 30	Clearpoint Finan BILL PYMNT PPD		120.00		\$ 28.91
JAN 02	WM SUPERCENTER #547 POS	000005	19.05		\$ 9.86
	PLANT CITY FL US	*****8464 99999999			\$ 9.86
JAN 11	DEPOSIT LAKELAND			111.00	\$ 120.86
JAN 13	DEPOSIT LAKELAND			66.00	\$ 186.86
JAN 13	LN*COOKCOLAWDIV POS	000069	2.25		\$ 184.61
	866-255-1857 IL US	*****8464 99999999			\$ 184.61
JAN 14	OREILLY AUTO PARTS POS	069245	29.91		\$ 154.70
	LAKELAND FL US	*****8464 05371609			\$ 154.70
THE AVERAGE BALANCE FOR 2100653548 IN THIS STATEMENT PERIOD WAS \$					88.17

### SUMMARY OF YOUR DEPOSIT ACCOUNTS

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	ACCOUNT BALANCE	MATURITY DATE
AXIOM CHECKING	2100653548	\$ 154.70	
TOTAL OF YOUR DEPOSIT ACCOUNTS		\$ 154.70	

19.05 = 5 sites of  
Coping & key for  
Mami's PC house -  
front Door - Lock & Deadbolt

110.48 payment  
+ 9.52 fee  
= \$120.00





004271  
 GORDON WAYNE WATTS  
 821 ALICIA RD  
 LAKELAND FL 33801-2113

SUMMARY OF YOUR ACTIVITY

STATEMENT DATE **FEB 15 16**  
 STATEMENT NUMBER 2100653548  
 BEGINNING BALANCE 154.70  
 DEPOSIT AMOUNT + 261.92  
 WITHDRAWAL AMOUNT - 413.39  
 SERVICE CHARGE - .00  
 ENDING BALANCE = 3.23

AXIOM CHECKING		2100653548			BALANCE	SUMMARY
ACTIVITY BEGINNING		JAN 16 16	WITHDRAWALS	DEPOSITS	\$	
JAN 21	COOK CO FIRST MUNICIPA CHICAGO IL US *****8464 99999999	POS 000000	13.28		\$	154.70 141.42
JAN 26	DEPOSIT LAKELAND			260.00	\$	401.42
JAN 29	AMAZON ACH/CRED IAT			1.92	\$	403.34
FEB 01	Clearpoint Finan BILL PYMNT PPD		120.00		\$	283.34
FEB 06	FEDEXOFFICE 00008508 LAKELAND FL US *****8464 03P	POS 000096	275.42		\$	7.92
FEB 09	FEDEXOFFICE 00008508 LAKELAND FL US *****8464 04P	POS 000002	4.69		\$	3.23
THE AVERAGE BALANCE FOR 2100653548 IN THIS STATEMENT PERIOD WAS \$						190.61

SUMMARY OF YOUR DEPOSIT ACCOUNTS

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	ACCOUNT BALANCE	MATURITY DATE
AXIOM CHECKING	2100653548	\$ 3.23	
TOTAL OF YOUR DEPOSIT ACCOUNTS		\$ 3.23	

PUBLIC RECORDS REQUEST

Point of Sale Transaction  
 Cook County, IL Courts  
 Records Request  
 \$13.28  
 Cook County, IL Courts

Looks OK:  
 My own notes, in my own handwriting, mention this \$275.42 FedEx transaction



B-11 (AxiomBanking 05/17/2016 ship FOIA research via UPS to Daniggelis, \$20.64;  
 (AxiomBanking 05/26/2016 pay for FOIA research printouts to UPS to Daniggelis, \$9.60)



003792  
 GORDON WAYNE WATTS  
 821 ALICIA RD  
 LAKELAND FL 33801-2113

SUMMARY OF YOUR ACTIVITY

STATEMENT DATE	<b>JUN 15 16</b>
STATEMENT NUMBER	2100653548
BEGINNING BALANCE	.30
DEPOSIT AMOUNT	+ 187.17
WITHDRAWAL AMOUNT	- 150.24
SERVICE CHARGE	- .00
ENDING BALANCE	= 37.23

AXIOM CHECKING ACTIVITY BEGINNING	2100653548	WITHDRAWALS	DEPOSITS	BALANCE SUMMARY
MAY 14 3501 FLORIDA AVE LAKELAND FL US *****8464 CP302977	MAY 14 16 ATM 001542		90.00	\$ 90.30
MAY 17 THE UPS STORE 2872 CHICAGO IL US *****8464 99999999	POS 000008	20.64	Ship UPS to Rich	\$ 69.66
MAY 18 DEPOSIT LAKELAND			95.00	\$ 164.66
MAY 26 THE UPS STORE 1053 CHICAGO IL US *****8464 99999999	POS 000000	9.60		\$ 155.06
MAY 31 AMAZON DIG738757 Misc. Paym CCD 76149970D	160521		2.17	\$ 157.23
MAY 31 Clearpoint Finan BILL PYMNT PPD		120.00		\$ 37.23
THE AVERAGE BALANCE FOR 2100653548 IN THIS STATEMENT PERIOD WAS \$				86.33

SUMMARY OF YOUR DEPOSIT ACCOUNTS

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	ACCOUNT BALANCE	MATURITY DATE
AXIOM CHECKING	2100653548	\$ 37.23	
TOTAL OF YOUR DEPOSIT ACCOUNTS		\$ 37.23	

Printout for Rich Daniggelis: Mortgage front Docs

POS = "POINT of Sale Transaction"

Ship some research of records to Rich Daniggelis  
 UPS Store # 2872 (Chicago, IL) \$20.64  
 Pay for Printouts of more RECORDS research  
 UPS Store #1053 (Chicago, IL) \$9.60

B-12 (FOIA 07/01/2016: FOIA Request from First Appellate Court, IL, acknowledging \$76.25 in fees)

via USPS - 7-1-16 (Friday)  
7015-1730-0001 - 2318-4603

Ret. Receipt  
9590-9403-0734-5196123868

From the Desk of: **Gordon Wayne Watts**  
821 Alicia Road - Lakeland, FL 33801-2113  
H: (863) 688-9880 - C: (863) 409-2109 - W: (863) 686-3411 or: (863) 687-6141  
Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@Gmail.com](mailto:Gww1210@Gmail.com)  
Web: [www.GordonWatts.com](http://www.GordonWatts.com) / [www.GordonWayneWatts.com](http://www.GordonWayneWatts.com)

Hon. Tina M. Schillaci, Esq., Law Clerk / Staff Appellate Attorney, (312) 793-6199  
c/o 1st District Appellate Court, Clerk's Office  
160 North LaSalle St., Chicago, IL 60601-3130  
(312) 793-5484 . Office Hours: 8:30am - 4:30pm (CST)

Home Copy

Re: GMAC Mortgage, LLC v. Richard B. Daniggelis, et al.  
Case No: 1-14-2751  
Atty. Joseph Younes, Esq. v. Richard B. Daniggelis, et al.  
Case No: 1-15-0662

Friday, 01 July 2016  
Axiom Bank  
Pd by Money Order # 41742051

Dear Attorney Schillaci:

Bank Act #  
2001653548

07/01/2016  
Act # 28175000 \* \$ 76.25

Thank you for speaking with me last Friday morning (Fri. 24 June 2016) and this past Tuesday evening (Tue. 28 June 2016), and giving me the proper protocol and procedures for making a records request of court filings in your court with regard to the two court cases cited above. I am sorry that I am somewhat slow to respond, but I have been busy with many things recently.

According to my recollection and notes, it would appear that you told me that the entire file in 1-14-2751 contained 172 pages, which, at \$0.25/page, would cost me \$43.00 even, and that 1-15-0662 contained 133 pages, which would cost me \$33.25, for a sum total of \$76.25, and that your court only accepted payment by cash, check, or money order, payable to "Clerk of the Appellate Court" (but had not yet set up payment by credit card or bank account electronic draft), and, also, that your court did not prefer to deal in case for obvious reasons of security and documentation of the currency. - You also said that if I were short, you could not advance credit, and would require payment in advance. - Moreover, my notes reflect that if the opposite was the case (overpayment), you warned and cautioned me that your court could not issue any refund of excess payment, not even were I to include cash currency as part of all of the payment method, as your court's policy also prohibited sending cash by mail as well.

Because of that, I must get the payment amount "exact" or else risk over-payment (with no avenue or means for giving me change back for overpayment) or under-payment (where I can't get all the records I seek). For that reason, I made a call to your court to ascertain & determine whether any new filings or court orders had been entered into the record on appeal in either of the 2 above-captioned cases. After several unsuccessful tries (one time, a clerk said a motion was due on a certain date, but never answered my question about one case, and then hung up before I could inquire about the other case - meaning, she never answered me at all!), I finally determined that nothing new had been entered in either of these 2 cases since we spoke last week.

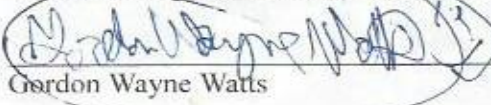
I wish you the best in getting your court set up for electronic payment (of "records request" fees) by Credit Card; electronic release of records (by email in PDF or image format in email attachments, like the trial courts currently do); and online dockets (preferably with click-to-see of an image of the docket entry, but at least a docket of the entries, like the trial courts currently provide the public).

Please find, enclosed a money order for \$76.25 for the file in both cases.

Bank Act #  
2001653548

7015-1730-0001 - 2318-4603

With kind Regards, I am, Sincerely,

  
Gordon Wayne Watts

Money Order (Axiom)  
Act # 28175000 (Bank)  
Money Order # 41742051  
07-01-2016 for \$ 76.25

USPS 07-01-2016 (Friday)

Ret. Receipt. 9590-9403-0734-5196123868



B-13 (FOIA 07/01/2016: FOIA costs: \$76.25 money order; \$6.47 mailing; \$3.95 lunch break)

(Gordon Watts/Note) Money Order 07/01/2016  
 MONEY ORDER Friday \*\$ 76.25  
 Gordon Watts 41742051  
 CUSTOMER COPY

Purchaser's Name	MO No.	Date	Check Amount
Gordon Watts	41742051	07/01/2016	*****\$76.25
Memo	Account Number	Transaction Description	
(1-4-2751 & 1-15-0662)	28175000		

Comb Records  
 Bk Act # - 2001653548

28175000

CASH (not from bank account)

NON-NEGOTIABLE

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *Attn. Hon. Tim M. Schillacy, Esq.*  
*c/o 1st District Appellate Court*  
**CLERK'S OFFICE**  
 160 North LaSalle Street  
 Chicago, IL 60601-3130

2. Article Number (Transfer from sender label)  
 15 1730 0001 2318 4603

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]*  Agent  
 Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Return Receipt for Merchandise  
 Certified Mail Restricted Delivery  Signature Confirmation™  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  Insured Mail  
 Insured Mail Restricted Delivery (over \$500)

*Jaquan*  
 Kitcher  
 07/01/2016  
 1:13 PM  
 WU139  
 Check: 10040

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

**U.S. Postal Service™ CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
 CHICAGO, IL 60601

Certified Mail Fee \$3.30  
 Extra Services & Fees (check box, add fee)  
 Return Receipt (hardcopy) \$2.70  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$

Postage \$0.47  
 Total Postage and Fees \$6.47

Sent To: *Attn. Tim M. Schillacy, Esq. c/o 1st Dist Appellate Court*  
 Street and Apt. No., or PO Box #  
 160 North LaSalle Street  
 City, State, ZIP+4  
 Chicago IL 60601-3130

PS Form 3800, April 2015 PSN 7500-02-000-9047 See Reverse for Instructions

#1065 863-603-9224

1 American ChzBgr  
 1 Banana - SM

TOTAL: \$3.95

Walkup

**B-14 (FOIA replies of 06/03/2016 and 04/07/2017 from City of Chicago, Building Dept. Cost: TIME)**

5/16/2017

Re: \*Public Records request: BUILDING Dept - City of Chicago\*

From: DOBFOIA &lt;DOBFOIA@cityofchicago.org&gt;

To: Gww1210 &lt;Gww1210@aol.com&gt;

Subject: Re: \*Public Records request: BUILDING Dept - City of Chicago\*

Date: Fri, Jun 3, 2016 9:41 am

Attachments: 1720\_N\_Sedgwick.pdf (266K)

Mr. Watts:

The records you requested are attached.

