

D's Exhibit "A"

Record and Return To:
Pierce and Associates
1 N. Dearborn ST. Fl.13
Chicago, IL 60602-4321
PB# 0715886

Please Return To: DOCX
1111 Alderman Dr.
Suite 350
Alpharetta, GA 30005

Please cross-reference to
Mtg/DOT Recorded in
Book N/A, Page N/A,
Instr# 622826137
Adams County, IL.

Project: A063
Loan Number: 000-58942520
Re: 1720 N. Sedgwick St Chicago, IL 60614

LOST ASSIGNMENT AFFIDAVIT

STATE OF GA
COUNTY OF Fulton

Linda Green, Being Vice President On behalf of Saxon Mortgage Servicing, Inc being duly sworn, deposes and says that to his/her best knowledge and belief under the penalty of perjury:

1. I am the Vice President for Saxon Mortgage Servicing, Inc the duly appointed and acting serving entity on behalf of LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, the current holder of a certain note dated 7/28/2006, made by Joseph Younes to the order of GMAC Mortgage L.L.C.) in the principal sum of \$583100, together with interest at the rate of 8.75 percent (8.75%) per annum (hereinafter referred to as the "Note"). A copy of the Note is attached hereto as "Exhibit A".
2. The Note was secured by a Mortgage/Deed of Trust of same date made by Joseph Younes in GMAC Mortgage LLC, which Security Deed was recorded on 9/16/2006, in Book N/A, Page N/A. Instrument #622826137 in the office of recorder of Adams County, IL.
3. LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX is now the current and has been the holder of the Note and LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX has been in physical possession of all associated loan records since the loan was transferred.
4. Based upon the information available to us, it appears the assignment of the Mortgage/Deed of Trust from GMAC MORTGAGE, LLC to LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX was lost prior to recording when the loan was transferred

MMS

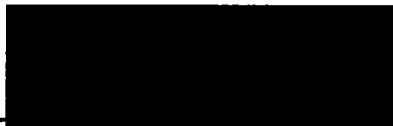


from GMAC MORTGAGE, LLC to LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX and it is not obtainable. LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX is the assignee, holder and owner of the loan.

5.

Sworn to and subscribed before me this
_____ day of _____, 20_____.

Deponent:



Name: Linda Green

Notary Public: _____

MMS

000104

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

FILED-6
2011 OCT -7 PM 3:13

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,)
v.)
Richard Daniggelis,)
Defendant/Counter-claimant and cross-claimant,)
_____)
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/Cross-Defendants.)

CLERK
DOROTHY BROWN
Case No. 07 CH 29738
Judge Delort
Cal. 57
1720 North Sedgwick Ave.,
Chicago, Illinois

THIRD AMENDED VERIFIED COMPLAINT

Plaintiff, 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, assignee of GMAC Mortgage, LLC, (herein "Plaintiff") alleges as follows:

COUNT I
FORECLOSE MORTGAGE

1. Plaintiff files this count to foreclose its mortgage (herein "Mortgage") hereinafter described, pursuant to 735 ILCS 5/15-1101 *et. seq.* of the Illinois Code of Civil Procedure, and joins persons named in the caption as "Defendants," parties.
2. Attached as **Complaint Exhibit A** is a true copy of the Mortgage being foreclosed herein. Attached as **Complaint Exhibit B** is a true copy of the Note secured thereby.
3. Information concerning said Mortgage:
 - (a) Nature of the instrument: Mortgage
 - (b) Date of Mortgage: July 28, 2006
 - (c) Name of the mortgagor: Joseph Younes



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

March 13, 2013

Joseph Younes
120 West Madison Street
Suite 1405
Chicago, IL 60602

Re: Oocx
File No: 2013-CONSC-00350333

Dear Consumer:

Thank you for your recent letter regarding the above-named business. We have recorded this information in our complaint files for future reference.

Should an inquiry into this matter or subsequent complaints indicate actionable violations of Illinois law, your file will be reviewed again for appropriate action. Thank you for your cooperation in bringing this information to our attention.

Sincerely,

ATTORNEY GENERAL
State of Illinois

Virginia Luevano

Virginia Luevano
Citizen's Advocate
Consumer Protection Division
(312) 814-4322

cm



LISA MADIGAN

Illinois Attorney General
 Consumer Fraud Bureau
 500 South Second Street
 Springfield, IL 62706
 217-782-1090
 1-800-243-0618 (Toll free in IL)
 TTY: 1-877-844-5461
 www.IllinoisAttorneyGeneral.gov

Office Use Only
 CLMS: 350479
 AG: _____

FEB 08 2013

CONSUMER FRAUD
"CHICAGO"

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

YOUR INFORMATION

Name: Mr. Mrs. Ms. (check one)
JOSEPH YOUNES.

Address:
120 W. MADISON ST., SUITE 1405

City: CHICAGO State: IL Zip Code: 60602 County: COOK

Your Telephone Number:
 Daytime: 312-372-1122 Ext.: _____
 Evening: _____ Ext.: _____

Your e-mail address (optional): _____

Are you a senior citizen? Yes No
 Are you a veteran? Yes No
 Are you a service member? Yes No

NAME OF SELLER OR PROVIDER OF SERVICE

Name: NATIONWIDE TITLE CLEARING

Address:
2100 U.S. 19 Aft.

City: Palm Harbor State: FL Zip Code: 34683

Telephone: 727-771-4000 Ext.: _____

Website: www.nwtc.com

Additional seller or provider of service involved in transaction:
 Name: BANK OF AMERICA, N.A.
 Address: 100 N. Tryon St.
 City: Charlotte State: NC Zip Code: _____
 Telephone: 800-432-1000 Ext.: _____
 Website: www.bankofamerica.com

Has this matter been submitted to another government agency, an arbitration service, or to any attorney? Yes No

If yes, please give name, address, telephone: _____

Is court action pending? Yes No

INFORMATION ABOUT THE TRANSACTION

Date of Transaction: _____ Did you sign a contract? Yes No
 (If yes, please attach a copy) Date contract was signed: _____

Was the product or service advertised? Yes No When? _____ (Please attach a copy of the advertisement, if applicable.)

- How was the service advertised?
- Newspaper/magazine
 - Radio advertisement
 - Television advertisement
 - Internet advertisement
 - E-mail solicitation
 - Direct mail solicitation
 - Telephone solicitation
 - Yellow pages of the telephone book
 - Facsimile solicitation
 - Door-to-door solicitation
 - Display at merchant's place
 - Display at a trade show/con
 - Other _____

Total Cost of product/service: \$0.00

Amount paid to date/down payment: \$0.00

Method of payment (check one) (Please attach a copy.)
 Cash Check Money Order Credit Card Debit Card Bank Draft
 Wire Transfer Automatic Debit Other _____

If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes No



Zoom in (Ctrl+Plus)

the time that you receive

Where did the transaction take place?

- At my home
- Over the telephone
- By mail
- Over the Internet
- Trade show/convention/home show
- At the firm's place of business
- By facsimile
- Other (Please specify) _____
- There was no transaction

Have you complained to the company or individual?

Yes No

If yes, provide name and phone number of the individual(s):

Michelle A Franz, Attorney in Chicago for US Bank
(See Complaint attached)

FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:

Make: _____	Model: _____	Year: _____	New: Yes <input type="checkbox"/> No <input type="checkbox"/>	As-is: Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/> Expiration Date: _____	Name of Extended Warranty: _____	Purchase Date: _____	Current Mileage: _____	Mileage at Purchase: _____

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint.

PLEASE DO NOT SEND ORIGINALS.

I believe that Nationwide Title has engaged in fraud in creating the attached lost assignment executed by Crystal Moore. I believe that Bank of America has conspired with Nationwide Title in obtaining this document. I do not believe Bank of America has the proper legal standing in which to file suit against me (see attached).

What form of relief are you seeking? (E.g., exchange, repair, money back, product delivery, etc.)

READ THE FOLLOWING BEFORE SIGNING BELOW:

- In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless the box below is checked.
- By filing this complaint, I hereby give the business complained about my consent to communicate, including disclosure of non-public personal information, with the Office of the Attorney General about any and all matters connected with this complaint.

Signature: _____



Date: _____

2/1/13

Please do not send this complaint to the business complained about.

Print Form Reset Form

Record and Return To:
Pierce and Associates
1 N. Dearborn St, Fl. 13
Chicago, IL 60602-4321
PB# 0713886



Doc#: 0830836278 Fee: \$40.00
Eugene "Gene" Moore RH&P Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/04/2008 03:16 PM Pg: 1 of 3

2000538996

AFFIDAVIT OF LOST ASSIGNMENT

The undersigned CRYSTAL MOORE, being duly sworn deposes and states as follows:

1. That (s)he is a ASST. VICE PRESIDENT of SAXON MORTGAGE SERVICES, INC. having its principal place of business at _____, an officer duly authorized to make this affidavit.

2. That (s)he has personal knowledge of the facts set forth in this Affidavit.

3. That SAXON MORTGAGE SERVICES, INC.

("Current Mortgagee") is the owner and holder of a certain mortgage dated 07/28/2006 made by JOSEPH YOUNES

as mortgagors to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

("Original Mortgagee") as mortgagee, which mortgage was recorded in the office of the Register or Recorder/Clerk of COOK County, on in Book/reel page or Doc# 0622821A79 on 8/16/2006

That Current Mortgagee owns and holds said mortgage as a result of sale and assignment thereof to SAXON MORTGAGE SERVICES, INC..

The mortgage premise are known as

14-33-324-044-0000

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.

4. That neither a recorded nor an unrecorded instrument of an assignment to SAXON MORTGAGE SERVICES, INC. could be obtained from the files and records of SAXON MORTGAGE SERVICES, INC.

1445



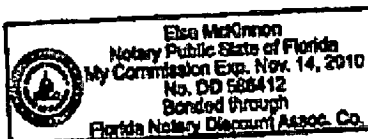
5. That the Affiant has concluded that the Assignment was lost, misplaced or destroyed before the same could be placed of record.
6. That SAXON MORTGAGE SERVICES, INC. is unable to obtain an instrument confirming the sale and assignment of the Current Mortgage to SAXON MORTGAGE SERVICES, INC..
7. That SAXON MORTGAGE SERVICES, INC. duly and properly acquired the Mortgage, and has thereafter serviced the same and has in its possession the secured mortgage loan documentation pertaining to said Mortgage.
8. That SAXON MORTGAGE SERVICES, INC. is the owner of the Mortgage and the note secured thereby, and has not further assigned or transferred said note and Mortgage to any other party.
9. That this affidavit is made to induce the Register/Recorder of said county to accept for recording this instrument, executed and acknowledged by SAXON MORTGAGE SERVICES, INC., in place of said lost, misplaced or destroyed assignment.
10. SAXON MORTGAGE SERVICES, INC. agrees to indemnify and hold harmless the Recorder, Registrar or Clerk of said County from and against any cost or claims which may arise by reason of the acceptance and recording of this affidavit.

dated: 10/23/2008
 [REDACTED]
 SAXON MORTGAGE SERVICES, INC.

By: _____
CRYSTAL MOORE
 ASST. VICE PRESIDENT

STATE OF FLORIDA COUNTY OF Pinellas
 On 10/23/2008 before me, ELSA MCKINNON, Notary Public, personally appeared CRYSTAL MOORE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the same. WITNESS MY hand and official seal.

 ELSA MCKINNON
 Notary Public/Commission expires 11/14/2010
 Prepared by
 Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152



form5/laa1_smsmd

MMS

EXHIBIT "A": LEGAL DESCRIPTION

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.

TAX NO. 14-33-324-044-0000

Commonly known as:



PIERCE ASSOCIATES
Attorneys for Plaintiff
Thirteenth Floor
1 North Dearborn
Chicago, Illinois 60602
PA0715886

Editor's Note:

Commonly known as 1720 N. Sedgwick (Old Town), Chicago, IL:

Look up the Tax Number, above, at the Property Appraiser's Office, if you need proof!

The Office of the Attorney General redacted the address when granting me this Public Records request.

~ Gordon Wayne Watts

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

BANK OF AMERICA, N.A.,)

Plaintiff,)

vs.)

JOSEPH YOUNES.)

Defendant.)

No.:

COMPLAINT

Plaintiff, Bank of America, N.A., by its attorneys, Sanchez Daniels & Hoffman, LLP, for its Complaint against Defendant, Joseph Younes, states as follows:

JURISDICTION AND VENUE

1. Defendant, Joseph Younes ("Defendant") is subject to the jurisdiction of this Court pursuant to Section 2-209 of the Illinois Code of Civil Procedure and may receive service of process at 357 Rosalie, Palatine, Illinois 60074.

2. Venue is proper pursuant to Section 2-101 of the Illinois Code of Civil Procedure because Defendant resides in this county.

FACTS

3. Defendant entered into a contract ("contract") with HLB Mortgage to obtain a loan for the benefit of Defendant. (See Credit Agreement and Disclosure attached hereto as Exhibit "A").

4. Bank of America, N.A. acquired the subject loan and has proper standing to enforce the terms of the loan.

3. Sweet Loan Mod: US Bank & Younes: Sept 11, 2013 (pages 8-9) or Oct 15, 2013 (page 10)



Doc#: 1402118821 Fee: \$50.00
 PRSP Fee: \$0.00 RPSP Fee: \$1.00
 Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 07/21/2014 12:08 PM Pg: 1 of 12

When recorded mail to: #8586223
 First American Title
 Loss Mitigation Title Services 24541 Z
 P O Box 27670
 Santa Ana, CA 92798
 RE: YOUNES - PROPERTY REPORT

(space Above This Line for Recording Data)

LOAN MODIFICATION AGREEMENT

· Servicer:	Ocwen Loan Servicing, LLC
Original Mortgagor / Maker:	JOSEPH YOUNES
Marital Status:	MARRIED
Original Mortgagee / Payee:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR HLB MORTGAGE
Original Amount:	\$ 583,100.00
Original Mortgage Date:	JULY 28, 2006
Date Recorded:	AUGUST 16, 2006
Reel / Book:	Page / Liber:
CRFN / Document/Instrument #:	0628826138
APN / Parcel #:	14-33-324-044-0000
Property Address:	1720 N. SEBASTIAN ST
City: CHICAGO	County: COOK State: ILLINOIS
Present Holder of the Note and Lien:	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY MORTGAGE LOAN TRUST 2006-16AX, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-16AX c/o Ocwen Loan Servicing, LLC 5720 Premier Park Dr, West Palm Beach, FL 33407 Palm Beach County
Mortgage Mailing Address: (Including County)	

