

**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.

2009 JUL 30 PM 2:43
JANORINE SIMON
CLERK

2009 JUL 30 PM 2:43

FILED - CH
CLERK OF COURT
COOK COUNTY, ILLINOIS

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

If Richard Daniggelis chooses not to close on or before May 19th, 2006, he shall pay as ~~liquidated~~ damages to Joseph Ymer the sum of \$10,000⁰⁰ 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 19th, 2006, the contract is null and void, and the ~~liquidated~~ damages will be due IN 10 MONTHS.

Richard Daniggelis
RICHARD DANIGGELIS


PAUL L. STELTON

~~XXXXXXXXXXXXXXXXXXXX~~

May 19, 2006

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


ERIKA RHONE