Sincerely,

C. Lynch  
City of Chicago, Dept. of Buildings

BuildingDept-FOIA-more-RECORDS\_PDF.pdf - Adobe Reader

w Window Help



Tools Sign

5/16/2017

Re: \*Public Records request: BUILDING Dept - City of Chicago\*

From: DOBFOIA &lt;DOBFOIA@cityofchicago.org&gt;

To: gww1210 &lt;gww1210@aol.com&gt;

Subject: Re: \*Public Records request: BUILDING Dept - City of Chicago\*

Date: Fri, Apr 7, 2017 4:59 pm

Attachments: 1720\_N\_Sedgwick1.pdf (17K), 1720\_N\_Sedgwick.pdf (17K)

Mr. Watts:

Regarding your question as to whether there were any photos taken of the Stop Work Orders for 1720 N. Sedgwick, I have attached the latest records I have for this address.

Sincerely,

C. Lynch  
City of Chicago, Dept. of BuildingsFrom: [gww1210@aol.com](mailto:gww1210@aol.com) <[gww1210@aol.com](mailto:gww1210@aol.com)>

Sent: Friday, March 31, 2017 12:44:59 PM

To: DOBFOIA; DOB-info

Cc: DOBFOIA; Lynch, Chris; Porche, Rodney; [gww1210@aol.com](mailto:gww1210@aol.com); [gww1210@gmail.com](mailto:gww1210@gmail.com)

Subject: Re: \*Public Records request: BUILDING Dept - City of Chicago\*

Chris, this is Gordon again.

I hate to bother you, but these criminals that have been trying to destroy the house at 1720 North Sedgwick Street, Old Towne, Chicago, IL (and resultantly make you all very busy, when y'all have to repeatedly put up "Stop Work Order" signs to put a stop to the illegal construction, demolition, &amp; destruction of property), and I feel the need to do more news coverage.

**B-15 (FOIA reply of 06/07/2016 from City of Chicago, POLICE Department. Cost: TIME)**

---

5/16/2017

FW: Scanned from a Xerox multifunction device

From: FOIA <foia@chicagopolice.org>

To: Gww1210 <Gww1210@aol.com>

Subject: FW: Scanned from a Xerox multifunction device

Date: Tue, Jun 7, 2016 6:00 pm

Attachments: Scanned from a Xerox multifunction device001.PDF (2172K)

---

Good Afternoon,

Attached to this email is a response to your FOIA request.

Regards,

FOIA Section

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering that message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this document is strictly prohibited.

---

From: [xerox@chicagopolice.org](mailto:xerox@chicagopolice.org) [[xerox@chicagopolice.org](mailto:xerox@chicagopolice.org)]

Sent: Tuesday, June 07, 2016 5:56 PM

To: FOIA

Subject: Scanned from a Xerox multifunction device

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: PDF

multifunction device Location: machine location not set

Device Name: HQ-X414NE-1

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

**B-16 (FedEx shipping receipt to send FOIA research to Daniggelis: 09/15/2015, est. cost \$8.88 + labor)**



September 18, 2015

Dear Customer:

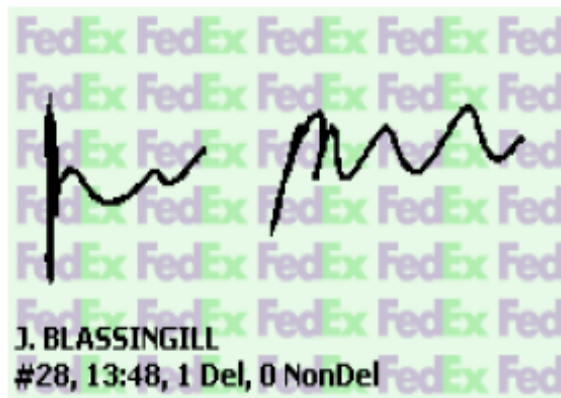
The following is the proof-of-delivery for tracking number **781311007128**.

---

**Delivery Information:**

---

<b>Status:</b>	Delivered	<b>Delivery location:</b>	333 W NORTH AVE Chicago, IL 60610
<b>Signed for by:</b>	JBLASSINGILL	<b>Delivery date:</b>	Sep 15, 2015 13:51
<b>Service type:</b>	FedEx Ground		
<b>Special Handling:</b>			




---

**Shipping Information:**

---

<b>Tracking number:</b>	781311007128	<b>Ship date:</b>	Sep 10, 2015
		<b>Weight:</b>	1.6 lbs/0.7 kg

**Recipient:**  
Richard B Daniggelis  
c/o The UPS Store  
333 W North AVE  
Chicago, IL 60610 US

**Shipper:**  
Gordon Watts  
Gordon Watts  
821 ALICIA RD  
LAKELAND, FL 33801 US

Thank you for choosing FedEx.

## B-17 (FOIA replies of May 18, May 25, June 1, June 8, 2016 from IL Office of Atty Gen; Cost: TIME)

5/18/2017

Freedom of Information Act Request 2016 FOIA 41830

From: FOIAofficer <F@atg.state.il.us>  
 To: 'gww1210@aol.com' <gww1210@aol.com>  
 Cc: Possley, Maura <MPossley@atg.state.il.us>; Boyce, Eileen <EBoyce@atg.state.il.us>; Thompson, Annie <PThompson@atg.state.il.us>  
 Subject: Freedom of Information Act Request 2016 FOIA 41830  
 Date: Wed, May 18, 2016 12:45 pm  
 Attachments: 41830 Partial Closing and Extension Letter.pdf (71K)

Dear Mr. Watts:

Attached please find a letter pertaining to your recent FOIA request.

Very truly yours,

Caitlin Q. Knutte  
 FOIA Officer  
 Assistant Attorney General  
 Office of the Illinois Attorney General

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the sender or the Office of the Illinois Attorney General. Thank you for your cooperation.

From: FOIAofficer <F@atg.state.il.us>  
 To: 'gww1210@aol.com' <gww1210@aol.com>  
 Cc: Possley, Maura <MPossley@atg.state.il.us>; Boyce, Eileen <EBoyce@atg.state.il.us>; Thom  
 <PThompson@atg.state.il.us>  
 Date: Wed, May 25, 2016 4:21 pm  
 Attachments: 41830 RM - Paul Shelton.pdf (1861K), 41830 Confirm 5.19.16 Convo,  
 Partial Closing and Extension Letter.pdf (134K)

Dear Mr. Watts:

Attached please find a letter and records pertaining to your recent FOIA request.

Very truly yours,

Caitlin Q. Knutte  
 FOIA Officer

From: FOIAofficer <F@atg.state.il.us>  
 To: 'gww1210@aol.com' <gww1210@aol.com>  
 Cc: Possley, Maura <MPossley@atg.state.il.us>; Boyce, Eileen <EBoyce@atg.state.il.us>; Thomps  
 <PThompson@atg.state.il.us>  
 Subject: Freedom of Information Act Request 2016 FOIA 41830  
 Date: Wed, Jun 1, 2016 1:13 pm  
 Attachments: 41830 RM - Gordon Watts 2016 (1).pdf (5295K), 41830 RM - Gordon Watts 2016 (2).pdf (5864K),  
 41830 Partial Closing and Extension Letter.pdf (113K)

Dear Mr. Watts:

Attached please find a letter and records pertaining to your recent FOIA request.

Very truly yours,

Caitlin Q. Knutte  
 FOIA Officer

From: FOIAofficer <F@atg.state.il.us>  
 To: 'gww1210@aol.com' <gww1210@aol.com>  
 Cc: Possley, Maura <MPossley@atg.state.il.us>; Boyce, Eileen <EBoyc  
 <PThompson@atg.state.il.us>  
 Subject: Freedom of Information Act Request 2016 FOIA 41830  
 Date: Wed, Jun 8, 2016 2:29 pm  
 Attachments: 41830 RM - Joseph Younes.pdf (3296K), 41830 RM - Pleadings (1  
 41830 RM - Pleadings (2).pdf (2284K), 41830 RM - Pleadings (3).p

B-18 (FOIA reply of 04/12/2017 from City of Chicago DPD e.g., Landmarks; Cost: TIME)



DEPARTMENT OF PLANNING AND DEVELOPMENT  
CITY OF CHICAGO

April 12, 2017

Gordon Wayne Watts  
The Register  
821 Alicia Road  
Lakeland, FL 33801

VIA ELECTRONIC MAIL: Gww1210@aol.com

Dear Mr. Watts:

On behalf of the Department of Planning and Development (DPD), please be advised we are in receipt of your Freedom of Information Act (FOIA) request. Your request was dated and received on April 7, 2017. Specifically, the FOIA states and seeks the following request for public records:

*Please email me an audio file of the "Regular Meeting" of the Commission on Chicago Landmarks, which occurred yesterday, Thursday, April 6, 2017 at 12:45 p.m. in City Hall, 121 North LaSalle Street, Room 201-A, 2<sup>nd</sup> Floor.*

Enclosed for your review is the CD disc of the audio file from the April 6, 2017 Commission on Chicago Landmarks meeting.

Sincerely,

A handwritten signature in cursive script that reads "Tony Binns".

Tony Binns  
Freedom of Information Officer  
City of Chicago Department of Planning and Development  
(312) 744-0986

## C-1 (FedEx proof of Service to Defendant, Joseph Younes, Esq.: April 18, 2017)



April 26, 2017

Dear Customer:

The following is the proof-of-delivery for tracking number 7862-7122-6226.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivery location:</b>	821 ALICIA RD Lakeland, FL 33801
<b>Signed for by:</b>	Signature not required	<b>Delivery date:</b>	Apr 26, 2017 09:53
<b>Service type:</b>	FedEx Ground		
<b>Special Handling:</b>			

**NO SIGNATURE REQUIRED**

Proof-of-delivery details appear below; however, no signature is available for this FedEx Ground shipment because a signature was not required.

---

**Shipping Information:**

<b>Tracking number:</b>	7862-7122-6226	<b>Ship date:</b>	Apr 18, 2017
		<b>Weight:</b>	1.8 lbs/0.8 kg

**Recipient:**

JOSEPH YOUNES LAW OFFICES  
JOSEPH YOUNES LAW OFFICES  
166 W WASHINGTON ST  
STE 600  
CHICAGO, IL 60602 US

**Shipper:**

gordan watts  
gordan watts  
821 ALICIA RD  
LAKELAND, FL 33801 US

Thank you for choosing FedEx.

## C-2 (AOL email dated April 21, 2017 from FedEx showing Defendant, Younes, refused court service)

Reminder: AOL will never ask you for your password or billing information. [Show images & enable links](#)

**Subject:** FedEx Shipment 786271226226 Delivery Exception  
**Date:** 4/21/2017 10:24:46 P.M. Eastern Daylight Time  
**From:** [TrackingUpdates@fedex.com](mailto:TrackingUpdates@fedex.com)  
**Reply To:** [trackingmail@fedex.com](mailto:trackingmail@fedex.com)  
**To:** [gwww1210@aol.com](mailto:gwww1210@aol.com)  
*Sent from the Internet (Details)*

## Tracking # 786271226226

Ship date: Tue, 4/18/2017

Scheduled delivery: Mon, 4/24/2017 by end of day

Delivery exception

### Shipment Facts

FedEx attempted, but was unable to complete delivery of the following shipment:

<b>Tracking number:</b>	<a href="#">786271226226</a>
<b>Status:</b>	Delivery exception
<b>Service type:</b>	FedEx Ground
<b>Packaging type:</b>	Package
<b>Number of pieces:</b>	1
<b>Weight:</b>	0.70 lb.
<b>Standard transit:</b>	4/21/2017

### Resolving Delivery Issues

The reason delivery was not completed is outlined below. Where applicable, resolution recommendations are also provided.

Exception Reason	Recommended Action
1. Refused by recipient - Not ordered	No action is required. The package is being returned to the shipper.
2. Shipment Refused by Recipient	No action is required. The package is being returned to the shipper.



**C-3 (Returned FedEx service copy of briefs to Atty. Joseph Younes, Esq., dated April 21, 2017)**

SMBAGLABEL REV 03/10 - RUN 1/2017

FACILITY:

NLP:



(9611912) 7370809 8893843 1

5-5716, per website  
p./JosephYounes/599467626

OP-018 01/2017

4-21-17

STATION 606

PROCESSED BY PLS

MGMT. APPROVAL SIGNATURE

RETURN STATE FL

TO

RETURN ZIP TO 3380

Remove label here

FROM: (863) 688-...  
gordan watts  
821 ALICIA RD  
LAKELAND FL 33801  
US

04/21/17  
MCC  
Door  
9611912/31...  
33801  
308-312-320-329-328  
9999-0  
ETL 1011  
11232222  
SK130N

**FedEx Ground RETURN TO SHIPPER**

Dear Customer - This package is being returned.