New Money: \$0.00

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

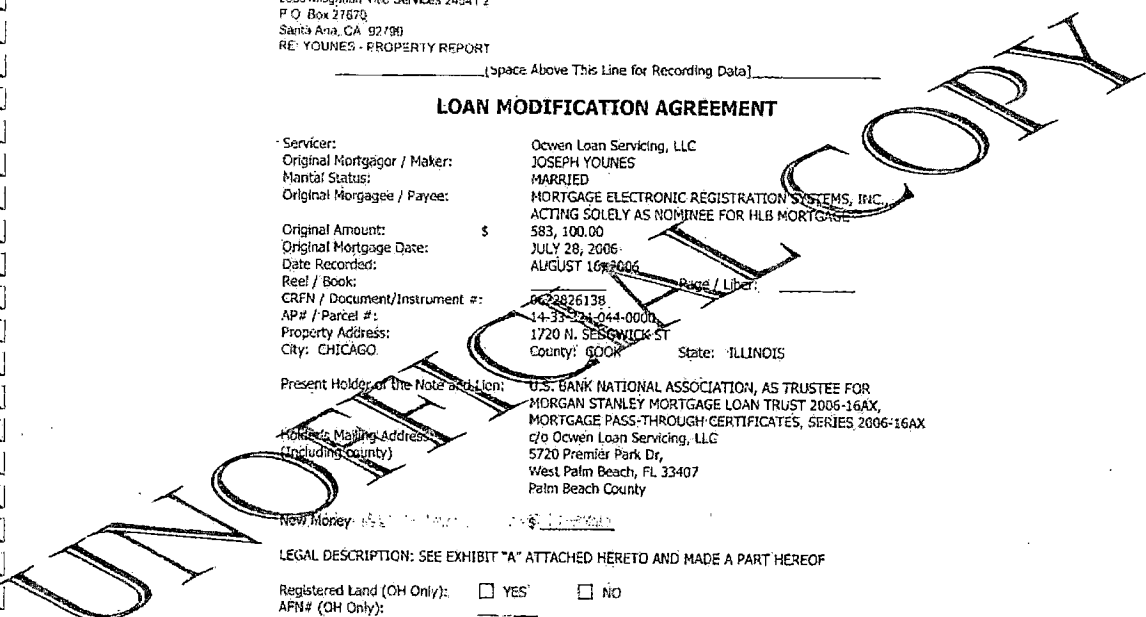
Registered Land (OH Only): YES NO

APN# (OH Only):

District (NYC Only): Section: Block: Lot:

District (MA Only):

Lot (DC Only): Square:



MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (the "Modification") is made and entered into between U.S. Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX, c/o Ocwen Loan Servicing, LLC ("OLS"), whose address is 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 and Joseph Younes ("Borrower") whose address is 1720 North Sedgwick St. Chicago, IL 60614. The Modification is as follows:

RECITALS

- A. On or about July 28, 2006 the predecessor of U.S. Bank National Association, as Trustee for Morgan Stanley Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX (hereafter "Investor") loaned \$583,100.000 (the "Loan") to Joseph Younes which is evidenced by a note dated July 28, 2006, payable to the order of HLB Mortgage (the "Note," a true and correct copy of which is attached hereto as Exhibit "A").
- B. The Note is secured by a Mortgage to Secure Debt dated July 28, 2006 and recorded among the official records of the County of Cook on August 16, 2006, as Document 0622826138 (the "Mortgage," a true and correct copy of which is attached hereto as Exhibit "B").
- C. The Mortgage grants HLB Mortgage a security interest in the Property owned by you and described in the Mortgage and allows HLB Mortgage to enforce remedies, including foreclosure of the Property, upon occurrence of a default, including your failure to make payments as agreed under the Note.
- D. U.S. Bank National Association, as Trustee for Morgan Stanley Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX ("Investor") is now the owner of the Note and Mortgage (the "Loan Documents") and you agree that the Loan Documents are the only agreements and documents now in effect with respect to the Loan. Any other understandings, agreements or arrangements, which may have existed pertaining to the Loan, are now terminated. OLS and the Investor shall be collectively referred to as "Ocwen" for purposes of this Modification.
- E. The parties have agreed that Ocwen shall refrain from exercising the rights and remedies granted to it by the loan Documents and, instead, agree to modify the terms of your obligations under the Loan Documents pursuant to the terms and conditions set forth in this Modification.
- F. Pursuant to the mutual agreement to modify the Loan Documents, and in consideration of the promises, conditions, and terms set forth below, Ocwen has agreed to adjust the repayment terms of the Note, and the total amount due with respect to the Note. Ocwen has also agreed to reinstate the Loan as current and not in default as of the Effective Date, as defined below.

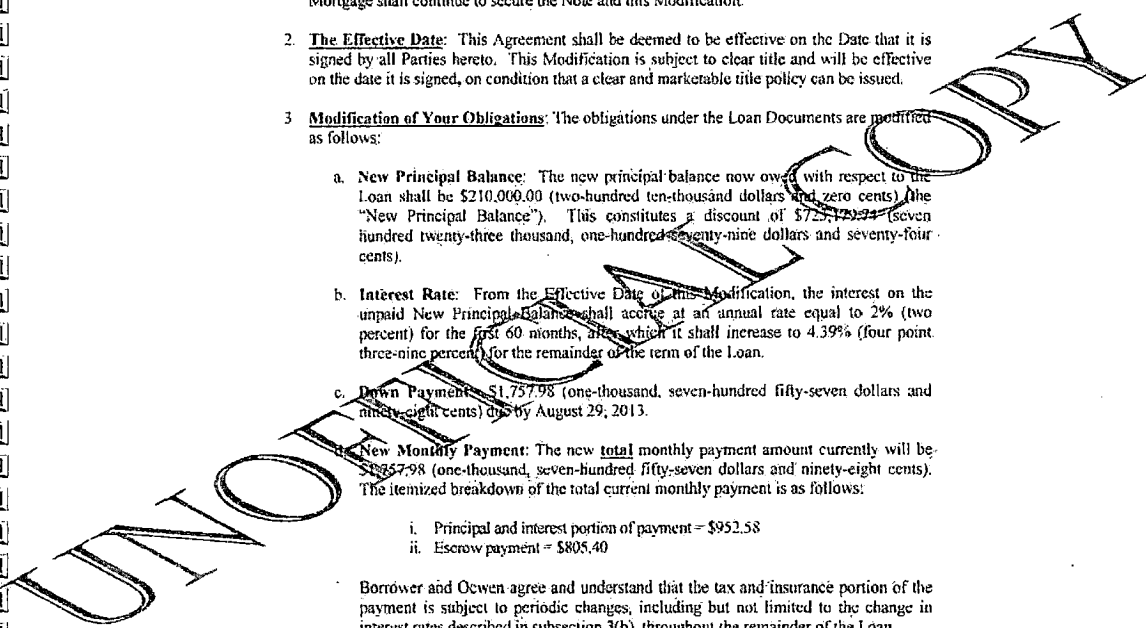
LOAN MODIFICATION

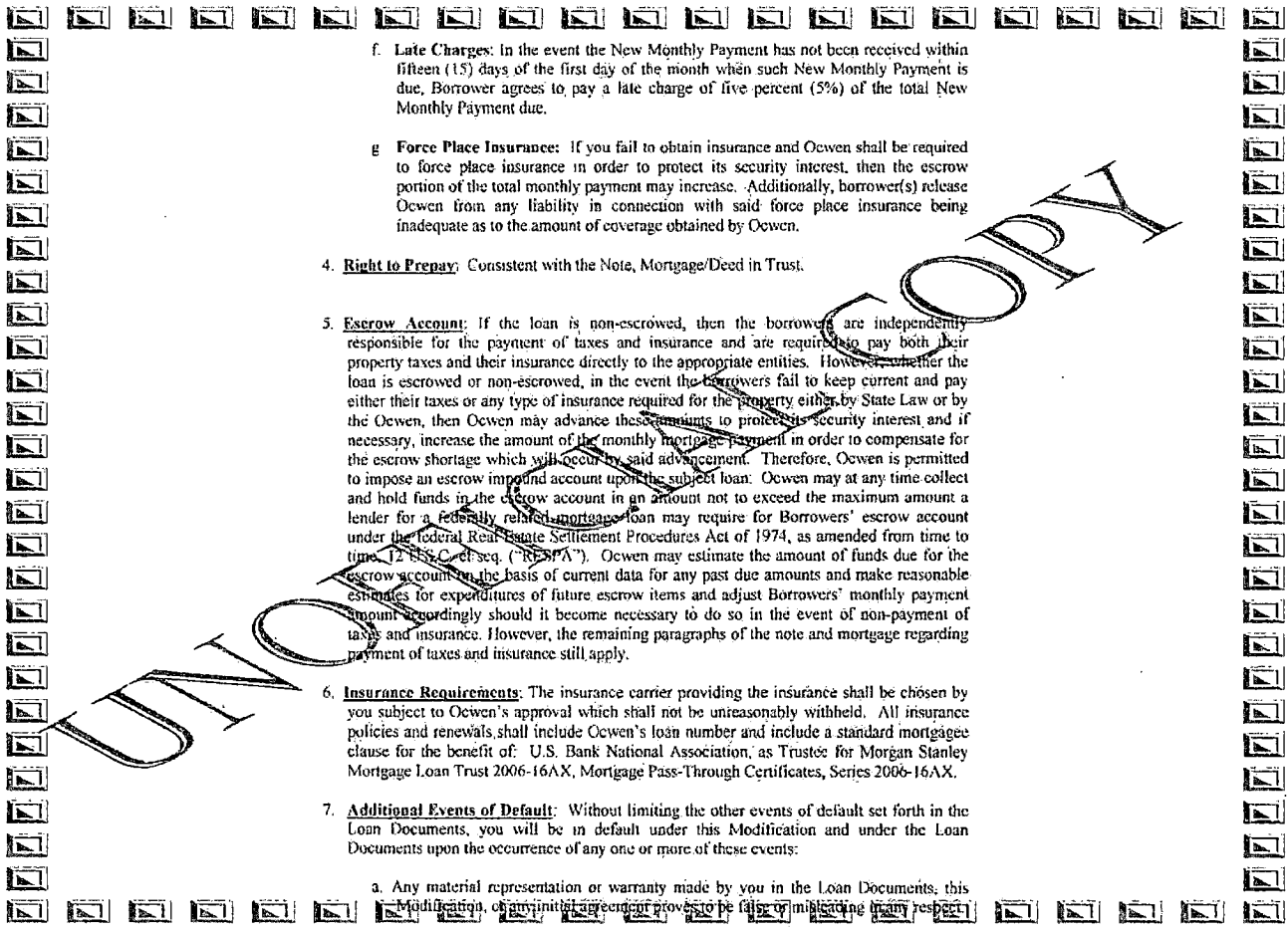
NOW THEREFORE, in consideration of the foregoing, recitals which you agree to be true and correct and a part of this Modification, you and Lender agree as follows:

1. **Validity of the Loan Documents:** Except as expressly modified by this Modification, the terms and conditions of the Loan Documents remain in full force and effect and the Mortgage shall continue to secure the Note and this Modification.
2. **The Effective Date:** This Agreement shall be deemed to be effective on the Date that it is signed by all Parties hereto. This Modification is subject to clear title and will be effective on the date it is signed, on condition that a clear and marketable title policy can be issued.
3. **Modification of Your Obligations:** The obligations under the Loan Documents are modified as follows:
 - a. **New Principal Balance:** The new principal balance now owed with respect to the Loan shall be \$210,000.00 (two-hundred ten-thousand dollars and zero cents) (the "New Principal Balance"). This constitutes a discount of \$75,129.74 (seven hundred twenty-three thousand, one-hundred twenty-nine dollars and seventy-four cents).
 - b. **Interest Rate:** From the Effective Date of this Modification, the interest on the unpaid New Principal Balance shall accrue at an annual rate equal to 2% (two percent) for the first 60 months, after which it shall increase to 4.39% (four point three-nine percent) for the remainder of the term of the Loan.
 - c. **Down Payments:** \$1,757.98 (one-thousand, seven-hundred fifty-seven dollars and ninety-eight cents) due by August 29, 2013.
 - d. **New Monthly Payment:** The new total monthly payment amount currently will be \$957.98 (one-thousand, seven-hundred fifty-seven dollars and ninety-eight cents). The itemized breakdown of the total current monthly payment is as follows:
 - i. Principal and interest portion of payment = \$952.58
 - ii. Escrow payment = \$805.40

Borrower and Ocwen agree and understand that the tax and insurance portion of the payment is subject to periodic changes, including but not limited to the change in interest rates described in subsection 3(b), throughout the remainder of the Loan.

- e. **Payment Term:** The first New Monthly Payment will be due on October 1, 2013, with all of your subsequent New Monthly Payments due on the first day of each month following this date and continuing for 275 months until August 1, 2036, when your remaining New Principal Balance, as defined above, including any additional interest charges, advances, and other fees and costs related to the Loan which Ocwen has not yet collected will be due.





f. **Late Charges:** In the event the New Monthly Payment has not been received within fifteen (15) days of the first day of the month when such New Monthly Payment is due, Borrower agrees to pay a late charge of five percent (5%) of the total New Monthly Payment due.

g. **Force Place Insurance:** If you fail to obtain insurance and Ocwen shall be required to force place insurance in order to protect its security interest, then the escrow portion of the total monthly payment may increase. Additionally, borrower(s) release Ocwen from any liability in connection with said force place insurance being inadequate as to the amount of coverage obtained by Ocwen.

4. **Right to Prepay:** Consistent with the Note, Mortgage/Deed in Trust.

5. **Escrow Account:** If the loan is non-escrowed, then the borrowers are independently responsible for the payment of taxes and insurance and are required to pay both their property taxes and their insurance directly to the appropriate entities. However, whether the loan is escrowed or non-escrowed, in the event the borrowers fail to keep current and pay either their taxes or any type of insurance required for the property either by State Law or by the Ocwen, then Ocwen may advance these amounts to protect its security interest and if necessary, increase the amount of the monthly mortgage payment in order to compensate for the escrow shortage which will occur by said advancement. Therefore, Ocwen is permitted to impose an escrow impound account upon the subject loan. Ocwen may at any time collect and hold funds in the escrow account in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrowers' escrow account under the Federal Real Estate Settlement Procedures Act of 1974, as amended from time to time (12 U.S.C. et seq. ("RESPA")). Ocwen may estimate the amount of funds due for the escrow account on the basis of current data for any past due amounts and make reasonable estimates for expenditures of future escrow items and adjust Borrowers' monthly payment amount accordingly should it become necessary to do so in the event of non-payment of taxes and insurance. However, the remaining paragraphs of the note and mortgage regarding payment of taxes and insurance still apply.

6. **Insurance Requirements:** The insurance carrier providing the insurance shall be chosen by you subject to Ocwen's approval which shall not be unreasonably withheld. All insurance policies and renewals shall include Ocwen's loan number and include a standard mortgagee clause for the benefit of: U.S. Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX.

7. **Additional Events of Default:** Without limiting the other events of default set forth in the Loan Documents, you will be in default under this Modification and under the Loan Documents upon the occurrence of any one or more of these events:

a. Any material representation or warranty made by you in the Loan Documents, this Modification, or any initial agreement proves to be false or misleading in any respect.

b. You fail to make the New Monthly Payments as required by this Modification.

c. You sell or convey any interest in the Property without Ocwen's prior written consent.

d. Breach of any of the terms or provisions of this Modification.

8. **Consequences of Your Default:** If you default under this Modification or the Loan Documents after the Effective Date (your "Default"), Ocwen may, in addition to the remedies provided by the Loan Documents, subject only to applicable law, institute any foreclosure or collection proceedings without prejudice for having accepted any payments, including but not limited to the New Monthly Payments, under this Modification and exercise any of its rights and remedies against you under the Loan Documents and/or this Modification.

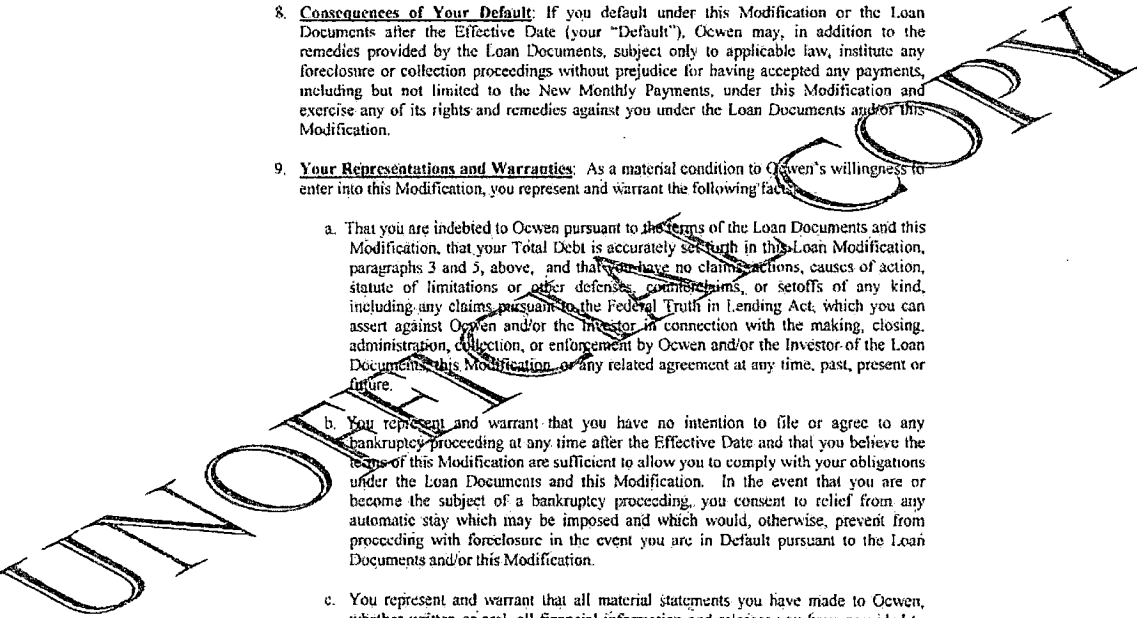
9. **Your Representations and Warranties:** As a material condition to Ocwen's willingness to enter into this Modification, you represent and warrant the following facts:

a. That you are indebted to Ocwen pursuant to the terms of the Loan Documents and this Modification, that your Total Debt is accurately set forth in this Loan Modification, paragraphs 3 and 5, above, and that you have no claims, actions, causes of action, statute of limitations or other defenses, counterclaims, or setoffs of any kind, including any claims pursuant to the Federal Truth in Lending Act, which you can assert against Ocwen and/or the Investor in connection with the making, closing, administration, collection, or enforcement by Ocwen and/or the Investor of the Loan Documents, this Modification, or any related agreement at any time, past, present or future.

b. You represent and warrant that you have no intention to file or agree to any bankruptcy proceeding at any time after the Effective Date and that you believe the terms of this Modification are sufficient to allow you to comply with your obligations under the Loan Documents and this Modification. In the event that you are or become the subject of a bankruptcy proceeding, you consent to relief from any automatic stay which may be imposed and which would, otherwise, prevent from proceeding with foreclosure in the event you are in Default pursuant to the Loan Documents and/or this Modification.

c. You represent and warrant that all material statements you have made to Ocwen, whether written or oral, all financial information and releases you have provided to Ocwen regarding you or the Property, and all information provided pursuant to any initial agreement you may have signed with Ocwen and/or their predecessor(s) in interest, remain valid and were true as of the date made and as of the Effective Date.

d. That you understand that this Modification is legally binding and that it affects your rights. You have obtained, or have had the opportunity to obtain, independent legal counsel concerning the meaning and importance of this Modification. You further



10. **Your Release of Cewen:** In the event that you have any claims, actions or causes of action, Statute of limitations or other defenses, counterclaims or setoffs of any kind which exist as of the date of this modification, whether known or unknown to you, which you now or hereafter may assert against Cewen in connection with the making, closing, administration, collection or the enforcement of the Loan documents, this modification or any other related agreements, then by executing this modification you forever irrevocably waive and relinquish them, Cewen, including U.S. Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX, shall include for the purposes of this modification, but shall not be limited to investor's present and former officers, directors, employees, agents, servicing agents, attorneys and all prior and subsequent parties in interest, including but not limited to investor's predecessor(s) in interest.

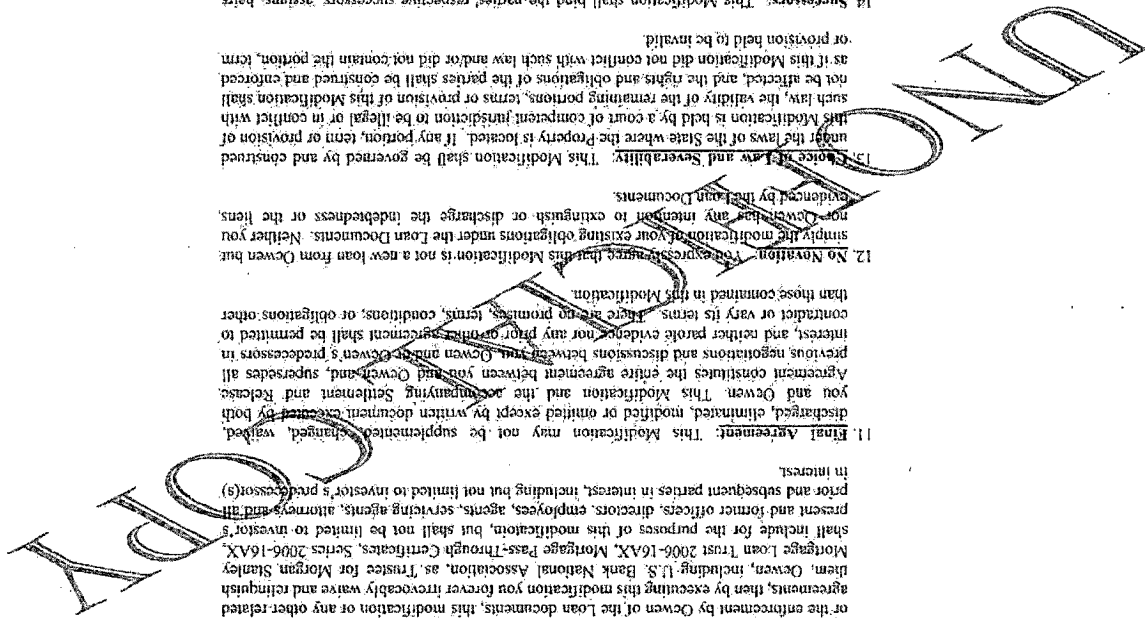
11. **Final Agreement:** This Modification may not be supplemented, changed, waived, discharged, eliminated, modified or omitted except by written document executed by both you and Cewen. This Modification and the accompanying Settlement and Release Agreement constitutes the entire agreement between you and Cewen and, supersedes all previous negotiations and discussions between you and Cewen and Cewen's predecessors in interest, and neither party shall be permitted to introduce any other evidence, nor any prior or subsequent agreement, terms, conditions, or obligations other than those contained in this Modification.

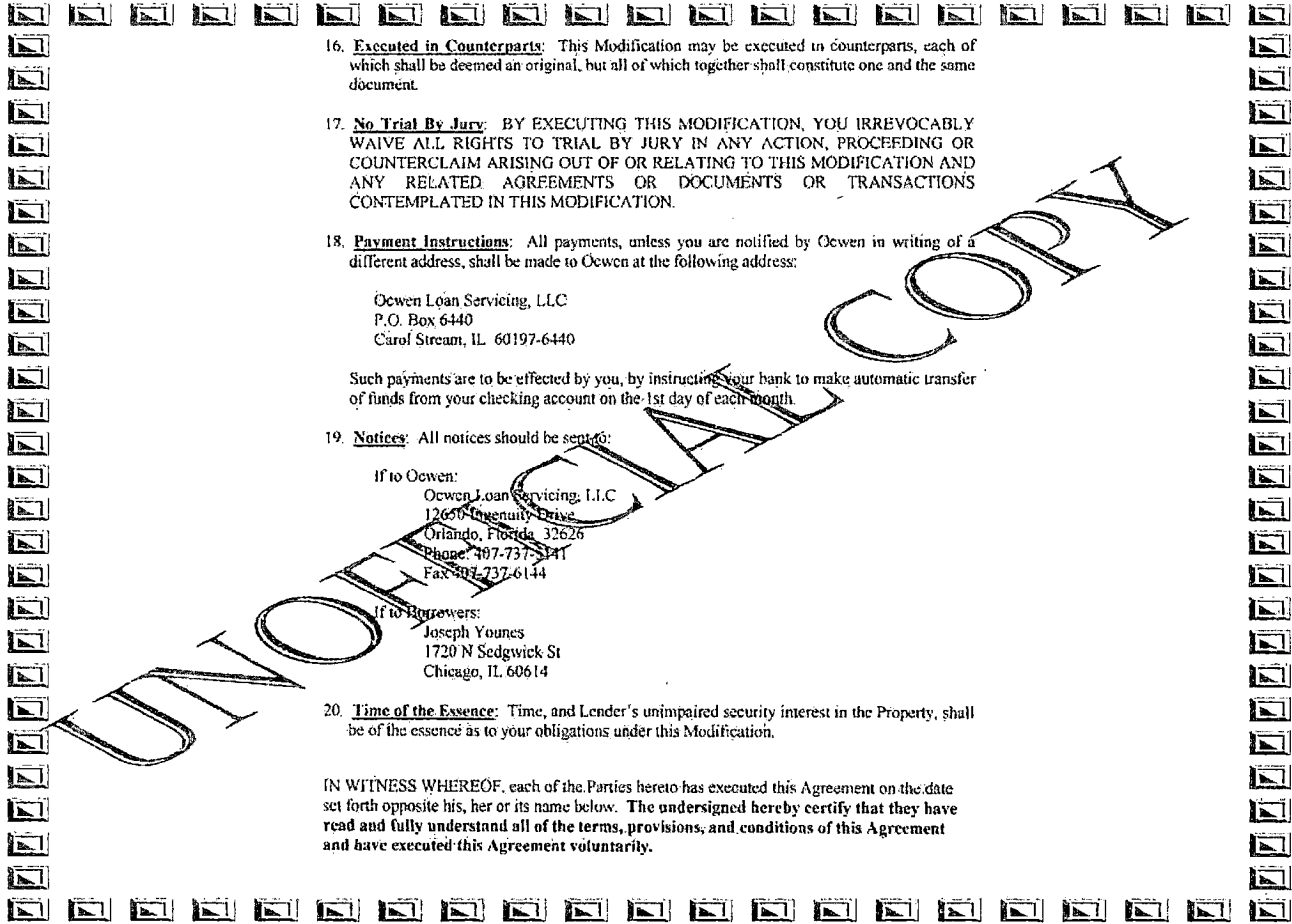
12. **No Novation:** You expressly agree that this Modification is not a new loan from Cewen but simply the modification of your existing obligations under the Loan Documents. Neither you nor Cewen has any intention to extinguish or discharge the indebtedness of the liens evidenced by the Loan Documents.

13. **Choice of Law and Severability:** This Modification shall be governed by and construed under the laws of the State where the Property is located. If any portion, term or provision of this Modification is held by a court of competent jurisdiction to be illegal or in conflict with such law, the validity of the remaining portions, terms or provision of this Modification shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Modification did not conflict with such law and/or did not contain the portion, term or provision held to be invalid.

14. **Successors:** This Modification shall bind the parties' respective successors, assigns, heirs and personal representatives. This Modification shall not be understood to limit in any way the right of Cewen to sell, or otherwise convey, any interest in the subject obligation to another, provided that such subsequent party in interest is also bound as Cewen to the terms of this Modification.

15. **References:** All references to the singular shall include the plural and all references to one gender herein shall include both genders.





16. **Executed in Counterparts:** This Modification may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

17. **No Trial By Jury:** BY EXECUTING THIS MODIFICATION, YOU IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MODIFICATION AND ANY RELATED AGREEMENTS OR DOCUMENTS OR TRANSACTIONS CONTEMPLATED IN THIS MODIFICATION.

18. **Payment Instructions:** All payments, unless you are notified by Ocwen in writing of a different address, shall be made to Ocwen at the following address:

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

Such payments are to be effected by you, by instructing your bank to make automatic transfer of funds from your checking account on the 1st day of each month.

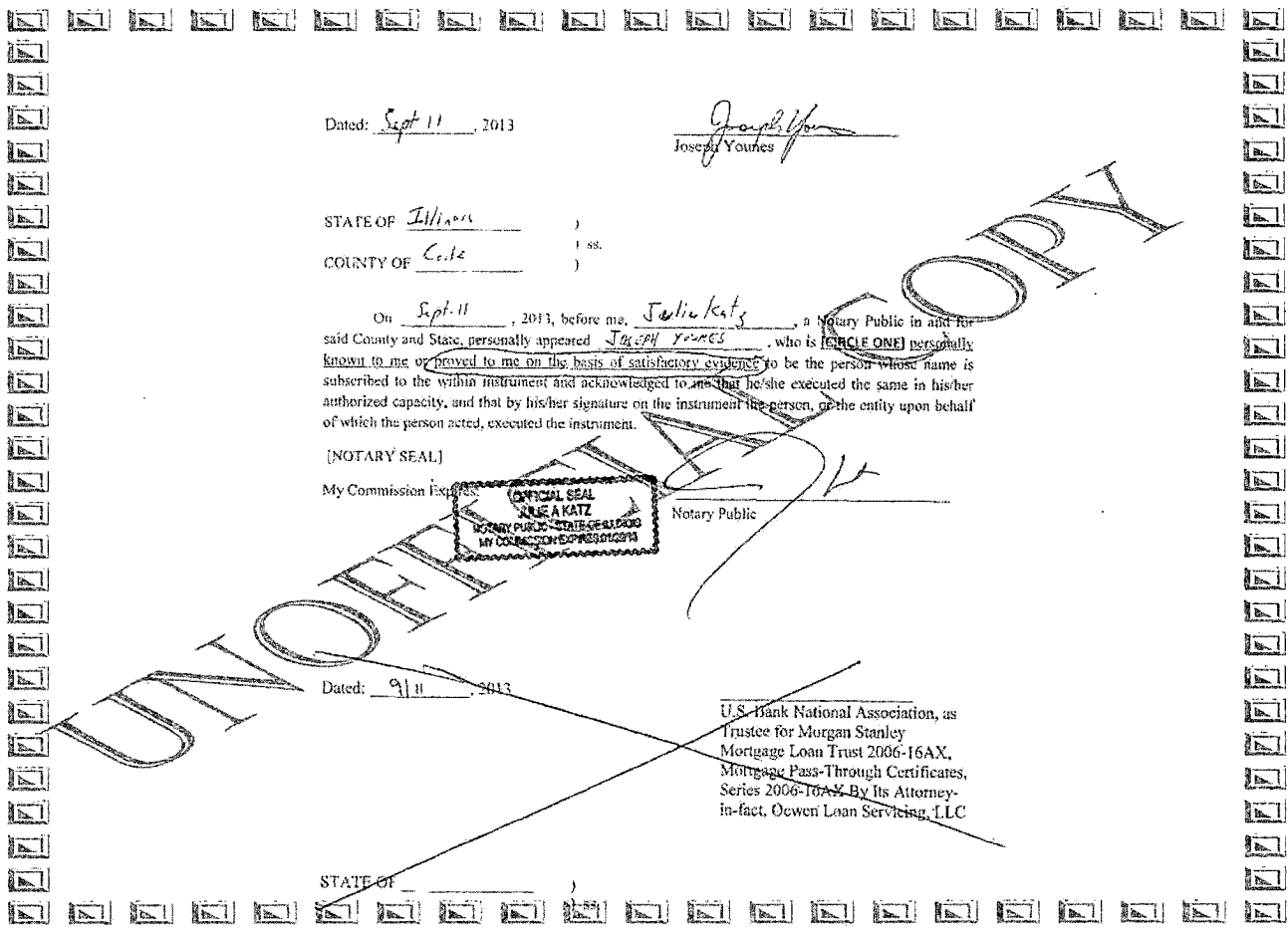
19. **Notices:** All notices should be sent to:

If to Ocwen:
Ocwen Loan Servicing, LLC
12650 Invenity Drive
Orlando, Florida 32626
Phone: 407-737-5341
Fax: 407-737-6144

If to Borrowers:
Joseph Younes
1720 N Sedgwick St
Chicago, IL 60614

20. **Time of the Essence:** Time, and Lender's unimpaired security interest in the Property, shall be of the essence as to your obligations under this Modification.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement on the date set forth opposite his, her or its name below. The undersigned hereby certify that they have read and fully understand all of the terms, provisions, and conditions of this Agreement and have executed this Agreement voluntarily.