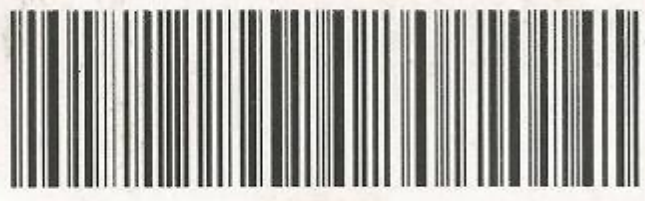
Hold at Location - Expired.  
 Delivery refused by: JOE  
 Because \_\_\_\_\_

Incorrect delivery address/Recipient unknown/Closed.  
 Damaged. An inspection report has been completed.  
 The entire contents of the package are enclosed.  
 Damaged contents were discarded. The balance is enclosed.  
 Package is greater than the maximum size/weight allowed.  
 Delivery attempts unsuccessful/unable to reach recipient for alternate delivery instructions.  
 Improper HazMat packaging/labeling/documentation.  
**ATTN FedEx Personnel:** Attach the OP-908 & SF-136 to all Hazmats.  
 Other: \_\_\_\_\_

Package received on trailer from shipper:  
 Crushed     Wet     Oversize  
 Open     Inadequate Packaging     Overweight

1862 7122 6226  
4-21-17  
60602

9622 0417 3 (000 000 0000) 0 00 7862 7122 6226



Joseph Younes Law Offices  
166 W WASHINGTON ST.  
Phone: (312) 372-1122 ; Fax:  
Email is (or was?) Roloe69

220-1580  
PP:MR:100Y  
60602-2311-99  
CHICAGO, IL  
JOSEPH YOUNES LAW OFFICES  
166 W WASHINGTON ST  
STE 600  
CHICAGO, IL  
F 11 08:00 SM-1D 2014745

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

NO. 1-18-0091

**IN THE APPELLATE COURT OF ILLINOIS  
FIRST DISTRICT**

GMAC Mortgage, LLC,	) Appeal from the Circuit Court of Cook County, IL
Plaintiff	)
vs.	) No. 07 CH 29737
	) (Transfer into <u>Law</u> Division from Chancery)
Gordon W. Watts, et. al.,	)
Defendants	) Hon. Diane M. Shelley, Judge Presiding

**ORDER**

This matter coming on to be heard on the motion of Movant, Gordon Wayne Watts, for an extension of time, and, notice having been given, and the Court being ~~by~~ advised in the premises:

**IT IS HEREBY ORDERED** that the time for filing the Record on Appeal is extended to June 12, 2018, and, ~~pursuant to Rule 311(b) [Rule 311 Accelerated Docket, (b) Discretionary Acceleration of Other Appeals], this appeal is placed on accelerated track.~~ Pursuant to Rule 311(b), "The motion [to expedite] shall be supported by an affidavit stating reasons why the appeal should be expedited," and This Court notes that both the instant motion and prior pleadings by Appellant had either 'Verification' affirmations, or actual Sworn/Notarized affidavits, which compel The Court to accept at face value allegations that an accelerated appeal is necessary. [This court notes that Watts' claims on this head were never challenged as false.]

**IT IS FURTHERMORE ORDERED** that the trial court shall grant Movant's motion for Intervention, Grant his application for fee waiver, and prepare selected items described below:

This court finds, per Rule 311(b), that it is warranted by the circumstances, and This Court now enters a ruling that the trial court prepare only the following supporting record prepared pursuant to Rule 328, consisting only the following lower court pleadings:

- All lower court pleadings – and related "exhibits" – filed by Gordon Wayne Watts
- The 10/17/2007 Complaint to Foreclose Mortgage filed by GMAC
- The July 16, 2008 Motion for Extension of Time filed by CVLS for Daniggelis
- The July 30, 2008 Answer filed by CVLS on behalf of Daniggelis
- Two (2) "Answer" briefs, filed by Defendant, Joseph Younes, dated Oct 24, 2008
- The 2/15/2013 Answer filed by Atty. Galic on behalf of Daniggelis
- The 2/15/2013 and 3/8/2013 ORDERS by Judge Michael F. Otto
- The 5/6/2015 Supervisory ORDER by the IL Supreme Court, in the instant case [No. 118434, (27 N.E.3d 610 (2015))]
- The 8/8/2017 Motion to Reconsider filed by Atty. Galic for Daniggelis
- The 12/06/2017 Motion to Comply filed by Robert J. More
- The 12/07/2017 ORDERS by Judge Diane M. Shelley, from which Watts appeals

**ORDER** - *GMAC v. Watts, et al.*, 1-18-0091 (ILLINOIS First Appellate Court)

The trial court shall prepare the Record on Appeal, with ONLY the items listed above (all the enumerated items, and ALL pleadings and related exhibits filed by Appellant, Gordon Wayne Watts), and shall place preparation of the selected records on "accelerated" track, and shall notify This Court when the record is prepared, and transmit it **instantly** to This Court.

After This Court makes the "selected" Record on Appeal, above, available to all litigants, it shall give ALL named parties ONE last opportunity, within thirty (30) days, to respond and to include anything relevant in the record (to make up for anything that was omitted for the sake of brevity), and to file ONE supporting brief, which complies with page and word-length requirements, citing to any supplemental record items.

Since the 'Record on Appeal' shall be less than 100% of the total record (due to time and space constraints), This Court deems it necessary, to satisfy Due Process, to give ALL parties opportunity to respond, and then This Court shall, if no counter arguments are raised, return Richard Daniggelis' house to him, with equitable damages awarded, by Summary Judgment. The "last chance" to file a brief, to grant fair Due Process to defendants, Joseph Younes, and other named defendants, shall be considered a chance to reply to a "Show Cause" order, This Court asking litigants to show cause why Daniggelis' house should not return to him.

Whether or not litigants file an 'answer' brief (this is optional), This Court **shall** review The Record (and any "one-time" briefs, submitted, as described above), **shall** consider the facts and law, and **shall render a decision**, in compliance with the 5/6/2015 Supervisory ORDER by the IL Supreme Court, in the instant case [No. 118434, (27 N.E.3d 610 (2015))].

The trial court shall speedily prepare the selected record, notify this court, and transmit it to this court by electronic means, on accelerated docket.

*Appellant must direct expenses on the content of record on appeal to Clerk of Circuit Court of Cook County.*  
~~IT IS SO ORDERED~~

Justice *Samuel J. Quince*

Justice \_\_\_\_\_

Justice \_\_\_\_\_

**ORDER ENTERED**

MAR 28 2018

APPELLATE COURT, FIRST DISTRICT

Prepared by:  
Gordon Wayne Watts  
821 Alicia Road  
Lakeland, FL 33801-2113  
(863) 688-9880 (h), (863) 409-2109 (c)

THOMAS D. PALELLA  
CLERK OF THE APPELLATE COURT 1ST DISTRICT  
160 NORTH LABALLE STREET, RM 51400  
CHICAGO, ILLINOIS 60601

POSTAGE WILL BE PAID BY ADDRESSEE  
FIRST CLASS MAIL PERMIT NO. 5000 CHICAGO, IL

ncpost  
03/28/2018  
US POSTAGE  
FIRST-CLASS MAIL  
\$00.47  
ZIP 60601  
041L11240569

1-18-0091

GORDON WAYNE WATTS  
821 ALICE ROAD  
LAKELAND FL 33801

Received in mailbox - 11/11/18  
SATURDAY, 31 March 2018  
-Dobsonburg-NW

93801-211321



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

<b>FL0130900</b>	Gang Related	<b>N</b>	<b>OFFENSE-INCIDENT REPORT</b>	Juvenile in Report	<b>N</b>	Juvenile Warn/Dismiss		1. Original		2. Supplement	<b>1</b>
ADM	Date of Supplement			Agency Report Number			Primary Offense Description				
				1800522			ASLT/BAT SIMP				

**Event Information**

Original Day Reported	<b>MON</b>	Date	<b>04/09/2018</b>	Time (mil)	<b>1751</b>	Time Dispatched (mil)	<b>1751</b>	Time Arrived (mil)	<b>1751</b>	Time Completed (mil)	<b>1830</b>												
Incident Type	1. Felony		3. Misdemeanor		5. Ordinance		2. Traffic Felony		4. Traffic Misdemeanor		9. Other												
Incident: Day	<b>FRI</b>		Incident: Date	<b>04/06/2018</b>		Time (mil)	<b>1800</b>		Incident: Day	<b>FRI</b>		Incident: Date	<b>04/06/2018</b>		Time (mil)	<b>1815</b>							
OFFINC #1	Type	<b>3 BATT/SIMP</b>		A-Attempted	<input type="checkbox"/>		C-Committed	<input type="checkbox"/> <b>C</b>		Statute Violation Number - Chapter, Section, Sub	<b>784 - 03</b>		NCIC/UCR Code	<b>130B</b>									
OFFINC #2	Type			A-Attempted	<input type="checkbox"/>		C-Committed	<input type="checkbox"/>		Statute Violation Number - Chapter, Section, Sub			NCIC/UCR Code										
Incident Location (Street Number, Street, Apt.)												City		Zip		District		Grid		Area		Zone	
<b>5301 NW 36ST</b>												<b>MIAMI SPRINGS</b>		<b>33166</b>		<b>05</b>		<b>1012</b>				<b>1012</b>	
Business Name/Area Identifier										Forced Entry		Occupancy											
<b>CLARION INN (RM# 431)</b>										<b>N/A</b>		<b>N/A</b>											
Location Type												30. Other Mobile		99. Other									
01. Residence Single    05. Convenience Store    10. Dept/Discount Store    15. Industrial/Mfg.    20. Religious Bldg.    25. Parking Lot/Garage 02. Apartment/Condo    06. Gas Station    11. Specialty Store    16. Storage    21. Airport    26. Highway/Roadway 03. Residence-Other    07. Liquor Sales    12. Drug Store/Hospital    17. Gov't/Public Bldg.    22. Bus/Rail Terminal    27. Park/Woodlands/Field 04. Hotel/Motel    08. Bar/Nightclub    13. Bank/Financial Inst.    18. School/University    23. Construction Site    28. Lake/Waterway 09. Supermarket    14. Commercial/Office Bldg.    19. Jail/Prison    24. Other Structure    29. Motor Vehicle <b>Hotel/Motel</b>																							
# OFFINC.	# Victims	# Offenders	# Prem. Ent.	# Veh. Stolen	Type of Weapon	02. Rifle		05. Knife/Cutting Instrument		07. Hands/Fist/Feet		10. Fire/Incendary		13. Drugs		<b>Hands/Fist/Feet</b>							
<b>01</b>	<b>01</b>	<b>01</b>	<b>00</b>	<b>00</b>	00. N/A	03. Shotgun		06. Blunt Object		08. Poison		11. Threat/Intimidation		88. Unknown									
					01. Handgun	04. Firearm		09. Explosives		12. Simulated Weapon		99. Other											

**Persons Information**

CODES	VW Code		Person Type		Race		Sex		Residence Type		Residence Status		Extent of Injury	
	V - Victim	C - Complainant	1. Juvenile	4. Business	N-N/A	I-American Indian	N-N/A	0. N/A	3. Florida	0. N/A	0. None			
	W - Witness	O - Other	2. L.E. Officer	5. Government	W-White	O-Oriental/Asian	M-Male	1. City	4. Out-of-State	1. Full Year	1. Minor			
			3. Adult	8. Church	B-Black	U-Unknown	F-Female	2. County		2. Part Year	2. Serious			
			9. Other	99. Other			U-Unknown			3. Non-Resident	3. Fatal			
	Injury Type		Victim Relationship To Offender		05. Parent		10. Step-Child		14. Teacher		17. Friend		21. Employer	
	00. N/A		00. N/A		06. Spouse		11. In-Law		15. Child of Boy/Girl Friend		18. Neighbor		22. Landlord/Tenant	
	01. Gunshot		01. Undetermined		07. Ex-Spouse		12. Other Family		16. Boy/Girl Friend		19. Sister/Day Care		23. Acquaintance	
	02. Stabbed		02. Stranger		08. Co-Habitant		09. Step-Parent		13. Student		20. Employee		99. Other Known	
VICTIM / WITNESS	OFFINC Indicator	VW Code	#	Person Type	Name (Last, First, Middle or Business)				Residence Phone					
	1 - #1	<b>V</b>	<b>01</b>	<b>3</b>	<b>WATTS GORDON WAYNE</b>				<b>863 608-9880</b>					
	2 - #2													
	3 - Both													
	Address (Street, Apt. Number)				City		State		Zip		Business Phone			
	<b>821 ALICIA RD</b>				<b>LAKELAND</b>		<b>FL</b>		<b>33801</b>					
	Other Contact Info. (Time Available, Interpreter, etc.)						Synopsis of Involvement							
	<b>CELL# (863) 404-2109/ EMAIL: GWW1210@GMAIL.COM</b>						<b>V-1/ VICTIM OF BATTERY</b>							
	If VW Code is V, W or C Fill in this Line	Dom. Violence	Race	Sex	Date of Birth	Age	Res. Type	Res. Status	Extent of Injury	Injury Type(s)	Relationship	Ethnicity	Will Victim prefer charge?	
		<b>N</b>	<b>W</b>	<b>M</b>	<b>04/1966</b>	<b>51</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>03 00</b>	<b>20</b>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