Dated: Sept 11, 2013

Joseph Younes
Joseph Younes

STATE OF Illinois)
COUNTY OF Cook) ss.

On Sept 11, 2013, before me, Julie Katz, a Notary Public in and for said County and State, personally appeared Joseph Younes, who is (CIRCLE ONE) personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[NOTARY SEAL]

My Commission Expires:



Notary Public

Dated: 9/11, 2013

U.S. Bank National Association, as
Trustee for Morgan Stanley
Mortgage Loan Trust 2006-16AX,
Mortgage Pass-Through Certificates,
Series 2006-16AX By Its Attorney-
in-fact, Owen Loan Servicing, LLC

STATE OF _____)

Dated: ~~Sept 11~~, 2013

Joseph Younes
Joseph Younes

STATE OF Illinois)
COUNTY OF Cook) ss.

On Sept 11, 2013, before me, Jessie Katz, a Notary Public in and for said County and State, personally appeared Joseph Younes, who is ~~(CIRCLE ONE)~~ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[NOTARY SEAL]

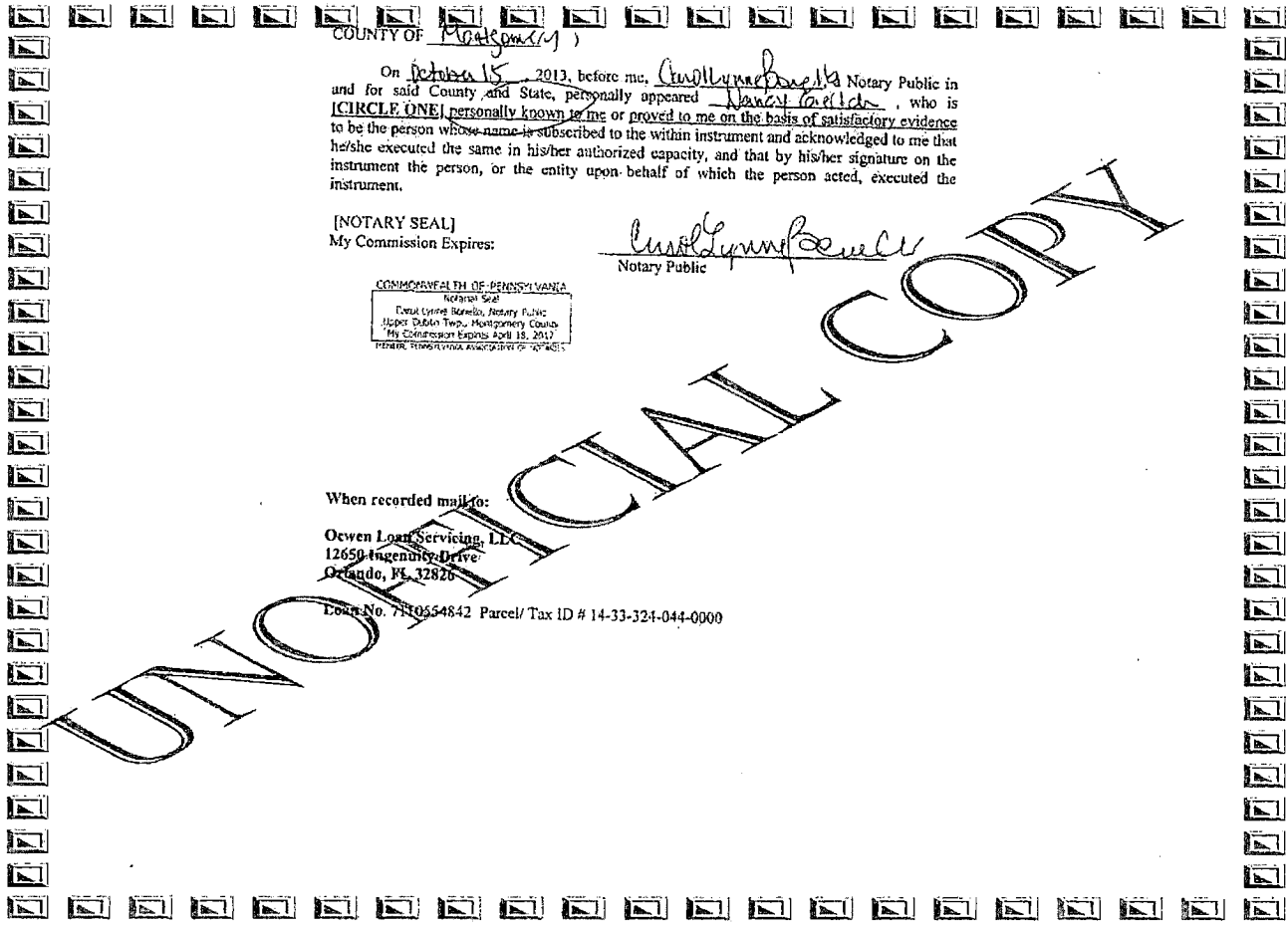
My Commission Expires: October 15, 2013

Jessie Katz
Notary Public

Nancy Gierlich
U.S. Bank National Association, as
Trustee for Morgan Stanley
Mortgage Loan Trust 2006-16AX,
Mortgage Pass-Through Certificates,
Series 2006-16AX By Its Attorney-
in-fact, Ocwen Loan Servicing, LLC
Nancy Gierlich
Senior Counsel

STATE OF Pennsylvania)
) ss.

UNOFFICIAL COPY

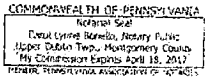


COUNTY OF MONROE

On October 15, 2012, before me, Carol Lynn Bennett Notary Public in and for said County and State, personally appeared Nancy Geller, who is CIRCLE ONE personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[NOTARY SEAL]
My Commission Expires:

Carol Lynn Bennett
Notary Public

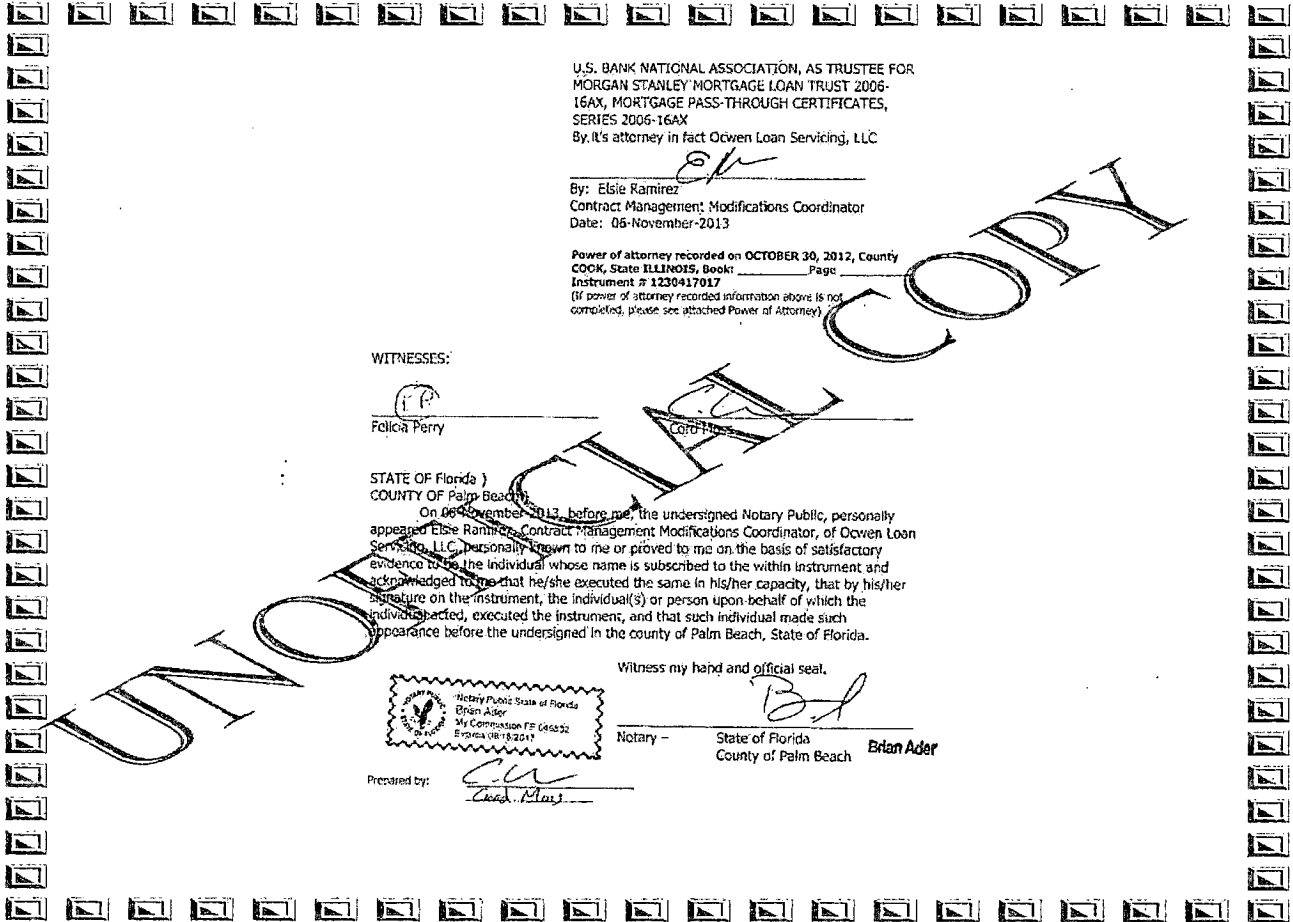


UNOFFICIAL COPY

When recorded mail to:

Owen Loan Servicing, LLC
12650 Ingenuity Drive
Orlando, FL 32826

Docu No. 710654842 Parcel/ Tax ID # 14-33-324-044-0000



U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
MORGAN STANLEY MORTGAGE LOAN TRUST 2006-
16AX, MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-16AX
By, it's attorney in fact Ocwen Loan Servicing, LLC

ER
By: Elsie Ramirez
Contract Management, Modifications Coordinator
Date: 06-November-2013

Power of attorney recorded on OCTOBER 30, 2012, County
COCK, State ILLINOIS, Book _____ Page _____
Instrument # 1230417017
(If power of attorney recorded information above is not
completed, please see attached Power of Attorney)

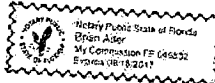
WITNESSES:

FP
Felicia Perry

STATE OF Florida)
COUNTY OF Palm Beach)

On 06-November-2013, before me, the undersigned Notary Public, personally
appeared Elsie Ramirez, Contract Management Modifications Coordinator, of Ocwen Loan
Servicing, LLC, personally known to me or proved to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her capacity, that by his/her
signature on the instrument, the individual(s) or person upon behalf of which the
individual acted, executed the instrument, and that such individual made such
appearance before the undersigned in the county of Palm Beach, State of Florida.

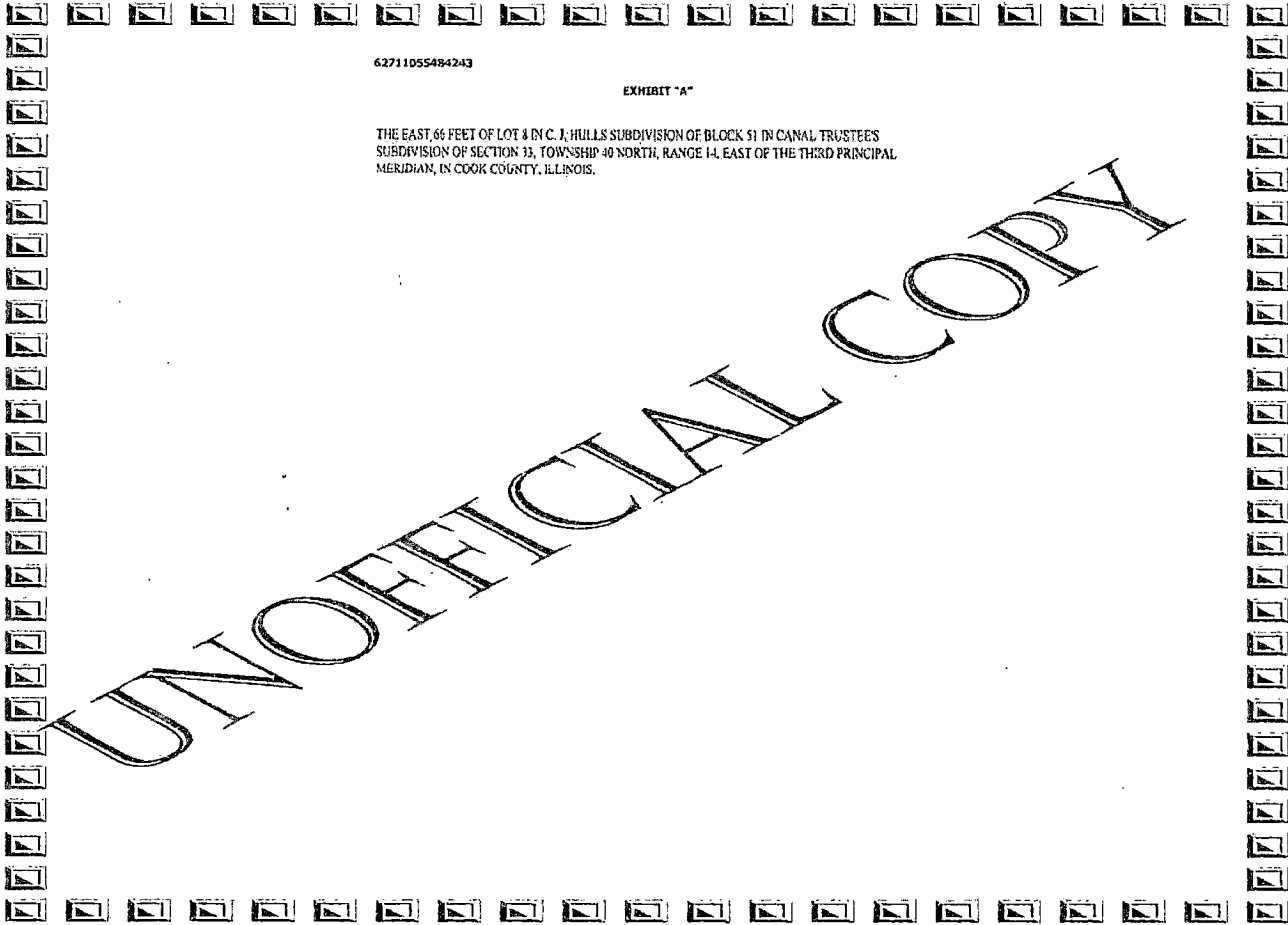
Witness my hand and official seal.