<b>ADMINISTRATIVE</b>	Signature of Officer Reporting		Name of Officer Reporting		I.D. Number/Locator Code		Unit#		Date					
			<b>ROBBINS, J</b>		<b>0163</b>		<b>216</b>		<b>04/09/2018</b>					
	Signature of Officer Reviewing		Officer Reviewing (If Applicable)		I.D. Number				Date					
			<b>LOPEZ, T</b>		<b>0170</b>				<b>04/09/2018</b>					
	Case Status		I - Inactive		Clearance Type		A-Adult		Date Cleared		Arrest Number			
	CA - Cleared by Arrest		A - Active		1. Arrest		J-Juvenile							
	CF - Filed with State Atty		P - Pending		3. Unfounded									
	CE - Cleared Exceptionally				2. Exceptional									
	CU - Cleared Unfounded													
	Exception Type		1. Extradition Declined		2. Arrest on Primary Offense		3. Death of Offender		4. V / W Refused to Cooperate		5. Prosecution Declined		6. Juvenile/No Custody	
											Related Report Number(s)		Number Arrested	

FL0130900		Gang Related	N	<b>OFFENSE-INCIDENT REPORT</b>				Juvenile in Report	N	Juvenile Warn/Dismiss	1. Original	2. Supplement	1				
ADM	Date of Supplement			<b>Miami Springs Police Department</b>				Agency Report Number		Primary Offense Description							
								1800522		ASLT/BAT SIMP							
CODES	Suspect Race		Suspect Sex		Hair Length		Hair Style		Complexion		Build		Facial Hair				
	N-NIA W-White B-Black		N-NIA M-Male U-Unknown		L-Long M-Medium S-Short		A-Afro B-Braided C-Curly		ACN-Acne DK-Dark MED-Medium		HEV-Heavy MED-Medium THN-Thin		B-Beard/Goatee C-Beard & Mustache E-Ear Ring(s)				
SUSPECT OR MISSING PERSONS	OFFINC Indicator		Suspect Code		Code		Susp. #		Juvenile		Name (Last, First, Middle)						
	1 - #1 2 - #2 3 - Both		S-Suspect A-Arrestee E-Escaped M-Missing R-Rec. Missing Z-Other		S		01		N								
	Maiden Name				Nickname/Street Name				Place of Birth		Residence Phone						
											863						
	Last Known Address (Street, Apt. Number)						City		State		Zip		Business Phone				
	LANE						LAKELAND		FL		33813						
	Occupation				Employer/School				Address		Social Security Number						
	CONSTRUCTION																
	Driver's License State/Number				Immigration and Naturalization Number		Other ID. Number		OBTS Number		SCIC/NCIC						
	FL																
Clothing (Describe)						Scars/Marks/Tatoos (Location/Describe)											
Race		Sex		Date of Birth or Age		Height		Weight		Eye Color		Hair Color		Hair Length		Hair Style	
W		M				509		170		BRO		BRO		S		W	
Complexion		Build		Facial Hair		Teeth		Speech/Voice		Social Identifiers							
LT		THN															

**Narrative**

Watts contacted MSPD and advised he was battered by his employer [REDACTED] on the listed date and between the listed times at the listed hotel. Watts stated he and [REDACTED] were staying at the Clarion Inn (rm# 431). Watts stated [REDACTED] then confronted him about talking about a subject that [REDACTED] did not want Watts talking about with other employees. [REDACTED] then became irate and pushed Watts onto the bed and then started slapping him numerous times in his face, causing a minor cut to Watt's right eyebrow. Watts stated he did not fight back or call the police because he was worried about not having transportation back to Lakeland the next day.

The following day Watts and [REDACTED] were traveling back to Lakeland in [REDACTED]'s vehicle, at which time [REDACTED] back handed Watts in the face because Watt's was talking to much. It is unknown if the battery inside the Watt's vehicle occurred in Miami Springs jurisdiction. Watts stated he took photos of his injuries and e-mail them to the Miami Springs CPO. This report was taken over the telephone since victim is back in Lakeland.

ADMINISTRATIVE	Signature of Officer Reporting		Name of Officer Reporting		I.D. Number/Locator Code		Unit#		Date		
			ROBBINS, J		0163		216		04/09/2018		
	Signature of Officer Reviewing		Officer Reviewing (If Applicable)		I.D. Number				Date		
			LOPEZ, T		0170				04/09/2018		
Case Status		CF - Filed with State Atty		I - Inactive		Clearance Type		Date Cleared		Arrest Number	
CA - Cleared by Arrest CE - Cleared Exceptionally		CU - Cleared Unfounded		A - Active P - Pending		1 Arrest 2 Exceptional					
Exception Type		2. Arrest on Primary Offense Secondary Offense Without Prosecution		3. Death of Offender		5. Prosecution Declined 6. Juvenile/No Custody		Related Report Number(s)		Number Arrested	
1. Extradition Declined											

**Exhibit 'K-1' -- Gordon Wayne Watts filing**

Here are the tracking receipts for the Friday, 03-16-2018 filings in regard to **GMAC v. Watts, et. al., case number 1-18-0091**, before the Illinois First Appellate Court:

Notice, if you would, that I found the post office closed near the end of the business day, so the delivery rolled over til the next business day, Saturday, 03-17-2018:

Via FedEx Office, 3rd-Party Commercial carrier:

Tracking number: 7801-3137-1157 for the Notice of appeal paperwork sent to the Civil Appeals Division of Cook County, IL circuit court.

Tracking number: 7801-3139-7363 for the Mandamus filing I sent to Judge Flannery, which is required of me to serve him as a defendant party to this action.

Via USPS (the United States Postal Service), I sent to the following recipients said service copies:

- Richard Daniggelis c/o John Daniggelis
- Paul Shelton & Erika Rhone
- Richard Daniggelis via his old street address (the house/property that was stolen via mortgage fraud), which should get to him, as I understand he has mail forwarding
- Atty. Galic
- Robert J. More
- Associated Bank
- M.E.R.S.
- COHON/RAIZES
- Stewart Title
- Atty. Indyke
- Atty. Peter King
- Joseph Younes (home)
- Joseph Younes (work)

Gordon Wayne Watts (<http://GordonWatts.com> / <http://GordonWayneWatts.com>)  
Lakeland, Florida, U.S.A.//



Address: 4525 S FLORIDA AVE  
LAKELAND  
FL 33813  
Location: LALK  
Device ID: -BTC01  
Transaction: 910192905177

FedEx Ground  
780191371157 0.7 lbs. (S) 9.46  
Declared Value 0

Recipient Address: *Civil Appeals Division*  
Civil Appeals Division  
Richard J. Daley Center  
50 W Washington St., Rm 801  
Chicago, IL 60602  
3126035406

Scheduled Delivery Date is 3 business days.

Pricing option:  
STANDARD RATE

Package Information:  
YOUR PACKAGING  
12 x 9 x 1

FedEx Ground  
780191397363 0.8 lbs. (S) 9.46  
Declared Value 0

Recipient Address: *Judge Flannery*  
Honorable James P. Flannery  
Law Division  
50 W Washington St., Rm 2005  
Daley Center  
Chicago, IL 60602  
3126036343

Scheduled Delivery Date is 3 business days

Pricing option:  
STANDARD RATE

Package Information:  
YOUR PACKAGING  
12 x 9 x 1

Shipment subtotal: \$18.92  
Total Due: \$18.92

FedEx SENDER Account  
\*\*\*\*\*2650

M = Weight entered manually  
S = Weight read from scale  
T = Taxable item

Terms and Conditions apply. See  
fedex.com/us/service-guide for details.

Visit us at: fedex.com  
Or call 1.800.GoFedEx  
1.800.463.3339

Mar 17, 2018 2:53:44 PM

SOUTHSIDE BR  
6000 S FLORIDA AVENUE  
LAKELAND, FL 33813-9996

03/17/2018 03:19:12 PM

Product Description	Sale Qty	Receipt Unit Price	Final Price
---------------------	----------	--------------------	-------------

CHICAGO, IL 60614 Zone-5 First-Class Mail® Large Envelope 0 lb. 11 20 oz. * Expected Delivery Day Tuesday, March 20.			\$3.31
---	--	--	--------

Issue Postage: *Rich* \$3.31

Total: *John Dorigan* \$3.31

Paid by:  
DebitCard  
Account #: XXXXXXXXXXXXX0256  
Approval #:   
Transaction #: 149  
4445023595397-99  
Receipt #: 184057

SSK Transaction #: 37  
USPS® #: 114922-9552

Thanks.  
It's a pleasure to serve you.

ALL SALES FINAL ON STAMPS AND POSTAGE.  
REFUNDS FOR GUARANTEED SERVICES ONLY.

SOUTHSIDE BR  
6000 S FLORIDA AVENUE  
LAKELAND, FL 33813-9996

03/17/2018 03:40:47 PM

Product Description	Sale Qty	Receipt Unit Price	Final Price
---------------------	----------	--------------------	-------------

HINSDALE, IL 60521 Zone-5 First-Class Mail® Large Envelope 0 lb. 11 20 oz. * Expected Delivery Day Tuesday, March 20.			\$3.31
--	--	--	--------

Issue Postage: \$3.31

CHICAGO HEIGHTS, IL 60411 Zone-5 First-Class Mail® Large Envelope 0 lb. 11 20 oz. * Expected Delivery Day Tuesday, March 20.			\$3.31
---	--	--	--------

Issue Postage: *Rhone* \$3.31

Total: \$6.62

Paid by:  
MasterCard  
Account #: XXXXXXXXXXXXX0256  
Approval #: 031722  
Transaction #: 073  
4445023595397-99

SSK Transaction #: 39  
USPS® #: 114922-9552

Thanks.  
It's a pleasure to serve you.

ALL SALES FINAL ON STAMPS AND POSTAGE.  
REFUNDS FOR GUARANTEED SERVICES ONLY.



SOUTHSIDE BR  
6000 S FLORIDA AVENUE  
LAKELAND, FL 33813-9996

03/17/2018 03:23:37 PM

Product Description	Sale Qty	Receipt Unit Price	Final Price
---------------------	----------	--------------------	-------------

CHICAGO, IL 60614-5722		Rich	\$9.85
Zone-5			
Priority Mail 2-Day® with up to \$50.00 Insurance and USPS Tracking™ included			
% USPS Tracking #: 9505 5000 1793 8076 0002 67			
1 lb. 0.30 oz. <i>1720 N. Sedgwick</i>			
* Expected Delivery Day Monday, March 19. <i>Via Priority</i>			

Issue Postage: \$9.85

LA GRANGE PARK, IL 60526			\$3.31
Zone-5 <i>GALIC</i>			
First-Class Mail® Large Envelope			
0 lb. 11.20 oz.			
* Expected Delivery Day Tuesday, March 20.			

Issue Postage: \$3.31

CHICAGO, IL 60680		More	\$3.31
Zone-5			
First-Class Mail® Large Envelope			
0 lb. 11.20 oz.			
* Expected Delivery Day Tuesday, March 20.			

Issue Postage: \$3.31

GREEN BAY WI 54301		Associated Bank	\$3.31
Zone-6			
First-Class Mail® Large Envelope			
0 lb. 11.20 oz.			
* Expected Delivery Day Tuesday, March 20.			

Issue Postage: \$3.31

DANVILLE, IL 61834-4512		M.E.R.S.	\$9.85
Zone-5			
Priority Mail 2-Day® with up to \$50.00 Insurance and USPS Tracking™ included			
% USPS Tracking #: 9505 5000 1793 8076 0002 74			
1 lb. 0.20 oz.			
* Expected Delivery Day Monday, March 19.			

Issue Postage: \$9.85

CHICAGO, IL 60604		COLON / RATZES®	\$3.31
Zone-5			
First-Class Mail® Large Envelope			
0 lb. 11.20 oz.			
* Expected Delivery Day Tuesday, March 20.			

Issue Postage: \$3.31

CHICAGO, IL 60601		Steward Title	\$3.31
Zone-5			

Zone-5	COLON / RATZES®
First-Class Mail® Large Envelope	
0 lb. 11.20 oz.	
* Expected Delivery Day Tuesday, March 20.	