BA
Notary - State of Florida
County of Palm Beach Brian Ader

Prepared by: *CM*
Elsie Ramirez

UNOFFICIAL COPY



62711055484243

EXHIBIT "A"

THE EAST 66 FEET OF LOT 4 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.

UNOFFICIAL COPY

Comments on the above-captioned Loan Modification:

You might be asking yourself “what in the world” is all this legal mumbo-jumbo, and why would it be relevant?
– Fair question(s).

WHAT: This is a copy of the Loan Modification that I obtained from the Cook County, IL Recorder of Deeds office website (<http://CookRecorder.com>) regarding a loan given to one Atty. Joseph Younes, Esq., for 1720 N. Sedgwick St., Old Town district, Chicago, IL 60614 (Parcel/ Tax ID # : 14-33-324-044-0000).

WHY: Yes, it claims that this is an “unofficial” copy, but it not only came from their “official” website (<http://CookRecorder.com>) for the address listed above, but, moreover, even if it is not “official” in and of itself to conclusively prove the existence of said loan mod, “beyond a reasonable doubt” (the highest of the 4 standards in common Anglo-American jurisprudence), **nonetheless, it certainly meets the lowest standard (e.g., reasonable suspicion), to initiate an investigation. Observe:**

That is one of the four (4) 'main' standards for a 'Burden of Proof':

1. **Reasonable suspicion** (A low standard of proof to determine whether a investigation by some government agent –such as a state or Federal regulatory agency –is warranted –or a search by a police officer in a similar setting.)
2. **Preponderance of the evidence** (Aka: “balance of probabilities,” often times “50% plus one” likelihood.)
3. **Clear and convincing evidence** (The intermediate standard, e.g., between #2 above and #4 below, used by many state agencies)
4. **Beyond reasonable doubt** (Not quite the impossible standard of “Beyond the shadow of a doubt,” but certainly the highest standard in Anglo-American jurisprudence & typically only in criminal proceedings, where there's no plausible reason to believe otherwise.)

4. Lawsuit against Younes dropped: Dismiss by stipulation or agreement: 10-23-2013 (below)

This is a screenshot of the docket for:
Case #: 2012-L-007468 (CONTRACT case in Law Division)
Bank America NA v Joseph Younes

MOTION FILED

Attorney: YOUNES JOSEPH

Activity Date: 09/16/2013

Participant: BANK AMERICA NA

MOTION SCHEDULED

Date: 09/23/2013
Court Time: 0930

Attorney: YOUNES JOSEPH

Activity Date: 09/23/2013

Participant: BANK AMERICA

AMEND COMPLAINT OR PETITION - ALLOWED -

Date: 10/23/2013

Judge: BARTKOWICZ, RONALD F.

Activity Date: 09/23/2013

Participant: BANK AMERICA

CASE CONTINUED FOR CASE MANAGEMENT CONFERENCE - ALLOWED -

Date: 10/23/2013
Court Time: 0900

Judge: BARTKOWICZ, RONALD F.

Activity Date: 10/23/2013

Participant: BANK AMERICA

DISMISS BY STIPULATION OR AGREEMENT

Judge: BARTKOWICZ, RONALD F.

5. Judge Michael F. Otto rules in favour of Atty. Joseph Younes: May 15, 2014 (next page)



Doc#: 1413634085 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 D

(Sunday, 16 April 2017)

Richard:

This is Gordon. Do you remember when you asked me for the dates to certain events, which you thought were related in a “cause-and-effect” relationship? Well, I have good news: I was finally able to get those dates—and I was able to back up my claims with facts & documented sources. *First, here are the dates:*

1. Lawsuit against Younes filed: Bank America NA filed Contract complaint on: **07-03-2012**
2. Younes complaints to OAG about Linda Green conspiracy: **Feb 06, 2013**
3. Sweet Loan Mod: US Bank & Younes: **Sept 11, 2013 (pages 8-9) or Oct 15, 2013 (page 10)**
4. Lawsuit against Younes dropped: Dismiss by stipulation or agreement: **10-23-2013**
5. Otto rules in favour of Younes: **May 15, 2014**

Secondly, I'm writing down what I recall that you told me that you suspected had happened, so you'll have a handy copy should you wish you file it in court, give to the news media, or otherwise explain what happened (to, for example, the Attorney General's office, the State's Attorney, the financial crimes detective, etc.). So, here's my best recollection of what you told me (below), and please tell me if I got it right, OK?

((- # 1 -)) First, Bank America NA filed a contract lawsuit against Atty. Joseph Younes, after he stole your house and property via “forged signature” Mortgage Fraud, but Younes was having trouble keeping up with the payments, and thus the bank filed a Foreclosure Lawsuit, here, back on **July 03, 2012**. (Bank America NA v. Joseph Younes, Case #: 2012-L-007468, in the LAW DIVISION of the Cook County, IL trial court.)

((- # 2 -)) Next, you said that you think Younes panicked, and shortly thereafter (**on February 06, 2013**) filed a complaint with the ILLINOIS Office of the Attorney General about the infamous “Linda Green” lost Assignment (rob-signing) scandal, naming Bank of America, Nationwide Title, U.S. Bancorp, DOCX, and alleging they were in a conspiracy of sorts. You said that you thought he was doing this to blackmail them into dropping the lawsuit, and possibly giving him a sweet “Loan Modification” deal on the house that he & Paul Shelton stole from you, when you sought their help for possible refinancing assistance. [Of course, if he thinks there's a conspiracy, whether or not there's one, and continues to participate in & benefit from that Loan Mod, then, of course, he's admitting that he's guilty of the conspiracy too.]

((- # 3 -)) Sure enough, shortly after his complaint to the IL atty. General's office (**either on September 11, 2013 or October 15, 2013**, depending on which of two listed dates is accurate), U.S. Bank Nat'l Assn gave him a “real sweet” deal on his loan for your house, which he stole from you (1720 N. Sedgwick St., Old Town district, Chicago, IL 60614 [Parcel/ Tax ID # : 14-33-324-044-0000]).

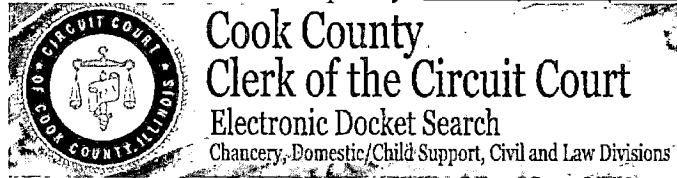
[Details for the policy wonks, news reporters, lawyers, & judges: The initial loan (principal) was for \$583,100.00, but the new loan principal balance was “modified” & lowered to \$210,000.00. The loan mod claims that this “constitutes a discount of \$723,179.74.” If that was the discount, then there, apparently, was a “total” loan principal of \$933,179.74 (e.g., the final amount of 210 grand + plus the 'discount' stated in the loan mod). – If there was a “total” loan principal of \$933,179.74 at some point, but the initial loan (principal) was for \$583,100.00, that suggests that either the difference was due to interest, or perhaps some of the loan was paid off. (Or both?) Whatever the case, the difference between the two totals [\$933,179.74 – minus \$583,100.00] is \$350,079.74. *** That much, I admit, is unclear to me at this point, but ONE thing is CRYSTAL CLEAR: Mr. Younes' loan mod was a “real sweet deal,” insofar as he got the new loan balance principal got lowered to 63.99% percent, or so (e.g., \$373,100.00 / divided by \$583,100.00). Also, the interest rate was set to 2% (two percent) for the first 60 months (5 years), after which it jumps up modestly to 4.39% “for the remainder of the loan.” *** THEREFORE, while I admit that I don't know, offhand, the initial interest rate, I'm guessing it was probably somewhat (if not much) larger. In any event, the 5-year interest rate is VERY CLOSE (if not less – depending on economic conditions) to the rate of inflation. So, ANOTHER thing is

CRYSTAL CLEAR: Mr. Younes' loan mod was a "real sweet deal," insofar as he also got the new interest rate set to almost ZERO.]

((- # 4 -)) Oddly-enough, shortly after that (**on October 23, 2013**, to be exact), the lawsuit against Younes (referenced in point #1, above) was dropped. The docket confirms your suspicion that the bank was in agreement, here: "Dismiss by stipulation or agreement" on 10-23-2013. This supports your theory that Younes had blackmailed them into dropping the lawsuit by accusing them of a "conspiracy." (And then participating in & benefiting from said alleged "conspiracy!!")

((- # 5 -)) Lastly, you told me that Judge Michael F. Otto was an "appointed" judge (and not an elected judge, as you say he lost his race for judgeship, but was later appointed to the bench). I think you told me that this put him in a 'weak' position so that he had a compelling motive to not "rock the boat." Also, I vividly recall that you also told me that Andjelko Galic, your attorney, had told you that the trial court judges in Chancery are pressured to "clear the books" (or words to that effect) of mortgage cases where mortgage companies are litigants. Based on all that, you concluded that Judge Otto was thinking about ruling for you, when it looked like your signature had been forged, and you had not gotten paid anything for the house Younes stole. But, you said that right after Bank America dismissed the case against Younes, there was a "domino effect," where Younes leaned on the bank, knocking it over, and the bank then pressured Otto to rule in their favour (knocking you over, in a "domino effect," so to speak). While I don't think you used the phrase "domino effect," I do think that you told me that it fit to describe this, one of the last times we spoke. *Am I correct (and complete) in my recollection, or did I miss anything? For your convenience, below, are the documents referenced above:*

1. Lawsuit against Younes filed: Bank America NA filed Contract complaint on: **07-03-2012 (below)**
2. Younes complaints to OAG about Linda Green conspiracy: **Feb 06, 2013 (next page)**



Case Information Summary for Case Number
2012-L-007468

Filing Date: 07/03/2012
Division: Law Division
Ad Damnum: \$50000.00

Case Type: CONTRACT
District: First Municipal
Calendar: Y

Party Information

Plaintiff(s)
BANK AMERICA NA

Attorney(s)
SANCHEZ DANIELS HOFFMAN L
333 W. WACKER DR#500
CHICAGO IL, 60606
(312) 641-1555

Defendant(s)
YOUNES JOSEPH

Defendant Date of Service
08/28/2012

Attorney(s)
YOUNES JOSEPH
166W WASHINGTON600
CHICAGO IL, 60602
(312) 372-1122

Case Activity

Activity Date: 07/03/2012

Participant: BANK AMERICA NA

Court Fee: 337.00

Ad Damnum Amount: 50000.00

CONTRACT COMPLAINT FILED

Attorney: SANCHEZ DANIELS HOFFMAN L



LISA MADIGAN

Illinois Attorney General **ATTORNEY GENERALS OFFICE**
 Consumer Fraud Bureau
 500 South Second Street
 Springfield, IL 62706
 217-782-1090
 1-800-243-0618 (Toll free in IL)
 TTY: 1-877-844-5461
www.IllinoisAttorneyGeneral.gov

Office Use Only
 CLMS: 350333
 AG: _____

FEB 08 2013

CONSUMER FRAUD "CHICAGO"

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

YOUR INFORMATION

Name: Mr. Mrs. Ms. (check one)
JOSEPH YOUNES

Address:
120 W. MADISON ST., SUITE 1405

City: CHICAGO State: IL Zip Code: 60602 County: COOK

Your Telephone Number:
 Daytime: 312-372-1122 Ext.: _____
 Evening: _____ Ext.: _____

Your e-mail address (optional): _____

Are you a senior citizen? Yes No
 Are you a veteran? Yes No
 Are you a service member? Yes No

NAME OF SELLER OR PROVIDER OF SERVICE

Name: DOCX

Address:
1111 Alberman Dr., Suite 350

City: Alpharetta State: GA Zip Code: 30005

Telephone: 770-753-4373 Ext.: _____

Website: _____

Additional seller or provider of service involved in transaction:
 Name: U.S. BANKCOAP
 Address: 800 NICOLLETT MALL
 City: MINNEAPOLIS State: MN Zip Code: _____
 Telephone: 651-466-3000 Ext.: _____
 Website: WWW.USBANK.COM

Has this matter been submitted to another government agency, an arbitration service, or to any attorney? Yes No

If yes, please give name, address, telephone: _____

Is court action pending? Yes No

INFORMATION ABOUT THE TRANSACTION

Date of Transaction: _____ Did you sign a contract? Yes No (If yes, please attach a copy) Date contract was signed: _____

Was the product or service advertised? Yes No When? _____ (Please attach a copy of the advertisement, if applicable.)

How was the service advertised?

- Newspaper/magazine
- Radio advertisement
- Television advertisement
- Internet advertisement
- E-mail solicitation
- Direct mail solicitation
- Telephone solicitation
- Yellow pages of the telephone book
- Facsimile solicitation
- Door-to-door solicitation
- Display at merchant's place of business
- Display at a trade show/convention
- Other _____

Total Cost of product/service: \$0.00

Amount paid to date/down payment: \$0.00

Method of payment (check one) (Please attach a copy.)
 Cash Check Money Order Credit Card Debit Card Bank Draft
 Wire Transfer Automatic Debit Other _____

If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes No



Zoom in (Ctrl+Plus)

time that you receive

Where did the transaction take place?

- At my home
- Over the telephone
- By mail
- Over the Internet
- Trade show/convention/home show
- At the firm's place of business
- By facsimile
- Other (Please specify) _____
- There was no transaction

Have you complained to the company or individual?

Yes No

If yes, provide name and phone number of the individual(s):

FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:

Make: _____	Model: _____	Year: _____	New: Yes <input type="checkbox"/> No <input type="checkbox"/>	As-is: Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/> Expiration Date: _____	Name of Extended Warranty: _____	Purchase Date: _____	Current Mileage: _____	Mileage at Purchase: _____

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint.

PLEASE DO NOT SEND ORIGINALS.

I believe that DOEX has engage in fraud in creating the attached lost assignment executed by Linda Green. I believe that U.S. BANCOAP is aware of this fraud and has conspired with DOEX in obtaining this Affidavit. I do not believe U.S. Bank has the proper legal standing in which to file suit against me. (see attached)

What form of relief are you seeking? (E.g., exchange, repair, money back, product delivery, etc.)

READ THE FOLLOWING BEFORE SIGNING BELOW:

- In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless the box below is checked.
- By filing this complaint, I hereby give the business complained about my consent to communicate, including disclosure of non-public personal information, with the Office of the Attorney General about any and all matters connected with this complaint.

Signature: _____



Date: 2/1/13

Please do not send this complaint to the business complained about.

Please print and send the completed form to the address at the top of this complaint form.

Print Form

Navigation icons: printer, home, back, forward, page 2 / 70, search, home

Reset Form

D's Exhibit "A"

Record and Return To:
Pierce and Associates
1 N. Dearborn ST. Fl. 13
Chicago, IL 60602-4321
Fax: 0715886

Please Return To: DOCX
1111 Alderman Dr.
Suite 350
Alpharetta, GA 30005

Please cross-reference to
Mtg/DOT Recorded in
Book N/A, Page N/A,
Instr# 622826137
Adams County, IL.

Project: A063
Loan Number: 000-58942520
Re: 1720 N. Sedgwick St Chicago, IL 60614

LOST ASSIGNMENT AFFIDAVIT

STATE OF GA
COUNTY OF Fulton

Linda Green, Being Vice President On behalf of Saxon Mortgage Servicing, Inc being duly sworn, deposes and says that to his/her best knowledge and belief under the penalty of perjury:

1. I am the Vice President for Saxon Mortgage Servicing, Inc the duly appointed and acting serving entity on behalf of LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, the current holder of a certain note dated 7/28/2006, made by Joseph Younes to the order of (GMAC Mortgage L.L.C.) in the principal sum of \$583100, together with interest at the rate of 8.75 percent (8.75%) per annum (hereinafter referred to as the "Note"). A copy of the Note is attached hereto as "Exhibit A".
2. The Note was secured by a Mortgage/Deed of Trust of same date made by Joseph Younes in GMAC Mortgage LLC, which Security Deed was recorded on 9/16/2006, in Book N/A, Page N/A. Instrument #622826137 in the office of recorder of Adams County, IL.
3. LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX is now the current and has been the holder of the Note and LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX has been in physical possession of all associated loan records since the loan was transferred.
4. Based upon the information available to us, it appears the assignment of the Mortgage/Deed of Trust from GMAC MORTGAGE, LLC to LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX was lost prior to recording when the loan was transferred

MMS



from GMAC MORTGAGE, LLC to LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX and it is not obtainable. LaSalle Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX is the assignee, holder and owner of the loan.

5.

Sworn to and subscribed before me this
_____ day of _____, 20_____

Deponent:



Name: Linda Green

Notary Public:

MMS

000104

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

FILED-6
2011 OCT -7 PM 3:13

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,)
v.)
Richard Daniggelis,)
Defendant/Counter-claimant and cross-claimant,)
_____)
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/Cross-Defendants.)

CLERK
BROTHY BROWN
Case No. 07 CH 29738
Judge Delort
Cal. 57
1720 North Sedgwick Ave.,
Chicago, Illinois

THIRD AMENDED VERIFIED COMPLAINT

Plaintiff, 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, assignee of GMAC Mortgage, LLC, (herein "Plaintiff") alleges as follows:

COUNT I
FORECLOSE MORTGAGE

1. Plaintiff files this count to foreclose its mortgage (herein "Mortgage") hereinafter described, pursuant to 735 ILCS 5/15-1101 *et seq.* of the Illinois Code of Civil Procedure, and joins persons named in the caption as "Defendants," parties.
2. Attached as **Complaint Exhibit A** is a true copy of the Mortgage being foreclosed herein. Attached as **Complaint Exhibit B** is a true copy of the Note secured thereby.
3. Information concerning said Mortgage:
 - (a) Nature of the instrument: Mortgage
 - (b) Date of Mortgage: July 28, 2006
 - (c) Name of the mortgagor: Joseph Younes



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

March 13, 2013

Joseph Younes
120 West Madison Street
Suite 1405
Chicago, IL 60602

Re: Oocx
File No: 2013-CONSC-00350333

Dear Consumer:

Thank you for your recent letter regarding the above-named business. We have recorded this information in our complaint files for future reference.

Should an inquiry into this matter or subsequent complaints indicate actionable violations of Illinois law, your file will be reviewed again for appropriate action. Thank you for your cooperation in bringing this information to our attention.

Sincerely,

ATTORNEY GENERAL
State of Illinois

Virginia Luevano

Virginia Luevano
Citizen's Advocate
Consumer Protection Division
(312) 814-4322

cm



LISA MADIGAN

Illinois Attorney General
 Consumer Fraud Bureau
 500 South Second Street
 Springfield, IL 62706
 217-782-1090
 1-800-243-0618 (Toll free in IL)
 TTY: 1-877-844-5461
 www.IllinoisAttorneyGeneral.gov

Office Use Only
 CLMS: 350479
 AG: _____

FEB 08 2013

CONSUMER FRAUD CHICAGO

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

YOUR INFORMATION

Name: Mr. Mrs. Ms. (check one)
JOSEPH YOUNES.

Address:
120 W. MADISON ST., SUITE 1405

City: CHICAGO State: IL Zip Code: 60602 County: COOK

Your Telephone Number:
 Daytime: 312-372-1122 Ext.: _____
 Evening: _____ Ext.: _____

Your e-mail address (optional): _____

Are you a senior citizen? Yes No
 Are you a veteran? Yes No
 Are you a service member? Yes No

NAME OF SELLER OR PROVIDER OF SERVICE

Name: NATIONWIDE TITLE CLEARING

Address:
2100 U.S. 19 Aft.

City: Palm Harbor State: FL Zip Code: 34683

Telephone: 727-771-4000 Ext.: _____

Website: www.nwtc.com

Additional seller or provider of service involved in transaction:
 Name: BANK OF AMERICA, N.A.
 Address: 100 N. Tryon St.
 City: Charlotte State: NC Zip Code: _____
 Telephone: 800-432-1000 Ext.: _____
 Website: www.bankofamerica.com

Has this matter been submitted to another government agency, an arbitration service, or to any attorney? Yes No

If yes, please give name, address, telephone: _____

Is court action pending? Yes No

INFORMATION ABOUT THE TRANSACTION

Date of Transaction: _____ Did you sign a contract? Yes No
 (If yes, please attach a copy) Date contract was signed: _____

Was the product or service advertised? Yes No When? _____ (Please attach a copy of the advertisement, if applicable.)

- How was the service advertised?
- Newspaper/magazine
 - Radio advertisement
 - Television advertisement
 - Internet advertisement
 - E-mail solicitation
 - Direct mail solicitation
 - Telephone solicitation
 - Yellow pages of the telephone book
 - Facsimile solicitation
 - Door-to-door solicitation
 - Display at merchant's place
 - Display at a trade show/con
 - Other _____

Total Cost of product/service: \$0.00

Amount paid to date/down payment: \$0.00

Method of payment (check one) (Please attach a copy.)
 Cash Check Money Order Credit Card Debit Card Bank Draft
 Wire Transfer Automatic Debit Other _____

If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes No



Zoom in (Ctrl+Plus)

the time that you receive

Where did the transaction take place?

- At my home
- Over the telephone
- By mail
- Over the Internet
- Trade show/convention/home show
- At the firm's place of business
- By facsimile
- Other (Please specify) _____
- There was no transaction

Have you complained to the company or individual?

Yes No

If yes, provide name and phone number of the individual(s):

Michelle A Franz, Attorney in Chicago for US Bank
(See Complaint attached)

FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:

Make: _____	Model: _____	Year: _____	New: Yes <input type="checkbox"/> No <input type="checkbox"/>	As-is: Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/> Expiration Date: _____	Name of Extended Warranty: _____	Purchase Date: _____	Current Mileage: _____	Mileage at Purchase: _____

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint.

PLEASE DO NOT SEND ORIGINALS.

I believe that Nationwide Title has engaged in fraud in creating the attached lost assignment executed by Crystal Moore. I believe that Bank of America has conspired with Nationwide Title in obtaining this document. I do not believe Bank of America has the proper legal standing in which to file suit against me (see attached).

What form of relief are you seeking? (E.g., exchange, repair, money back, product delivery, etc.)

READ THE FOLLOWING BEFORE SIGNING BELOW:

- In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless the box below is checked.
- By filing this complaint, I hereby give the business complained about my consent to communicate, including disclosure of non-public personal information, with the Office of the Attorney General about any and all matters connected with this complaint.

Signature: _____

Date: 2/1/13

Please do not send this complaint to the business complained about.

Print Form Reset Form

Record and Return To:
Pierce and Associates
1 N. Dearborn St, Fl. 13
Chicago, IL 60602-4321
PB# 0713886



Doc#: 0830935278 Fee: \$40.00
Eugene "Gene" Moore RMRP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/04/2008 03:16 PM Pg: 1 of 3

2000538996

AFFIDAVIT OF LOST ASSIGNMENT

The undersigned CRYSTAL MOORE, being duly sworn deposes and states as follows:

1. That (s)he is a ASST. VICE PRESIDENT of SAXON MORTGAGE SERVICES, INC. having its principal place of business at _____, an officer duly authorized to make this affidavit.
2. That (s)he has personal knowledge of the facts set forth in this Affidavit.
3. That SAXON MORTGAGE SERVICES, INC.

("Current Mortgagee") is the owner and holder of a certain mortgage dated 07/28/2006 made by JOSEPH YOUNES

as mortgagors to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

("Original Mortgagee") as mortgagee, which mortgage was recorded in the office of the Register or Recorder/Clerk of COOK County, on in Book/reel page or Doc# 0622821079 on 8/16/2006

That Current Mortgagee owns and holds said mortgage as a result of sale and assignment thereof to SAXON MORTGAGE SERVICES, INC..

The mortgage premise are known as

14-33-324-044-0000

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.

4. That neither a recorded nor an unrecorded instrument of an assignment to SAXON MORTGAGE SERVICES, INC. could be obtained from the files and records of SAXON MORTGAGE SERVICES, INC.

14MS



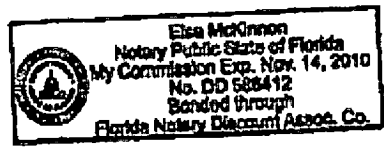
5. That the Affiant has concluded that the Assignment was lost, misplaced or destroyed before the same could be placed of record.
6. That SAXON MORTGAGE SERVICES, INC. is unable to obtain an instrument confirming the sale and assignment of the Current Mortgage to SAXON MORTGAGE SERVICES, INC..
7. That SAXON MORTGAGE SERVICES, INC. duly and properly acquired the Mortgage, and has thereafter serviced the same and has in its possession the secured mortgage loan documentation pertaining to said Mortgage.
8. That SAXON MORTGAGE SERVICES, INC. is the owner of the Mortgage and the note secured thereby, and has not further assigned or transferred said note and Mortgage to any other party.
9. That this affidavit is made to induce the Register/Recorder of said county to accept for recording this instrument, executed and acknowledged by SAXON MORTGAGE SERVICES, INC., in place of said lost, misplaced or destroyed assignment.
10. SAXON MORTGAGE SERVICES, INC. agrees to indemnify and hold harmless the Recorder, Registrar or Clerk of said County from and against any cost or claims which may arise by reason of the acceptance and recording of this affidavit.

dated: 10/23/2008
 SAXON MORTGAGE SERVICES, INC.

By: _____
CRYSTAL MOORE
 ASST. VICE PRESIDENT

STATE OF FLORIDA COUNTY OF Pinellas
 On 10/23/2008 before me, ELSA MCKINNON, Notary Public, personally appeared CRYSTAL MOORE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the same. WITNESS MY hand and official seal.

 ELSA MCKINNON
 Notary Public/Commission expires 11/14/2010
 Prepared by
 Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152



form5/laa1_smsmd

MMS

EXHIBIT "A"; LEGAL DESCRIPTION

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.

TAX NO. 14-33-324-044-0000

Commonly known as:



PIERCE ASSOCIATES
Attorneys for Plaintiff
Thirteenth Floor
1 North Dearborn
Chicago, Illinois 60602
PA0715886

Editor's Note:

Commonly known as 1720 N. Sedgwick (Old Town), Chicago, IL:

Look up the Tax Number, above, at the Property Appraiser's Office, if you need proof!

The Office of the Attorney General redacted the address when granting me this Public Records request.

~ Gordon Wayne Watts



FIRM ID #42258

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

BANK OF AMERICA, N.A.,)

Plaintiff,)

vs.)

No.:

JOSEPH YOUNES.)

Defendant.)

COMPLAINT

Plaintiff, Bank of America, N.A., by its attorneys, Sanchez Daniels & Hoffman, LLP, for its Complaint against Defendant, Joseph Younes, states as follows:

JURISDICTION AND VENUE

1. Defendant, Joseph Younes ("Defendant") is subject to the jurisdiction of this Court pursuant to Section 2-209 of the Illinois Code of Civil Procedure and may receive service of process at 357 Rosalie, Palatine, Illinois 60074.

2. Venue is proper pursuant to Section 2-101 of the Illinois Code of Civil Procedure because Defendant resides in this county.

FACTS

3. Defendant entered into a contract ("contract") with HLB Mortgage to obtain a loan for the benefit of Defendant. (See Credit Agreement and Disclosure attached hereto as Exhibit "A").

4. Bank of America, N.A. acquired the subject loan and has proper standing to enforce the terms of the loan.

3. Sweet Loan Mod: US Bank & Younes: Sept 11, 2013 (pages 8-9) or Oct 15, 2013 (page 10)



Doc: 16031602 Fee: \$30.00
 TIME: 06:09:00 APP: F04: 01.00
 Karon A. Yarbrough
 Cook County Recorder of Deeds
 Date: 01/21/2014 12:09 PM Pg: 1 of 12

When recorded mail to: #8588223
 First American Title
 Less Migration Title Services 24541 2
 P O Box 27670
 Santa Ana, CA 92760
 RE: YOUNES - PROPERTY REPORT

LOAN MODIFICATION AGREEMENT

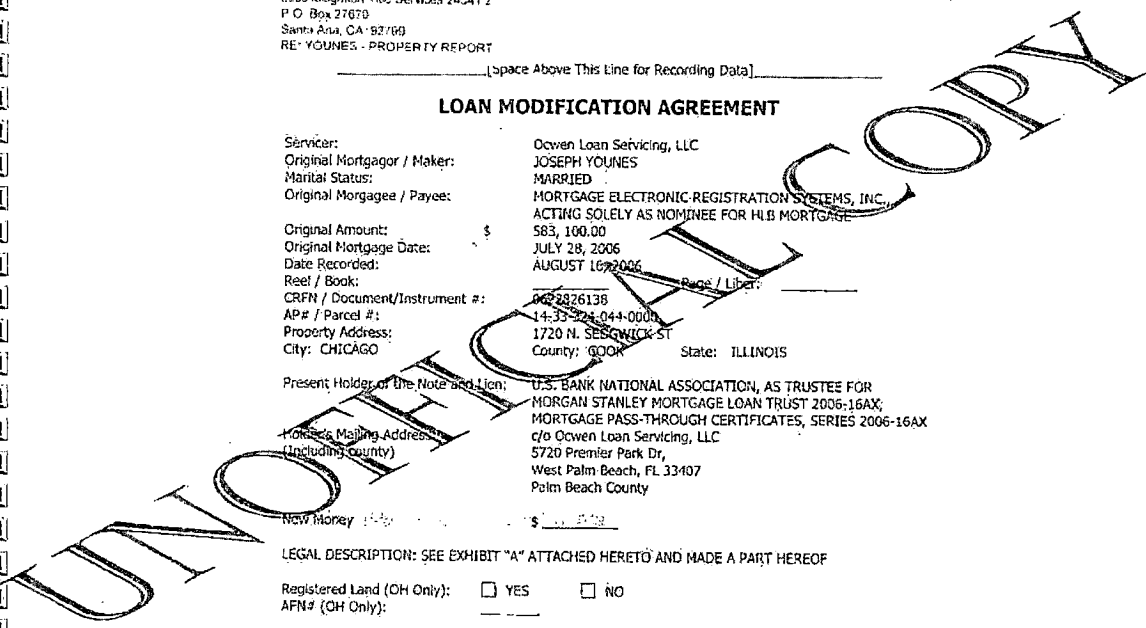
Service: Owen Loan Servicing, LLC
 Original Mortgagor / Maker: JOSEPH YOUNES
 Marital Status: MARRIED
 Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
 ACTING SOLELY AS NOMINEE FOR HLB MORTGAGE
 Original Amount: \$ 583,100.00
 Original Mortgage Date: JULY 28, 2006
 Date Recorded: AUGUST 16, 2006
 Reel / Book: _____ Page / Liber: _____
 CRFN / Document/Instrument #: 062826138
 AP# / Parcel #: 14-33-324-044-0000
 Property Address: 1720 N. SEEGWICK ST
 City: CHICAGO County: COOK State: ILLINOIS

Present Holder of the Note and Lien: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
 MORGAN STANLEY MORTGAGE LOAN TRUST 2006-16AX;
 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-16AX
 c/o Owen Loan Servicing, LLC
 5720 Premier Park Dr,
 West Palm Beach, FL 33407
 Palm Beach County

New Money: \$ _____

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Registered Land (OH Only): YES NO
 AFN# (OH Only): _____
 District (NYC Only): _____ Section: _____ Block: _____ Lot: _____
 District (MA Only): _____
 Lot (DC Only): _____ Square: _____



MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (the "Modification") is made and entered into between U.S. Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX, c/o Ocwen Loan Servicing, LLC ("OLS"), whose address is 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 and Joseph Younes ("Borrower") whose address is 1720 North Sedgwick St, Chicago, IL 60614. The Modification is as follows:

RECITALS

A. On or about July 28, 2006 the predecessor of U.S. Bank National Association, as Trustee for Morgan Stanley Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX (hereafter "Investor") loaned \$583,100.000 (the "Loan") to Joseph Younes, which is evidenced by a note dated July 28, 2006, payable to the order of HLB Mortgage (the "Note," a true and correct copy of which is attached hereto as Exhibit "A").