Issue Postage: \$3.31

CHICAGO, IL 60601		Steward Title	\$3.31
Zone-5			
First-Class Mail® Large Envelope			
0 lb. 11.20 oz.			
* Expected Delivery Day Tuesday, March 20.			

Issue Postage: \$3.31

CHICAGO, IL 60601		INDYKE	\$3.31
Zone-5			
First-Class Mail® Large Envelope			
0 lb. 11.20 oz.			
* Expected Delivery Day Tuesday, March 20.			

Issue Postage: \$3.31

CHICAGO, IL 60602		KING	\$3.31
Zone-5			
First-Class Mail® Large Envelope			
0 lb. 11.20 oz.			
* Expected Delivery Day Tuesday, March 20.			

Issue Postage: \$3.31

CHICAGO, IL 60645		Younis (Home)	\$3.31
Zone-5			
First-Class Mail® Large Envelope			
0 lb. 11.20 oz.			
* Expected Delivery Day Tuesday, March 20.			

Issue Postage: \$3.31

CHICAGO, IL 60602		Younis (Work)	\$3.31
Zone-5			
First-Class Mail® Large Envelope			
0 lb. 11.20 oz.			
* Expected Delivery Day Tuesday, March 20.			

Issue Postage: \$3.31

Total: \$49.49

Paid by: MasterCard \$49.49  
Account #: XXXXXXXXXXXX0256  
Approval #: 031721  
Transaction #: 072  
4445023595397-99

SSK Transaction #: 38  
USPS® #: 114922-9552

% Text your tracking number to 2877 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit USPS.com USPS Tracking or call 1-800-222-1811, or use this self-service kiosk (or any self-service kiosk at other Postal locations).

Save this receipt as evidence of insurance. For information on filing an insurance claim go to <https://www.usps.com/help/claims.htm>.

Thanks.  
It's a pleasure to serve you.

ALL SALES FINAL ON STAMPS AND POSTAGE. REFUNDS FOR GUARANTEED SERVICES ONLY.

**\*\* Exhibit 'K-2' -- Gordon Wayne Watts filing**

Gordon Watts <gww1210@gmail.com>



**Filing Accepted for Case: 1-18-0538; Interlocutory Appeal Permissive Admin hearing de novo 306(a)(6) Civil; Envelope Number: 737086**

no-reply@tylerhost.net <no-reply@tylerhost.net>  
To: gww1210@gmail.com

Mon, Mar 19, 2018 at 2:56 PM



**Filing Accepted**

Envelope Number: 737086  
Case Number: 1-18-0538  
Case Style: Interlocutory Appeal Permissive Admin hearing de novo 306(a)(6) Civil

The filing below was reviewed and has been accepted by the clerk's office. You may access the file stamped copy of the document filed by clicking on the below link.

Filing Details	
Court	File & Serve
Case Number	1-18-0538
Case Style	Interlocutory Appeal Permissive Admin hearing de novo 306(a)(6) Civil
Date/Time Submitted	3/19/2018 1:04 PM CST
Date/Time Accepted	3/19/2018 1:56 PM CST
Accepted Comments	
Filing Type	EFile
Filing Description	IL Constitution, Art. VI, sec 6, gives APPELLATE courts original jurisdiction to complete mandamus review of 1-18-0091 to compel circuit court to obey law. If you doubt, check with chief clerk, but please comply with IL Constitution and place this before Justices for review. Thank you. GW
Activity Requested	Petition for Leave to Appeal
Filed By	Gordon Watts
Filing Attorney	

Document Details	
Lead Document	Mon19Mar2018_PetWritMANDAMUS_WATTS.pdf
Lead Document Page Count	9
File Stamped Copy	<a href="#">Download Document</a>
This link is active for 60 days.	

If the link above is not accessible, copy this URL into your browser's address bar to view the document:  
<https://illinois.tylerhost.net/ViewDocuments.aspx?FID=b67ce5b3-b3e8-4b72-8109-4bc366e60af5>

**Please Note:** If you have not already done so, be sure to add yourself as a service contact on this case in order to receive eService.

For technical assistance, contact your service provider



ODYSSEY  
eFileLL

™ Need Help? [Help](#)

Visit: <https://illinois.tylerhost.net/ofswb>

Please do not reply to this email. It was automatically generated.



**\*\* Exhibit 'K-3' -- Gordon Wayne Watts filing**

Gordon Watts <gww1210@gmail.com>

## **GMAC v Watts (1-18-0578 IL 1st App Ct) Notice of Appearance filed w/ Docketing Statement & Fee Waiver Application**

**gww1210@aol.com** <gww1210@aol.com>

Thu, Mar 29, 2018 at 3:07 AM

To: gww1210@aol.com, Law@cookcountycourt.com, Diane.Shelley@cookcountyiil.gov, James.Flannery@cookcountyiil.gov, Timothy.Evans@cookcountyiil.gov, Tim.Evans@cookcountyiil.gov, PAOBrien@cookcountycourt.com, ccc.LawCalendarW@cookcountyiil.gov, AndjelkoGalic@hotmail.com, AGForeclosureDefense@gmail.com, Anselm45@gmail.com, ThirstForJustice@yahoo.com, Pking@khl-law.com, Pking@kingholloway.com, RIndyke@sbcglobal.net, PMSA136@gmail.com, PLShelton@sbcglobal.net, JoeYounes@sbcglobal.net, RoJoe69@yahoo.com, Hugh@hughdhowardlaw.com, HowardHughD@gmail.com, HughHowardWeb@gmail.com, AmyM@merscorp.com, AmyM@mersinc.org, SandraT@mersinc.org, SandraT@merscorp.com, JanisS@merscorp.com, JanisS@mersinc.org, SharonH@mersinc.org, SharonH@merscorp.com, KarmelaL@mersinc.org, KarmelaL@merscorp.com, Gww1210@gmail.com, GGGGGGGGGGGFFF@aol.com

Cc: iTeam@abc.com, Jason.R.Knowles@abc.com, WLS.Desk@abc.com, Chuck.Goudie@abc.com, AssignmentDesk@nbcuni.com, isee@nbcchicago.com, tips@nbcchicago.com, tips@cbschicago.com, wbbmnewsradiohost@entercom.com, wbbmnewsradiohost@cbsradio.com, wbbmnewsradiotips@entercom.com, wbbmnewsradiotips@cbsradio.com, DRWhite@cbs.com, jjlevine@cbs.com, DLBlom@cbs.com, wbbmtvdesk@cbs.com, HCPAHL@cbs.com, MMEsparza@cbs.com, dvsavini@cbs.com, pzekman@cbs.com, News@foxchicago.com, Amy.Matheson@foxtv.com, Dane.Placko@foxtv.com, Info@moody.edu, Kurt@moody.edu, Dan.Craig@moody.edu, ChicagoBreaking@chicagotribune.com, Asachdev@chicagotribune.com, Asachdev@tribpub.com, JsKass@tribune.com, tis-dnsadmin@tribpub.com, byerak@chicagotribune.com, WLee@chicagotribune.com, JsKass@chicagotribune.com, PKendall@chicagotribune.com, jskass@aol.com, WLee@tribune.com, GPapaJohn@chicagotribune.com, BBrown@chicagotribune.com, ctc-NorthWest@chicagotribune.com, ChicagoLand@chicagotribune.com, tips@chicagotribune.com, Geoff.Dankert@cbsradio.com, Geoff.Dankert@entercom.com, Jmann@cbs.com, Julie.Mann@entercom.com, ron.gleason@cbsradio.com, ron.gleason@entercom.com, ssmiller@wbbm-am.com, Stephen.Miller@entercom.com, pbiasco2@gmail.com, Pbiasco@dnainfo.com, Tcox@dnainfo.com, steve@steveance.net, info@chicagocityscape.com, SRN\_News@yahoo.com, LenzVideo@yahoo.com, info@oneillinois.com

### **\* GMAC v Watts (1-18-0578 IL 1st Appellate Court), Notice of Appearance filed with Docketing Statement & Fee Waiver Application.**

#### **Court and Counsel:**

I have just filed my required Docketing Statement and Notice of Appearance in **GMAC v. Watts, 1-18-0572**, before the IL 1st Appellate Court, along with the required Fee Waiver Application for such filing. The reviewing court rules require me to serve **you** both my docketing statement \*and\* my fee waiver app (see the approved form in the attachments, here, to verify), so I am. (*I know a fee waiver app is boring, but this is the local court rule.*)

There were some exhibits (which you were already served by hard copy as indicated in my Certificate of Service), but they were probably too large for most email clients, and you may pick them up online, at my Open Source (free download) docket, in the above-style case. The electronic copy of Exhibit A1 had extra, unrelated material not in the service copies, which is legally irrelevant (bundled in that particular public records request), but should you desire the extra filings (affidavits, etc.), you can access them online—or via the court's records:

<http://www.GordonWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html>

or here

<http://www.GordonWayneWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html>

The appeal in 1-18-0091 is distinct from this appeal, in that this appeal regards the fee waiver order in the trial

court—not the merits of the case. (And the Mandamus action, 1-18-0538, is also distinct, but related.)

**\*\* P.S.: Please note, in the cc line of this email, the current and updated service addresses all parties, as there have been a few additions/deletions, since last time. \*\***

Besides (#1) the hard copies served via U.S. Postal Mail, and (#2) the electronic copy of my filing, served, hereto (and #3 via court-approved efilings), you can, for your convenience, also (#4) pick up your copies of the all the key filings, on my Open Source (free) online docket—which appears to be up-to-date—in the above-captioned case (and related cases), linked as front-page news on my namesake blogs, GordonWatts.com or GordonWayneWatts.com – or directly linked above – which, unlike the court's docket, has downloads available: [https://courtlink.lexisnexis.com/cookcounty/FindDock.aspx?NCASE=2007-CH-29738&SearchType=0&Database=2&case\\_no=&PLtype=1](https://courtlink.lexisnexis.com/cookcounty/FindDock.aspx?NCASE=2007-CH-29738&SearchType=0&Database=2&case_no=&PLtype=1) ;

Let me remind everyone that there's a CASE MANAGEMENT CALL in Court Room 1105, before Hon. Patrice Munzel Ball-Reed, Associate Judge, CIVIL DIVISION, in the related Housing/Code case, at 11:00am CST, on Thursday, 5 April 2018, the sister-case, **where Mr. Younes is also a defendant, City of Chicago v. Younes et. al., case #: 2017-M1-400775**. Here's the Court's docket to verify:

<https://courtlink.lexisnexis.com/cookcounty/FindDock.aspx?DocketKey=CABH0MB0EAAHHF0MD>

For your reference, this code violation case is the one which was featured in at least seven (7) recent DNAinfo stories, and other news sources—two of which are shown here for brevity:

\*\* “Rotted’ Historic Building In Old Town Triangle Could Be Seized By City,” by Ted Cox, *DNAinfo*, March 30, 2017:

<https://www.dnainfo.com/chicago/20170330/old-town/rotted-historic-building-old-town-triangle-could-be-seized-by-city>

\*\* “Rotted’ Old Town House Owner Given 45 Days To Come Up With Repair Plan,” by Ted Cox, *DNAinfo*, September

01, 2017: <https://www.dnainfo.com/chicago/20170901/old-town/rotted-old-town-house-owner-given-45-days-come-up-with-repair-plan>

—and several related stories *The Register*, for which I'm the editor-in-chief, & more-recently, *ChicagoCityScape*:

\*\* “Landmarks commission still threatening fines if house in historic district isn't worked on once building permit is issued,” by Ted Cox, *ChicagoCityScape*, November 09, 2017:

<https://blog.ChicagoCityScape.com/landmarks-commission-still-threatening-fines-if-house-in-historic-district-isnt-worked-on-once-390f052a2ab2>

Both the Housing and Law Division filings are docketed on the Open-source docket above, on my personal blog. Or, you could wait for the hard copies, which are in the mail to you, as required by Court rules. Should you lose these links, above, my open-source docket is still linked through the front-page news item in question, on *The Register*, my namesake blogs.

Best,

Gordon Wayne Watts

821 Alicia Road, Lakeland, FL 33801-2113

PH: (863) 688-9880 [home] or (863) 409-2109 [cell]

Web: <http://www.GordonWatts.com> / <http://www.GordonWayneWatts.com>

Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@gmail.com](mailto:Gww1210@gmail.com)

Court filings attached in PDF format.///

---/

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## 2 attachments



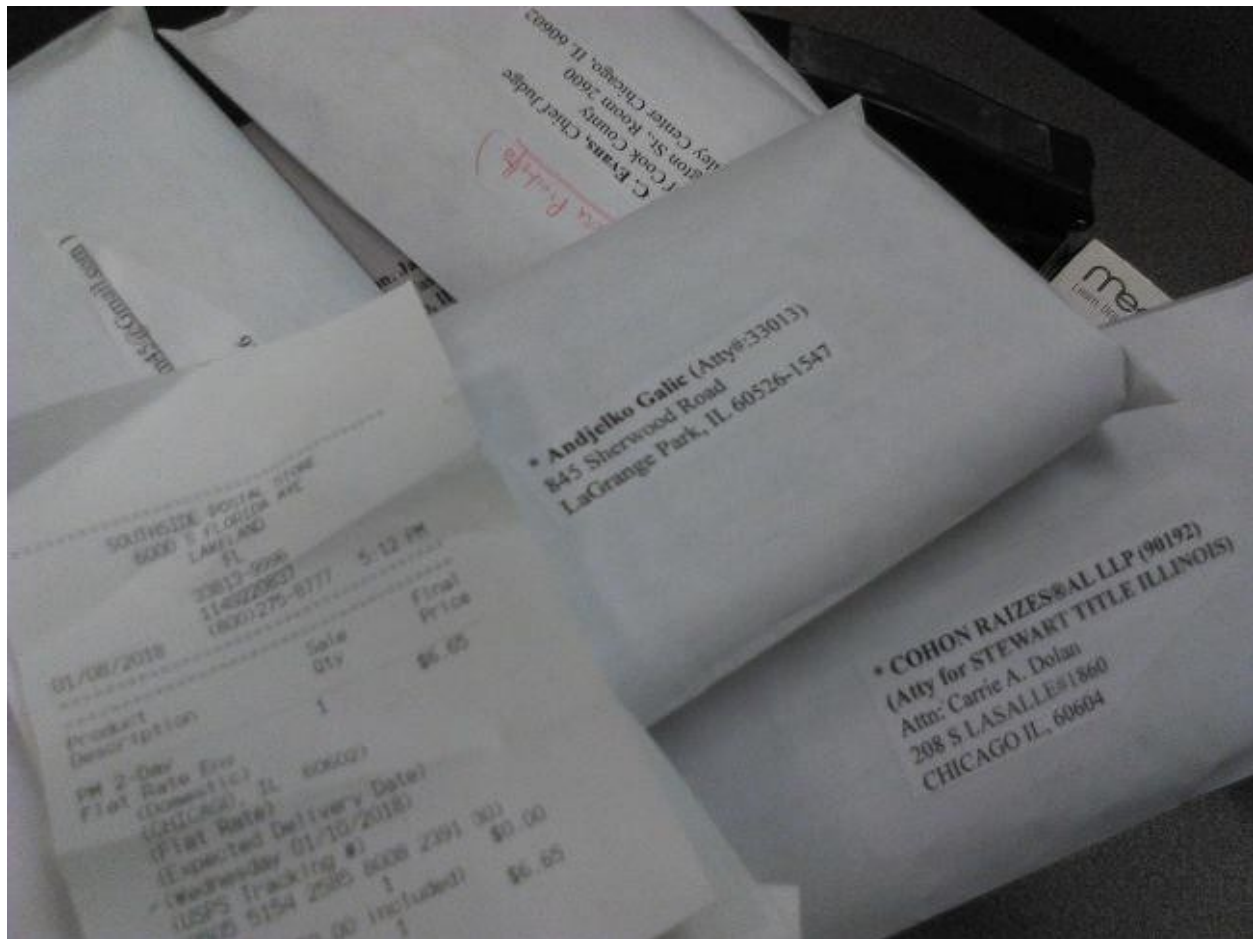
1-18-0572-DockStat\_Appearence\_WATTS.pdf  
907K



1-18-0572-APPELLATE-FeeWaiverApp.pdf  
1011K

**\*\* Exhibit 'K-4' -- Gordon Wayne Watts filing****“Exhibit-E” – GMAC v. Watts, et al., 1-18-0091 ( ILLINOIS First Appellate Court)**

**DESCRIPTION:** This is documentation of returned mail, from service copies of that which I served in the above-captioned case.



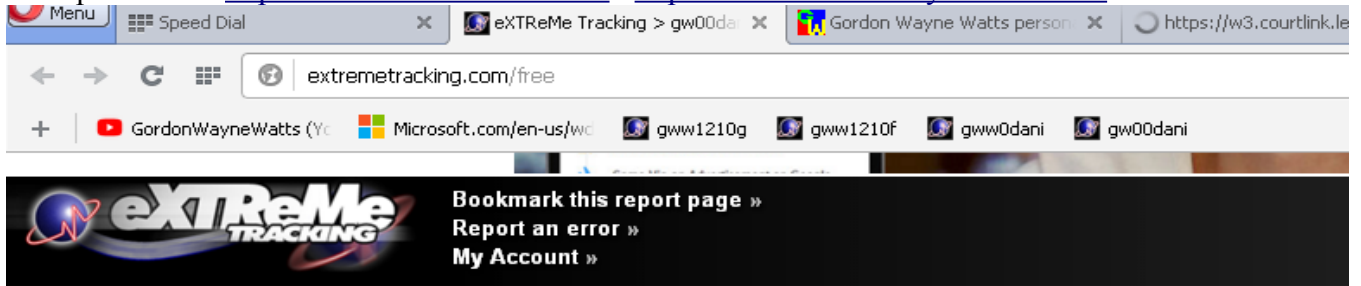
**\* Main purpose :** To clearly document which 'service addresses' are bad – in order that The ILLINOIS First Appellate Court might have the “most accurate” Service List available.

**\* Axillary Purpose :** Since I'm an “unknown” & a non-Lawyer litigant, there may be questions about whether I'm “really” serving **all** the parties, as I'm required to do by law. I'm human – I will admit – but, on my honour, I'm attempting to comply with court rules, and thereby show proper respect to **all** the litigants—**and** The Court. *Let this serve as documentation.*

*P.S.: Lest there be any lingering doubt, please refer to my recent Certificates of Service, which affirm [#1] Electronic Filing, [#2] Hard Copies (via USPS or FedEx), [#3] posting of filings online [See Screenshot, below], and [#4] Service by email, if known*

**Electronically Signed: /s/Appellant, Gordon Wayne Watts**

“\* Additionally, I shall, when practically possible, post a TRUE COPY of this filing –and related filings –online at my official websites, *infra* –linked at the “Mortgage Fraud” story, dated Fri. 14 April 2017... <http://www.GordonWatts.com> / <http://www.GordonWayneWatts.com>” **PROOF:**



Free Tracker Account: **gw00dani**  
 Tracking: [gordonwatts.com/MortgageFraudCourtD..](http://gordonwatts.com/MortgageFraudCourtD..)  
 Total Visitors: **1,046**  
 Counting since: **30 November 2015**  
 Current report: **13 Mar 2018 / 23:56**



**Date and Time Properties**

Date & Time | Time Zone | Internet Time

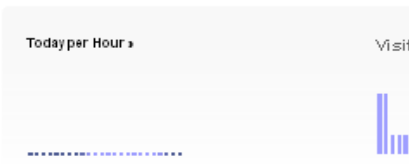
Date: March 2018

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Time: 12:06:29 AM

Current time zone: Eastern Daylight Time

OK Cancel Apply



Sources Searchengines

**All Time**

United States	994	99.10%
United Kingdom	2	0.20%
Ukraine	1	0.10%
Nigeria	1	0.10%
China	1	0.10%
India	1	0.10%
Turkey	1	0.10%
Ireland	1	0.10%
Canada	1	0.10%

Week

Week

Week

Computers

Resolu

tes 1 100.00%

**Last 50 / 20,000 Visitors**

Display Visitors with:  Default  IP Name  IP Address  ISP Name

Date	Visitor - Country	PV	TS	Referrer / Search Engine / Query
13 Mar, Tue, 14:26:37	<a href="#">Southern Illinois University</a>	1-1	-	Search on <a href="#">Google.com</a>
12 Mar, Mon, 12:20:45	<a href="#">Cogent, Chicago</a>	1-1	-	Search on <a href="#">Google.com</a>
10 Mar, Sat, 21:38:25	<a href="#">University of Chicago</a>	4-4	00:27	Search on <a href="#">Google.com</a>
10 Mar, Sat, 19:19:53	<a href="#">Comcast, Elk Grove Village</a>	1-21	-	<a href="#">gordonwatts.com/</a>
10 Mar, Sat, 13:17:57	<a href="#">Sprint PCS</a>	2-2	01:13	-
09 Mar, Fri, 23:36:31	<a href="#">T-Mobile, Miami</a>	1-1	-	<a href="#">extremetracking.com/free?login=gw00dani</a>
08 Mar, Thu, 20:55:05	<a href="#">T-Mobile, Jacksonville</a>	1-1	-	<a href="#">extremetracking.com/free?login=gw00dani</a>
08 Mar, Thu, 20:37:18	<a href="#">T-Mobile, Jacksonville</a>	1-1	-	<a href="#">extremetracking.com/free?login=gw00dani</a>
08 Mar, Thu, 20:26:55	<a href="#">T-Mobile, Jacksonville</a>	1-1	-	<a href="#">extremetracking.com/free?login=gw00dani</a>
08 Mar, Thu, 00:36:01	<a href="#">Time, Racine</a>	1-1	-	Search on <a href="#">Google.com</a>

Gordon Wayne Watts  
GordonWatts.com // Gordon Wayne Watts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

*Received in postal mail  
by me myself today Tuesday,  
23 February 2018 - (Dedrick Watts)*

**CURRRRES 606144085-1N 01/25/18**  
**EXCEPTIONAL ADDRESS FORMAT,**  
**MAIL PIECE TO BE DELIVERED**  
**AS ADDRESSED UNLESS SPECIFIC**  
**REASON FOR NON-DELIVERY EXISTS.**  
**CARRIER: REMOVE LABEL BEFORE DELIVERY**

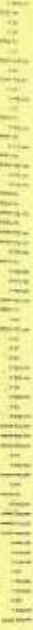
559933>99999  
U7F



**\* Unknown Owners/NonRecord Claimants**  
1720 North Sedgwick St.  
Chicago, IL 60614-5722

NIXIE 600 CC 1 0202/12/18  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

MANUAL PROC REQ \*2276-06974-05-39



Gordon Wayne Watts  
GordonWatts.com or GordonWayneWatts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

*Received back-  
as RETURNED MAIL ->  
to me, today,  
Friday, 23 February 2018.  
- Dedrick Watts  
Gordon Wayne Watts*

**RE: GMAC, LLC v. Daniggelis, Watts, Younes, et. al.**  
**General No.: 1-18-0091**  
**\* Unknown Owners/NonRecord Claimants**  
1720 North Sedgwick St.  
Chicago, IL 60614-5722

NIXIE 600 FE 1 0002/14/18  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD



559933>99999  
U7F



Gordon Wayne Watts  
GordonWatts.com // GordonWayneWatts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

RETURNED MAIL

Received by  
U.S. Postal Mail  
on SATURDAY  
03 February 2018  
by mt.  
Distributing  
Gordon Wayne Watts

33801>2113 UTF

\*MERS (Mortgage Electronic Registration Systems, Inc.)  
1595 Springhill road, Suite 310  
Vienna, VA 22182

U.S. POSTAGE  
\$0.91  
FCH LETTER  
33813  
Date of sale  
01/08/18  
06 2500 SS  
08259617



NAME  
201 1 E 1 5001/21/18  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 33801211321 \*0817-07092-16-33

Gordon Wayne Watts  
GordonWatts.com // GordonWayneWatts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

UTF c-17  
Jul, 1-11-18

Received back to myself  
on Monday, 22 January 2018  
Distributing



U.S. POSTAGE  
\$0.49  
33813  
Date of sale  
01/08/18  
06 2500 SS  
08259617



\* Paul L. Shelton [PH: 630-986-5555]  
10 North Adams Street  
Hinsdale, IL 60521

NIXIE  
605214034-1N  
01/16/18

RETURN TO SENDER  
UNABLE TO FORWARD  
UNABLE TO SENDER  
RETURN TO SENDER

NIXIE

NAME  
201 1 E 1 5001/21/18  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 33801211321 \*0817-07092-16-33

Gordon Wayne Watts  
GordonWatts.com or GordonWayneWatts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

*Rec'd Friday, 16 February 2018  
by me, myself  
Gordon Wayne Watts  
Gordon Wayne Watts*



RE: GMAC, LLC v. Daniggelis, Watts, Younes, et. al.  
General No.: 1-18-0091  
\* MERS  
(Mortgage Electronic Registration Systems, Inc.)  
1595 Springhill road, Suite 310  
Vienna, VA 22182