B. The Note is secured by a Mortgage to Secure Debt, dated July 28, 2006 and recorded among the official records of the County of Cook on August 16, 2006, as Document 0622826138 (the "Mortgage," a true and correct copy of which is attached hereto as Exhibit "B").

C. The Mortgage grants HLB Mortgage a security interest in the Property owned by you and described in the Mortgage and allows HLB Mortgage to enforce remedies, including foreclosure of the Property, upon occurrence of a default, including your failure to make payments as agreed under the Note.

D. U.S. Bank National Association, as Trustee for Morgan Stanley Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX ("Investor") is now the owner of the Note and Mortgage (the "Loan Documents") and you agree that the Loan Documents are the only agreements and documents now in effect with respect to the Loan. Any other understandings, agreements or arrangements, which may have existed pertaining to the Loan, are now terminated. OLS and the Investor shall be collectively referred to as "Ocwen" for purposes of this Modification.

E. The parties have agreed that Ocwen shall refrain from exercising the rights and remedies granted to it by the loan Documents and, instead, agree to modify the terms of your obligations under the Loan Documents pursuant to the terms and conditions set forth in this Modification.

F. Pursuant to the mutual agreement to modify the Loan Documents, and in consideration of the promises, conditions, and terms set forth below, Ocwen has agreed to adjust the repayment terms of the Note, and the total amount due with respect to the Note. Ocwen has also agreed to reinstate the Loan as current and not in default as of the Effective Date, as defined below.

LOAN MODIFICATION

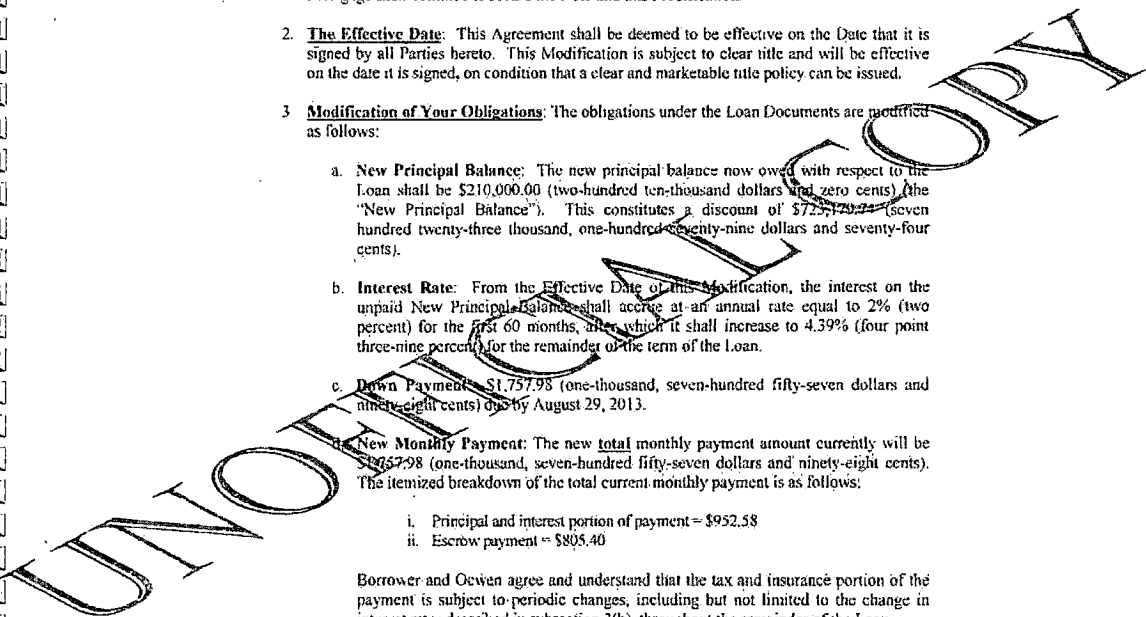
UNOFFICIAL COPY

NOW THEREFORE, in consideration of the foregoing recitals which you agree to be true and correct and a part of this Modification, you and Lender agree as follows:

1. **Validity of the Loan Documents:** Except as expressly modified by this Modification, the terms and conditions of the Loan Documents remain in full force and effect and the Mortgage shall continue to secure the Note and this Modification.
2. **The Effective Date:** This Agreement shall be deemed to be effective on the Date that it is signed by all Parties hereto. This Modification is subject to clear title and will be effective on the date it is signed, on condition that a clear and marketable title policy can be issued.
3. **Modification of Your Obligations:** The obligations under the Loan Documents are modified as follows:
 - a. **New Principal Balance:** The new principal balance now owed with respect to the Loan shall be \$210,000.00 (two-hundred ten-thousand dollars and zero cents) (the "New Principal Balance"). This constitutes a discount of \$72,719.77 (seven hundred twenty-three thousand, one-hundred twenty-nine dollars and seventy-four cents).
 - b. **Interest Rate:** From the Effective Date of this Modification, the interest on the unpaid New Principal Balance shall accrue at an annual rate equal to 2% (two percent) for the first 60 months, after which it shall increase to 4.39% (four point three-nine percent) for the remainder of the term of the Loan.
 - c. **Down Payment:** \$1,757.98 (one-thousand, seven-hundred fifty-seven dollars and ninety-eight cents) due by August 29, 2013.
 - d. **New Monthly Payment:** The new total monthly payment amount currently will be \$857.98 (one-thousand, seven-hundred fifty-seven dollars and ninety-eight cents). The itemized breakdown of the total current monthly payment is as follows:
 - i. Principal and interest portion of payment = \$952.58
 - ii. Escrow payment = \$805.40

Borrower and Owen agree and understand that the tax and insurance portion of the payment is subject to periodic changes, including but not limited to the change in interest rates described in subsection 3(b), throughout the remainder of the Loan.

- e. **Payment Term:** The first New Monthly Payment will be due on October 1, 2013, with all of your subsequent New Monthly Payments due on the first day of each month following this date and continuing for 275 months until August 1, 2036, when your remaining New Principal Balance, as defined above, including any additional interest, charges, advances, and other fees and costs related to the Loan which Owen has not yet collected will be due.



f. **Late Charges:** In the event the New Monthly Payment has not been received within fifteen (15) days of the first day of the month when such New Monthly Payment is due, Borrower agrees to pay a late charge of five percent (5%) of the total New Monthly Payment due.

g. **Force Place Insurance:** If you fail to obtain insurance and Owen shall be required to force place insurance in order to protect its security interest, then the escrow portion of the total monthly payment may increase. Additionally, borrower(s) release Owen from any liability in connection with said force place insurance being inadequate as to the amount of coverage obtained by Owen.

4. **Right to Prepay:** Consistent with the Note, Mortgage/Deed in Trust.

5. **Escrow Account:** If the loan is non-escrowed, then the borrower are independently responsible for the payment of taxes and insurance and are required to pay both their property taxes and their insurance directly to the appropriate entities. However, whether the loan is escrowed or non-escrowed, in the event the borrowers fail to keep current and pay either their taxes or any type of insurance required for the property either by State Law or by the Owen, then Owen may advance these amounts to protect its security interest and if necessary, increase the amount of the monthly mortgage payment in order to compensate for the escrow shortage which will occur by said advancement. Therefore, Owen is permitted to impose an escrow impound account upon the subject loan. Owen may at any time collect and hold funds in the escrow account in an amount not to exceed the maximum amount a lender for a Federally related mortgage loan may require for Borrowers' escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. et seq. ("RESPA"). Owen may estimate the amount of funds due for the escrow account on the basis of current data for any past due amounts and make reasonable estimates for expenditures of future escrow items and adjust Borrowers' monthly payment amount accordingly should it become necessary to do so in the event of non-payment of taxes and insurance. However, the remaining paragraphs of the note and mortgage regarding payment of taxes and insurance still apply.

6. **Insurance Requirements.** The insurance carrier providing the insurance shall be chosen by you subject to Owen's approval which shall not be unreasonably withheld. All insurance policies and renewals shall include Owen's loan number and include a standard mortgagee clause for the benefit of: U.S. Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX.

7. **Additional Events of Default.** Without limiting the other events of default set forth in the Loan Documents, you will be in default under this Modification and under the Loan Documents upon the occurrence of any one or more of these events:

a. Any material representation or warranty made by you in the Loan Documents, this Modification, or any initial agreement proves to be false or misleading in any respect.

b. You fail to make the New Monthly Payments as required by this Modification.

c. You sell or convey any interest in the Property without Ocwen's prior written consent.

d. Breach of any of the terms or provisions of this Modification.

8. **Consequences of Your Default:** If you default under this Modification or the Loan Documents after the Effective Date (your "Default"), Ocwen may, in addition to the remedies provided by the Loan Documents, subject only to applicable law, institute any foreclosure or collection proceedings without prejudice for having accepted any payments, including but not limited to the New Monthly Payments, under this Modification and exercise any of its rights and remedies against you under the Loan Documents and/or this Modification.

9. **Your Representations and Warranties:** As a material condition to Ocwen's willingness to enter into this Modification, you represent and warrant the following facts:

a. That you are indebted to Ocwen pursuant to the terms of the Loan Documents and this Modification, that your Total Debt is accurately set forth in this Loan Modification, paragraphs 3 and 5, above, and that you have no claims, actions, causes of action, statute of limitations or other defenses, counterclaims, or setoffs of any kind, including any claims pursuant to the Federal Truth in Lending Act, which you can assert against Ocwen and/or the Investor in connection with the making, closing, administration, collection, or enforcement by Ocwen and/or the Investor of the Loan Documents, this Modification, or any related agreement at any time, past, present or future.

b. You represent and warrant that you have no intention to file or agree to any bankruptcy proceeding at any time after the Effective Date and that you believe the terms of this Modification are sufficient to allow you to comply with your obligations under the Loan Documents and this Modification. In the event that you are or become the subject of a bankruptcy proceeding, you consent to relief from any automatic stay which may be imposed and which would, otherwise, prevent from proceeding with foreclosure in the event you are in Default pursuant to the Loan Documents and/or this Modification.

c. You represent and warrant that all material statements you have made to Ocwen, whether written or oral, all financial information and releases you have provided to Ocwen regarding you or the Property, and all information provided pursuant to any initial agreement you may have signed with Ocwen and/or their predecessor(s) in interest, remain valid and were true as of the date made and as of the Effective Date.

d. That you understand that this Modification is legally binding and that it affects your rights. You have obtained, or have had the opportunity to obtain, independent legal counsel concerning the meaning and importance of this Modification and further

UNNOTICED COPY

represent and warrant that you are signing this Modification voluntarily and with full understanding of its contents and meaning.

10. **Your Release of Ocwen:** In the event that you have any claims, actions or causes of action, Statute of limitations or other defenses, counterclaims or setoffs of any kind which exist as of the date of this modification, whether known or unknown to you, which you now or hereafter may assert against Ocwen in connection with the making, closing, administration, collection or the enforcement by Ocwen of the Loan documents, this modification or any other related agreements, then by executing this modification you forever irrevocably waive and relinquish them. Ocwen, including U.S. Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX, shall include for the purposes of this modification, but shall not be limited to investor's present and former officers, directors, employees, agents, servicing agents, attorneys and all prior and subsequent parties in interest, including but not limited to investor's predecessor(s) in interest.

11. **Final Agreement:** This Modification may not be supplemented, changed, waived, discharged, eliminated, modified or omitted except by written document executed by both you and Ocwen. This Modification and the accompanying Settlement and Release Agreement constitutes the entire agreement between you and Ocwen and supersedes all previous negotiations and discussions between you, Ocwen and Ocwen's predecessors in interest, and neither parole evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in this Modification.