NIXIE 207 FE 1 0002/05/18  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 33801211321 \*0401-05155-22-46

33801>2113

Gordon Wayne Watts  
GordonWatts.com or GordonWayneWatts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

*WATT  
2-17-18  
H.W.  
(FRIDAY)  
Rec'd Fri 16 February 2018  
by me, myself  
Gordon Wayne Watts  
Gordon Wayne Watts*



U.S. POSTAGE \$0.91  
FCM LETTER  
33813  
Date of sale 01/20/18  
A75880 2 1004304  
06 08259617

RE: GMAC, LLC v. Daniggelis, Watts, Younes, et. al.  
General No.: 1-18-0091  
\* Paul L. Shelton  
10 North Adams Street  
Hinsdale, IL 60521

NIXIE 500 4E 1 0202/01/18  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 33801211321 \*0601-04943-22-46

33801>2113

Gordon Wayne Watts  
GordonWatts.com or GordonWayneWatts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

*Rec'd Tue 13 February 2018  
by me, myself -  
Gordon Wayne Watts  
Gordon Wayne Watts*

RE: GMAC, LLC v. Daniggelis, Watts, Younes, et. al.  
General No.: 1-18-0091  
\* John P. LaRocque  
2 Orchard Place  
Hinsdale, IL 60521

U.S. POSTAGE \$42  
FCM LETTER  
33813  
Date of sale 01/20/18  
08259617  
KSS

U.S. POSTAGE \$49  
33813  
Date of sale 01/20/18  
06 2500  
08259617



600 N7E 1 617C0201/30/18  
RETURN TO SENDER  
LAROCQUE MOVED LEFT NO ADDRESS  
UNABLE TO FORWARD  
RETURN TO SENDER \*2376-01791-30-24  
BC: 33801211321

FWD  
338012113

Gordon Wayne Watts  
GordonWatts.com // GordonWayneWatts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

RETURNED MAIL:  
*Received in postal mail  
by me, myself, today on  
Monday 12 February 2018.  
- Gordon Wayne Watts  
Gordon Wayne Watts \**



\* Erika R. Rhone  
9948 South Normal  
Chicago, IL 60628-1229

600 DE 1 0001/24/18  
RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD  
BC: 33801211321

VAC  
338012113 C05  
338012113

Gordon Wayne Watts  
GordonWatts.com // GordonWayneWatts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

*JTW*  
*Received back to ME @ home address on Tuesday, 30 January 2018. - Deborah Watts*

33801>2

\* Paul L. Shelton  
c/o: Shelton Law Group, LLC,  
1010 Jorie Blvd. #144  
Oak Brook, IL 60523

NIXIE 600 FE 1  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
\*1176-87948-24-25



Gordon Wayne Watts  
GordonWatts.com or GordonWayneWatts.com  
821 Alicia Road  
Lakeland, FL 33801-2113

*JTW*  
*Received back as returned mail-by myself - on SATURDAY, 10 February 2018. - Deborah Watts*

RE: GMAC, LLC v. Daniggelis, Watts, Younes, et. al.  
General No.: 1-18-0091  
Paul L. Shelton, c/o: Shelton Law Group, LLC  
1010 Jorie Blvd. #144  
Oak Brook, IL 60523

U.S. POSTAGE \$0.42  
FCH LETTER 33813  
Date of sale 01/20/18  
KSS 08259617



U.S. POSTAGE \$0.49  
33813  
Date of sale 01/20/18  
KSS 08259617

NIXIE 605234027-1N 009 02/06/18  
RETURN TO SENDER  
UNABLE TO FORWARD  
UNABLE TO FORWARD



**Exhibit 'K-5' -- Gordon Wayne Watts filing**



← Old Mail [trash icon] [envelope icon] [three dots icon]

← Old Mail [trash icon] [envelope icon] [three dots icon]

<gww1210@aol.com> wrote:

Mr. Robert J. More:

You told me on the phone that you consented only to email service in my court cases, GMAC v Watts, etc, in Illinois state courts, and not hard copy (postal mail, etc.), to avoid unnecessary waste of limited resources.

Please confirm this, for the record, and please reply to all.

Thank you,

Gordon Wayne Watts  
Lakeland, Fla.  
[www.gordonwatts.com](http://www.gordonwatts.com)  
[www.gordonwaynec.com](http://www.gordonwaynec.com)

Sent from AOL Mobile Mail



From Robert More <anselm45@gmail.com>  
To Gww1210 <gww1210@aol.com>

See Less Sun, Apr 1, 2018 6:55 PM

Re: RJM's request to waive hard copy service

Confirmed  
/s/Robert J. More

On Sun, Apr 1, 2018 at 5:50 PM,  
<gww1210@aol.com> wrote:

Mr. Robert J. More:

You told me on the phone that you consented only to email service in my court cases, GMAC v Watts, etc, in Illinois state courts, and not hard copy (postal mail, etc.), to avoid unnecessary waste of limited





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## Atty. Richard Indyke -still confused regarding Daniggelis

---

**gww1210@aol.com** <gww1210@aol.com>

Sun, Apr 1, 2018 at 7:42 PM

To: rindyke@sbcglobal.net

Cc: gww1210@aol.com, gww1210@gmail.com, Gww12102002@yahoo.com, gordonwaynewatts@aol.com, gordonwaynewatts@hotmail.com

### Attorney Indyke:

I know you didn't want me to reply to your email, and I understand the frustration of getting unwanted correspondence (junk mail in my mailbox, spam email in my email, unsolicited phone calls from telemarketers, etc.).

**Please rest assured that I am trying my best to accommodate your request to not bother you further** (for 3 reasons: **((A))**

**LEGAL:** It might be illegal to send you unwanted correspondence; **((B)) MORAL:** I am a Christian, and while I'm not perfect I do have a conscience, and don't wish to vex or irritate anyone, be they friend, enemy, or total stranger; and, **((C)) PRACTICAL:** As a practical matter, the less 1st class U.S. Postal Mail I have to send out to my "Service List" in my 3 pending cases in the ILLINOIS 1st Appellate Court, the \*less\* costs to me. [[These 3 cases: 1-18-0091, the mortgage fraud appeal, 1-18-0538, the Art.VI,Sec.6 Mandamus action, and 1-18-0572, the appeal of the intervention, fee waiver, & record prep denial.]]

However, after consulting with several legal scholars, they inform me that *any* party to the lower court case (such as U.S. Bank, one of your clients) is automatically a party to any appeals (such as my 2 appeals and my 1 original action, above), and must be served: I am bound by the Law and the Rules of the Court regarding Service and "Certificate of Service" of the parties of record.

If you wish to stop receiving "Service Copies" of my filings in these 3 cases, I have 4 possible solutions:

- 1) You might inform me that you consent **\*\*ONLY\*\*** to electronic service (email), and waive your right to receive hard copies (1st class mail, 3rd-party commercial carrier, etc.), and, as I did with one other
- 2) If you inform me that you no longer represent US Bank at all, that might work, but I won't be convinced unless you can either show me in the record who represents them, *or get "leave" (permission) of the court to be excused as their attorney*. I did look at both the Chancery <https://w3.courtlink.lexisnexis.com/cookcounty/Finddock.asp?DocketKey=CAAH0CH0CJHDIOCH> and Law [https://courtlink.lexisnexis.com/cookcounty/FindDock.aspx?NCase=2007-CH-29738&SearchType=0&Database=2&case\\_no=&PLtype=1&sname=&CDate=](https://courtlink.lexisnexis.com/cookcounty/FindDock.aspx?NCase=2007-CH-29738&SearchType=0&Database=2&case_no=&PLtype=1&sname=&CDate=) Division cases in GMAC v Daniggelis, et al., case number 2007-CH-29738, and rest assured, I looked for another attorney or firm who picked up and "finished" where you left off, but I could not identify any firm. The closest I came was Pierce & Associates, but they represented the plaintiff, GMAC, not U.S. Bank. [If you can find the new firm in the record, I'll replace you with them on the service list.]
- 3) If there is some case law or rules of the court (IL Supreme Court rules, local rules of the 1st appellate court, etc.), or statutory law that I have missed that can show how you might be excused as a party to the appeal, when your client was a party in the lower court case, I am open to reviewing that.
- 4) As hinted in '2' above, you might petition the court for leave drop out of the case; I have provided the case numbers, and such a motion is quick & easy.

If you reply, and help me out, here, I can accommodate your request the best, but if you don't reply, I will enter into the record your request here, and interpret & infer this as a request to stop receiving hard copies, and -- instead -- to get email

service only, and to so note in my Certificate of Service and my Service List.

P.S.: I am sorry for any inconvenience I have quite obviously caused you, but, Mr. Indyke, with all due respect, Mr. Daniggelis is like a grandfather to me, and besides the very obvious monies I'mowed for services rendered (which give rise to my Intervention action), I am very upset that his house & land (and with hundreds of thousands of dollars of equity, as other litigants have documented in the Chancery case) were stolen via Mortgage Fraud, making him homeless, and forcing him to sleep in his rental van -- even if only for a short period of time -- and all that without being paid a dime for his family house, which has been in his family for generations.

Thank you for any clarification you can afford me, in other words, I'm trying to help you, but I "need a little help" to do so. [[Please "reply to all" just to make sure I get your response.]] *With kind regard, I am, Sincerely,*

**Gordon Wayne Watts**

-----Original Message-----

**From:** Richard Indyke <rindyke@sbcglobal.net>

**To:** Gordon Wayne Watts <gww1210@aol.com>

**Sent:** Sat, Mar 31, 2018 7:53 pm

**Subject:** Re: Atty. Richard Indyke -still confused regarding Daniggelis

I was co-counsel in the Chancery case, the foreclosure firm finished the matter. If there is an appeal in the Chancery case, I never was served with notice. The record gives you the name of the other firm that filed the foreclosure. Please do not reply.

Sent from my iPhone

On Mar 30, 2018, at 4:40 PM, [gww1210@aol.com](mailto:gww1210@aol.com) wrote:

Attorney Indyke -- thank you, again, for replying earlier today, but when I was checking my email earlier, I was using my tiny "smartphone" and could not intelligently reference your reply. -  
- In any event, I'm still a bit confused about your role (and I threw you into the Service List in order to keep The Courts in a good mood, and show them I'm doing my job). I looked into my old archives, & it appears you used to represent US Bank Nat'l Ass'n. --

\*-\* Is US Bank a party in either the of the "trial court" cases? (E.g., Chancery or the Law Division case, both with the same case number? (E.g., 2007-CH-29738)?? (I am not sure of the rules of the appellate court, as to whether a party to a trial court case is automatically a party in an appeal, but I assumed ""yes" just to play it safe & be on the safe side.

\*-\* Did the courts ever excuse your client, US Bank, as a party?

\*-\* Also, did the courts ever give you leave (permission) to stop representing them? (I'm not sure if that's even needed, but if they're a party in the lower courts, and you're permitted by the court rules to drop them as a client, then I might be justified in not serving you pleadings in this case.) *Sorry for any headaches* -- but, even in a worst case scenario, I would end up serving you non-relevant court docs (which is OK, as IS public record, and NOT confidential), and you'd end up with "useless" but interesting reading materials. (If that's the case, my apologies, but I don't want to get on the bad side of the courts: They ARE bigger than me.)

Thank you, in advance, if you can clarify the current situation on these matters.

Gordon Wayne Watts

821 Alicia Road, Lakeland, FL 33801-2113

PH: (863) 688-9880 [home] or (863) 409-2109 [cell]

Web: <http://www.GordonWatts.com> / <http://www.GordonWayneWatts.com>

Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@gmail.com](mailto:Gww1210@gmail.com)

----/

**-----Original Message-----**

From: gww1210 <[gww1210@aol.com](mailto:gww1210@aol.com)>

To: Richard Indyke <[rindyke@sbcglobal.net](mailto:rindyke@sbcglobal.net)>

Cc: Gordon Wayne Watts <[gww1210@gmail.com](mailto:gww1210@gmail.com)>; Gordon Wayne Watts <[gww1210@aol.com](mailto:gww1210@aol.com)>

Sent: Fri, Mar 30, 2018 12:49 pm

Subject: RE: Daniggelis

**Thank you, Richard, for the update.**

**Gordon**

**Sent from AOL Mobile Mail**

---

On Thursday, March 29, 2018 Richard Indyke <[rindyke@sbcglobal.net](mailto:rindyke@sbcglobal.net)> wrote:

**Dear sir I am not representing anyone in the case on appeal. My new address is 111S Washington Ave suite 105 Park Ridge,IL 60068**

**Sent from my iPhone**



**\*\* Exhibit 'L' == Gordon Wayne Watts filing**

ELECTRONICALLY FILED  
1/22/2018 6:33 PM  
2007-CH-29738  
CALENDAR: W

This form is approved by the Illinois Supreme Court and is required to be accepted in all Illinois courts.

STATE OF ILLINOIS, CIRCUIT COURT <u>Cook</u> COUNTY	APPLICATION FOR WAIVER OF COURT FEES	For Court Use PAGE 1 of 9 CIRCUIT COURT OF COOK COUNTY, ILLINOIS LAW DIVISION CLERK DOROTHY BROWN
<b>Instructions</b> Enter above the county name where the case was filed. Enter the name of the person who started the lawsuit as Plaintiff/Petitioner. Enter the name of the person being sued as Defendant/Respondent. Enter the Case Number given by the Circuit Clerk or leave this blank if you do not have one.	<u>GMAC Mortgage, LLC</u> <u>aka "US Bank, NA," etc</u> Plaintiff / Petitioner (First, middle, last name) <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 10px auto; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 20px; font-weight: bold;">SU PT</span> </div> v. <u>Richard B. D'Amico, Gordon Wayne Watts, Joseph Yanni, Paul L. Stipan, et. al.</u> Defendant / Respondent (First, middle, last name)	2007-CH-29738 LAW Division (Transfer from Chancery) Case Number

In 1a, enter your full name. If you are completing this form on behalf of a minor or an incompetent adult, provide that person's information.

In 1b, only enter the year you were born. DO NOT enter your entire date of birth.

In 1c, enter your complete current address.

In 2a, enter the number of people age 18 and older living in your house who you support. Support means that the people rely on you financially.

In 2b, enter the number of people under age 18 living in your house who you support.

In 3, check "Yes" if you have received at least 1 of the benefits listed in the past 4 weeks.

If you check "Yes" in 3, skip 4 and sign the form.

Pursuant to Illinois Supreme Court Rule 298 and 735 ILCS 5/5-105, I state:

1. I am providing the following information about myself:

- a. Name: Gordon Wayne Watts  
First Middle Last
- b. Year of Birth: 1966
- c. Street Address: 821 Aticia Road  
 City, State, ZIP: LAKELAND, Florida 33801-2113
- d. I believe I cannot afford to pay the court fees in this case.

5387

2. I am providing the following information about people who live with me:

- a. I support 0 adults (not counting myself) who live with me.
- b. I support 0 children under 18 who live with me.

3. I have received 1 or more of the benefits listed below in the past 4 weeks:

- Yes  No
- Supplemental Security Income (SSI) (Not Social Security)
  - Aid to the Aged, Blind and Disabled (AABD)
  - Temporary Assistance to Needy Families (TANF)
  - State Children & Family Assistance
  - Food Stamps (SNAP) ← Yes - Sec attached documentation
  - General Assistance (GA)
  - Transitional Assistance

\*\*If you answered "Yes" in section 3, skip section 4 and sign the form.\*\*

Enter the Case Number given by the Circuit Clerk: 2007-CH-29738

2007-CH-29738 LAW Division (Transfer from Cherry)

In 4a, check "Yes" if you have applied for at least 1 of the benefits listed in section 3.

4. I checked "No" in section 3, so I am providing the following financial information:

a. I have applied for 1 or more of the benefits listed in section 3:

Yes  No

b. I receive the following money each month. This includes money received by people I support who live with me. (check all that apply)

<input type="checkbox"/> My employment:	\$ _____	<input type="checkbox"/> Other people's employment:	\$ _____
<input type="checkbox"/> Child support:	\$ _____	<input type="checkbox"/> Social Security (not SSI):	\$ _____
<input type="checkbox"/> Pension:	\$ _____	<input type="checkbox"/> Unemployment:	\$ _____
<input type="checkbox"/> Other (list type and amount):	_____		\$ _____
<input type="checkbox"/> No income			

Total of all money received: \$ \_\_\_\_\_

c. I received the following total amount of money in the past 12 months. This includes money received by people I support who live with me. (check all that apply)

<input type="checkbox"/> My employment:	\$ _____	<input type="checkbox"/> Other people's employment:	\$ _____
<input type="checkbox"/> Child support:	\$ _____	<input type="checkbox"/> Social Security (not SSI):	\$ _____
<input type="checkbox"/> Pension:	\$ _____	<input type="checkbox"/> Unemployment:	\$ _____
<input type="checkbox"/> Other (list type and amount):	_____		\$ _____
<input type="checkbox"/> No income			

Total of all money received: \$ \_\_\_\_\_

d. My current monthly expenses are listed below. This includes the monthly expenses of the people I support who live with me. (check all that apply)

<input type="checkbox"/> Rent:	\$ _____	per month
<input type="checkbox"/> Home Mortgage:	\$ _____	per month
<input type="checkbox"/> Other Mortgage:	\$ _____	per month
<input type="checkbox"/> Utilities:	\$ _____	per month
<input type="checkbox"/> Food:	\$ _____	per month
<input type="checkbox"/> Medical:	\$ _____	per month
<input type="checkbox"/> Car Loan:	\$ _____	per month
<input type="checkbox"/> Other (list type and amount):	_____	\$ _____ per month
<input type="checkbox"/> I have no expenses		

Total of all expenses: \$ \_\_\_\_\_

In 4b, check the box for each type of money you have received in the past month. Also enter the gross (before taxes) amount for each type.

Include the money received by the people you support who live with you. Support means that the people rely on you financially.

In 4c, check the box for each type of money you have received in the past 12 months. For each type, enter the total amount received in the past 12 months before taxes.

Include the money received by the people you support who live with you.

In 4d, check all of your expenses for the past month and list the monthly amounts.

Include the expenses of the people you support who live with you.

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2007-CH-29738

PAGE 2 of 9

Enter the Case Number given by the Circuit Clerk: 2007-CH-29738

2007-CH-29738 LAW Division (Transfer from Chancery)

In 4c, check all of the items owned by you and list the value of each item. Include the items owned by the people you support who live with you.

If you own real estate, include the total you owe on any mortgage.

e. I have the belongings listed below. This includes the belongings of the people I support who live with me. (check all that apply)

Bank accounts and cash totaling: \$ \_\_\_\_\_

Home real estate, worth: \$ \_\_\_\_\_

The total I owe on my home mortgage is: \$ \_\_\_\_\_

Other real estate, not including the house I live in, worth: \$ \_\_\_\_\_

The total I owe on my other mortgage is: \$ \_\_\_\_\_

1<sup>st</sup> vehicle worth: \$ \_\_\_\_\_ The 1<sup>st</sup> vehicle is paid off:  Yes  No

2<sup>nd</sup> vehicle worth: \$ \_\_\_\_\_ The 2<sup>nd</sup> vehicle is paid off:  Yes  No

Other (list items and value): \_\_\_\_\_ \$ \_\_\_\_\_

None of the above

I certify that everything above is true and correct to the best of my knowledge. I understand that making a false statement in this form could be perjury.

Gordon Wayne Watts  
Your Signature

321 Alicia Road  
Street Address

Gordon Wayne Watts  
Print Your Current Name

LAKELAND, FL 33801-2113  
City, State, ZIP

N/A  
Relationship to Minor or Incompetent Adult (if applicable)

(863) 688-9880 (Home)  
Telephone  
(863) 409-2109 (Cell)

Under the Code of Civil Procedure, 735 ILCS 5/1-109, making a statement on this form that you know to be false is perjury, a Class 3 Felony.

The person who filled out this form must sign it.

Enter the complete current address and telephone number of the person who filled out this form.

If you are filling out this form for a minor or an incompetent adult, state your relationship.

ELECTRONICALLY FILED  
1/22/2018 6:33 PM  
2007-CH-29738  
PAGE 3 of 9

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

GMAC Mortgage, LLC

Plaintiff/Petitioner

v.

Gordon Wayne Watts- Petitioner

Defendant/Respondent

No. 07 CH 29738 (transferred to law)

Calendar

ORDER

This matter coming before the Court on an Application and Affidavit to Sue or Defend as an Indigent Person, the Court being fully advised in the premises, IT IS HEREBY ORDERED;

Pursuant to Supreme Court Rule 298 and 735 ILCS 5/5-105:

The applicant is permitted to sue or defend without payment of fees, costs or charges. Fees for the reproduction of any documents contained in the court file or the electronic docket are not waived without specific order of court. The applicant may be ordered to pay any portion of the waived fees or costs out of a settlement or judgment resulting from this action.

The application is denied for the following reason(s): PETITIONER NEVER RECEIVED LEAVE OF COURT TO PARTICIPATE IN THIS CASE. THEREFORE, PETITIONER IS NOT A PARTY TO THIS MATTER. FURTHER, THIS CASE IS DISPOSED OF PURSUANT TO THE ORDER OF 7-10-17 (Attached).

Payment shall be: made by OR deferred until OR other

JUDGE JAMES P. FLANNERY

MAR 01 2018

Circuit Court-1505

ENTERED:

Dated:

Judge signature and Judge's No 1505

Payment should be made by cash, money order or cashier's check, directly to the Clerk of the Circuit Court of Cook County at the courthouse where you filed your application.

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

ORIGINAL - COURT FILE

**\*\* Exhibit 'M' -- Gordon Wayne Watts filing**

**Exhibit-M --- Relationship diagram of the major players (Part 1)**



Lessie Towns (center) is the star of Gov. Pat Quinn's bill-signing July 31 at her home in Chicago's Southside neighborhood. HEARST OUTLINE/REUTERS PHOTO

**Ms. Lessie Towns, a 'Mortgage Fraud' victim of Paul Shelton & TRUST ONE**

**Pictured here, with former Gov. Pat Quinn (D-Ill.), courtesy of The Chicago Tribune (story by John Kass: used in court filings under Fair Use)**

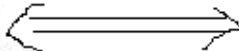


**Paul Shelton --- Lawyer who lost broker's license over 'Lessie Towns' incident, and subsequently lost Law Licence via IARDC sanction for similar such behaviour**



**Paul Shelton**  
Attorney at Shelton Law Group, LLC  
Greater Chicago Area | Legal Services  
Current: Shelton Law Group, LLC dba Foreclosure Defense Program, LLC  
Education: Knox College

**Former Law Partners**



**Joseph Younes**  
Practice areas:  
Litigation

**Atty. Joseph Younes, former law partner of Shelton, who, with Shelton & Erika Rhone, entered into negotiations with Rich Daniggelis which are the subject of this & other litigation**



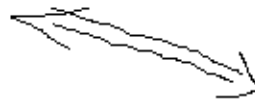
**Rich Daniggelis speaks to the Landmarks Commission about his house (picuted at right)**



**Gordon Wayne Watts, owed monies by Daniggelis, and Intervened to collect. Also a good friend, like a grandfather to him.**



**Atty. Anjelko Galic Daniggelis' attorney**



**Robert J. More (former tenant of Richard Daniggelis) before the Chicago Police board meeting on 5/21/2015 (source: from his YouTube)**

**Exhibit-M --- Relationship diagram of the major players (Part 2)**  
 ( source: DNainfo, 07 April 2017, story by Ted Cox -- used in court filings under Fair Use )

**'Rotted' Old Town Triangle House Owner Faces Daily \$1K Fine As Charges Fly**

By Ted Cox (<http://www.dnainfo.com/chicago/about-us/our-team/editorial-team/ted-cox>) | April 7, 2017 5:20am



With the steeple of St. Michael's Roman Catholic Church in the background, the building at 1720 N. Sedgwick Ave. stands in the rain Thursday with no roof, no tarp and open walls.

Close

DNainfo/Ted Cox

**CITY HALL** — Charges flew back and forth Thursday at an informational hearing before the Commission on Chicago Landmarks concerning a "rotted" 19th-century house protected within the Old Town Triangle Historic District.

Ald. Michele Smith (43rd) led the way, accusing the owner of a controversial building at 1720 N. Sedgwick Ave. (<https://www.dnainfo.com/chicago/20170330/old-town/rotted-historic-building-old-town-triangle-could-be-seized-by-city>) of reflecting "a disturbing trend ... to leave the properties without any maintenance essentially to try to allow the house to deteriorate and take the easy road to demolition."

Smith charged that owner Joseph Younes "knew full well the condition of the building" when he took control of it in 2015 "and then took steps, we believe, to make it even worse."

Daniggelis scoffed at that, calling the house's decay an "abomination" and saying, "He should be penalized \$1,000 a day — at least!"



The commission did not take any action Thursday, but the city has already had a temporary receiver appointed in court to take charge of the building and protect it as best as possible, and another court hearing on the matter is scheduled for April 27.