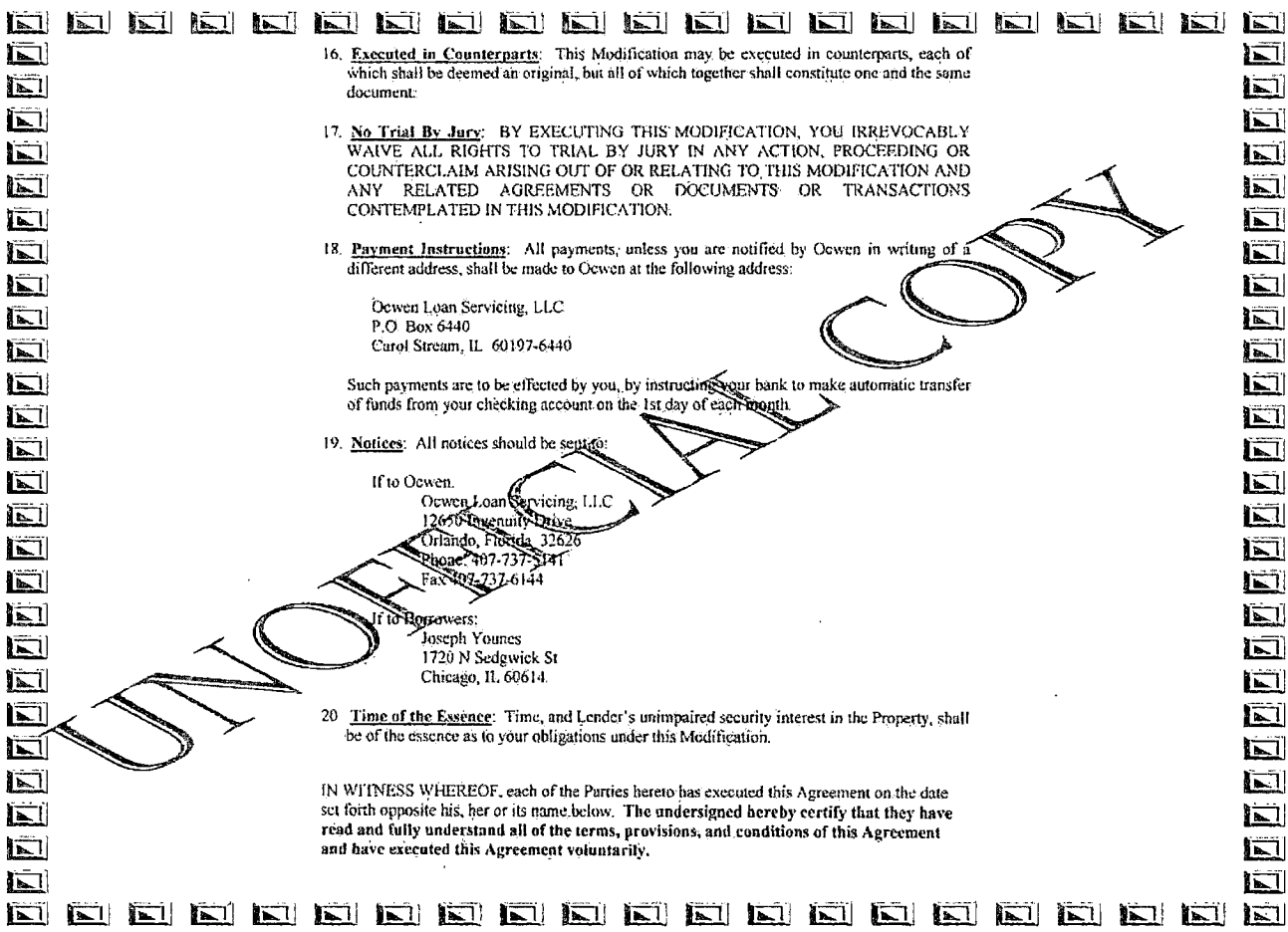
12. **No Novation:** You expressly agree that this Modification is not a new loan from Ocwen but simply the modification of your existing obligations under the Loan Documents. Neither you nor Ocwen has any intention to extinguish or discharge the indebtedness or the liens evidenced by the Loan Documents.

13. **Choice of Law and Severability:** This Modification shall be governed by and construed under the laws of the State where the Property is located. If any portion, term or provision of this Modification is held by a court of competent jurisdiction to be illegal or in conflict with such law, the validity of the remaining portions, terms or provision of this Modification shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Modification did not conflict with such law and/or did not contain the portion, term or provision held to be invalid.

14. **Successors:** This Modification shall bind the parties' respective successors, assigns, heirs and personal representatives. This Modification shall not be understood to limit in any way the right of Ocwen to sell, or otherwise convey, any interest in the subject obligation to another, provided that such subsequent party in interest is also bound as Ocwen to the terms of this Modification.

15. **References:** All references to the singular shall include the plural and all references to one lender herein shall include both lenders.

UNCONFIRMED COPY



16. **Executed in Counterparts:** This Modification may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

17. **No Trial By Jury:** BY EXECUTING THIS MODIFICATION, YOU IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MODIFICATION AND ANY RELATED AGREEMENTS OR DOCUMENTS OR TRANSACTIONS CONTEMPLATED IN THIS MODIFICATION.

18. **Payment Instructions:** All payments, unless you are notified by Ocwen in writing of a different address, shall be made to Ocwen at the following address:

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

Such payments are to be effected by you, by instructing your bank to make automatic transfer of funds from your checking account on the 1st day of each month.

19. **Notices:** All notices should be sent to:

If to Ocwen:
Ocwen Loan Servicing, LLC
12670 Tavenhill Drive
Orlando, Florida 32626
Phone: 407-737-5141
Fax: 407-737-6144

If to Borrowers:
Joseph Younes
1720 N Sedgwick St
Chicago, IL 60614.

20. **Time of the Essence:** Time, and Lender's unimpaired security interest in the Property, shall be of the essence as to your obligations under this Modification.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement on the date set forth opposite his, her or its name below. The undersigned hereby certify that they have read and fully understand all of the terms, provisions, and conditions of this Agreement and have executed this Agreement voluntarily.

UNOFFICIAL COPY


Dated: Sept 11, 2013

Joseph Younes
Joseph Younes

STATE OF Illinois)
COUNTY OF Cook) ss.

On Sept 11, 2013, before me, Judie Katz, a Notary Public in and for said County and State, personally appeared Joseph Younes, who is (UNCLE ONE) personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[NOTARY SEAL]

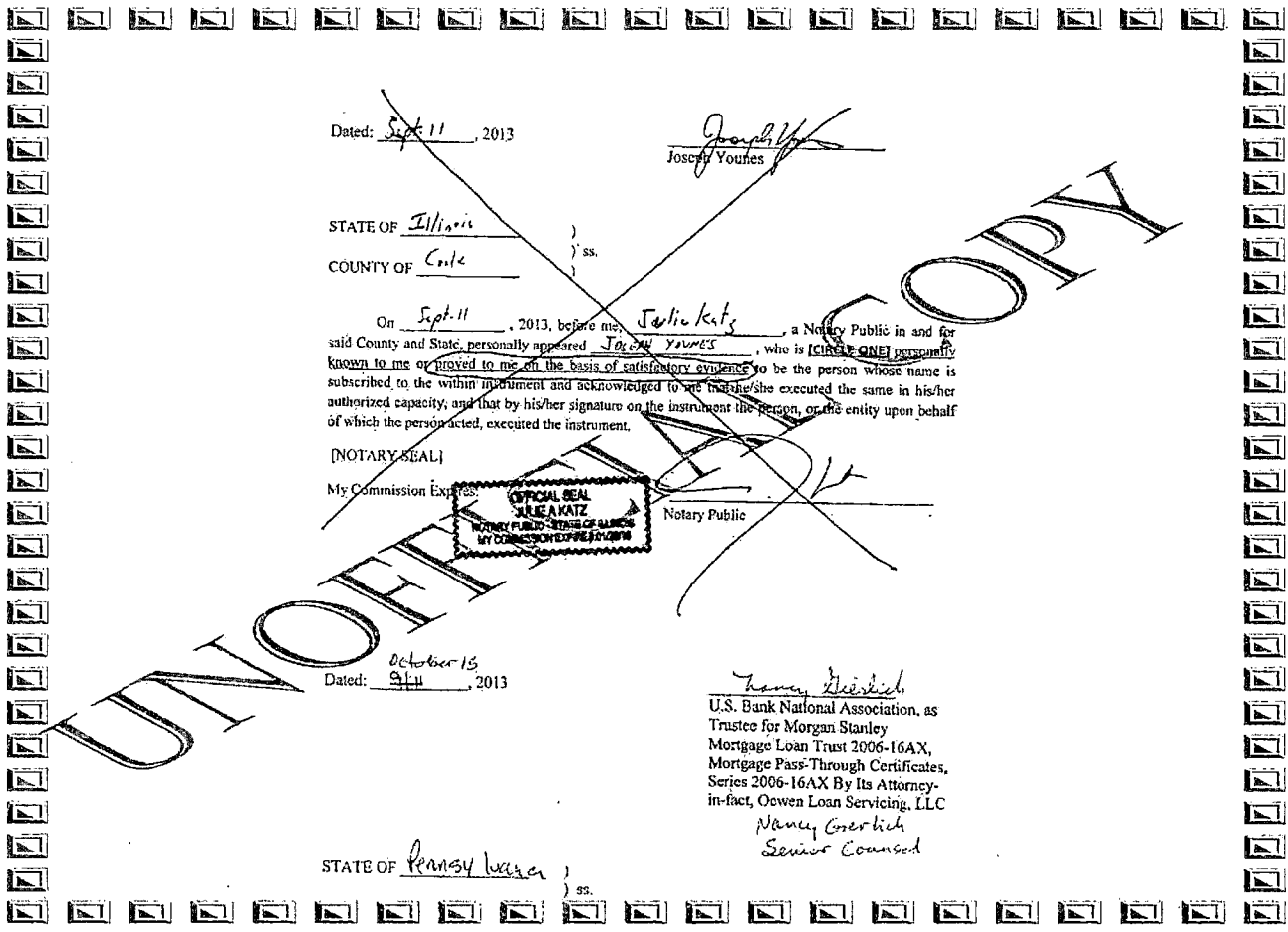
My Commission Expires:  Notary Public

UNOFFICIAL COPY

Dated: 9/11, 2013

U.S. Bank National Association, as Trustee for Morgan Stanley Mortgage Loan Trust 2006-16AX, Mortgage Pass-Through Certificates, Series 2006-16AX By Its Attorney-in-fact, Owen Loan Servicing, LLC

STATE OF _____)



Dated: Sept 11, 2013

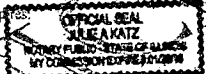
Joseph Younes
Joseph Younes

STATE OF Illinois)
COUNTY OF Cook) ss.

On Sept 11, 2013, before me, Julie Katz, a Notary Public in and for said County and State, personally appeared Jordan Younes, who is (CIRCLE ONE) personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[NOTARY SEAL]

My Commission Expires:



Notary Public

Dated: October 15, 2013
2013

Nancy Gerlach
U.S. Bank National Association, as
Trustee for Morgan Stanley
Mortgage Loan Trust 2006-16AX,
Mortgage Pass-Through Certificates,
Series 2006-16AX By Its Attorney-
in-fact, Owen Loan Servicing, LLC

Nancy Gerlach
Senior Counsel

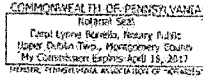
STATE OF Pennsylvania)
) ss.

COUNTY OF Montgomery

On October 15, 2013, before me, Candice Lynn Borella, a Notary Public in and for said County and State, personally appeared Daniel Borella, who is **(CIRCLE ONE)** personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[NOTARY SEAL]
My Commission Expires:

Candice Lynn Borella
Notary Public



When recorded mail to:

Owen Loan Servicing, LLC
12650 Ingenuity Drive
Orlando, FL 32826

Loan No. 7110554842 Parcel/ Tax ID # 14-33-324-044-0000

UNOFFICIAL COPY

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
MORGAN STANLEY MORTGAGE LOAN TRUST 2006-
16AX, MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-16AX
By it's attorney in fact Cowen Loan Servicing, LLC

ER
By: Elsie Ramirez
Contract Management Modifications Coordinator
Date: 05-November-2013

Power of attorney recorded on OCTOBER 30, 2012, County
COOK, State ILLINOIS, Book: _____ Page
Instrument # 1230417017
(If power of attorney recorded information above is not
completed, please see attached Power of Attorney.)

WITNESSES:

FP
Felicia Perry

STATE OF Florida }
COUNTY OF Palm Beach }

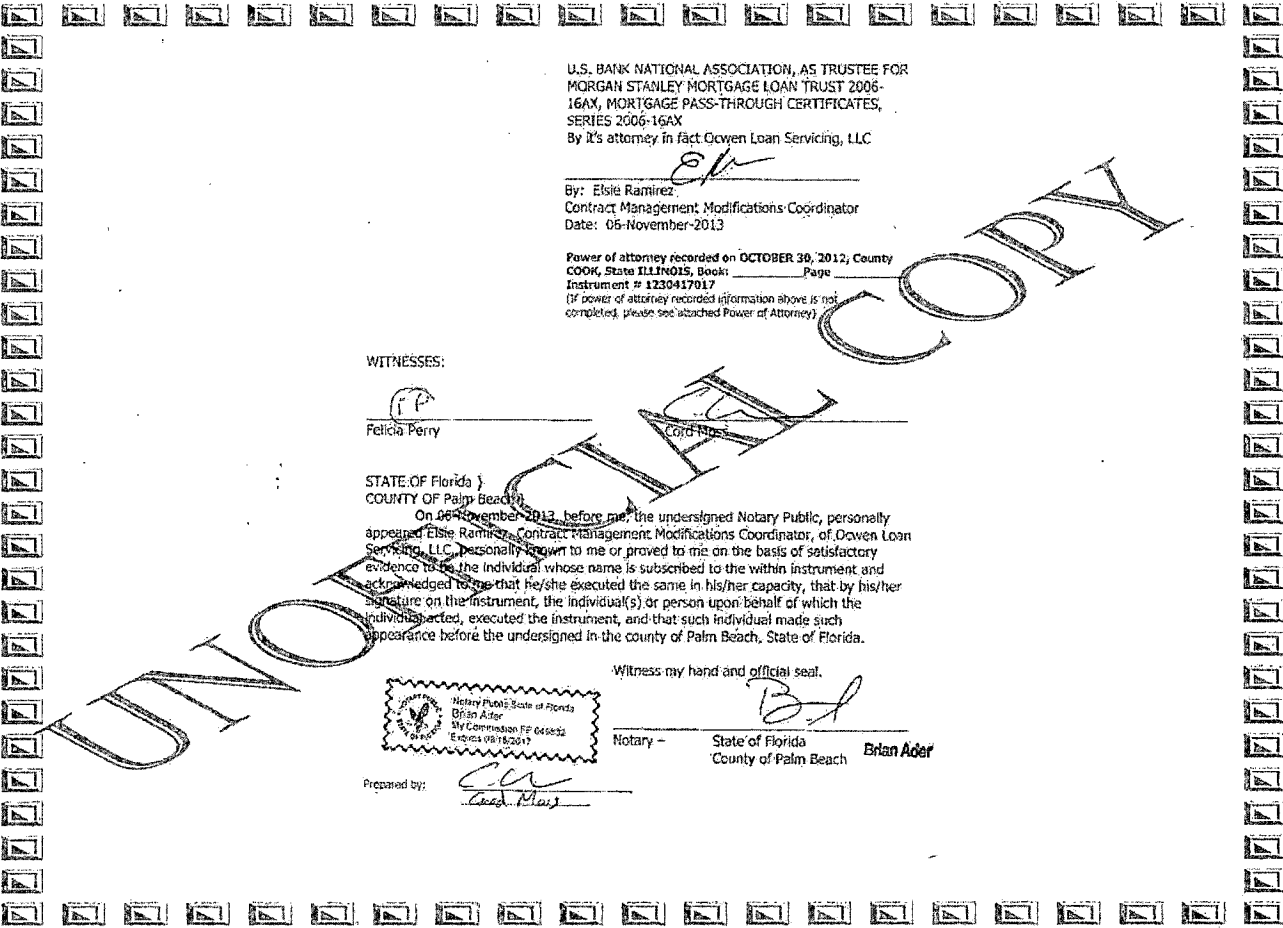
On 05 November 2013, before me, the undersigned Notary Public, personally
appeared Elsie Ramirez, Contract Management Modifications Coordinator, of Cowen Loan
Servicing, LLC, personally known to me or proved to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her capacity, that by his/her
signature on the instrument, the individual(s) or person upon behalf of which the
individual acted, executed the instrument, and that such individual made such
appearance before the undersigned in the county of Palm Beach, State of Florida.

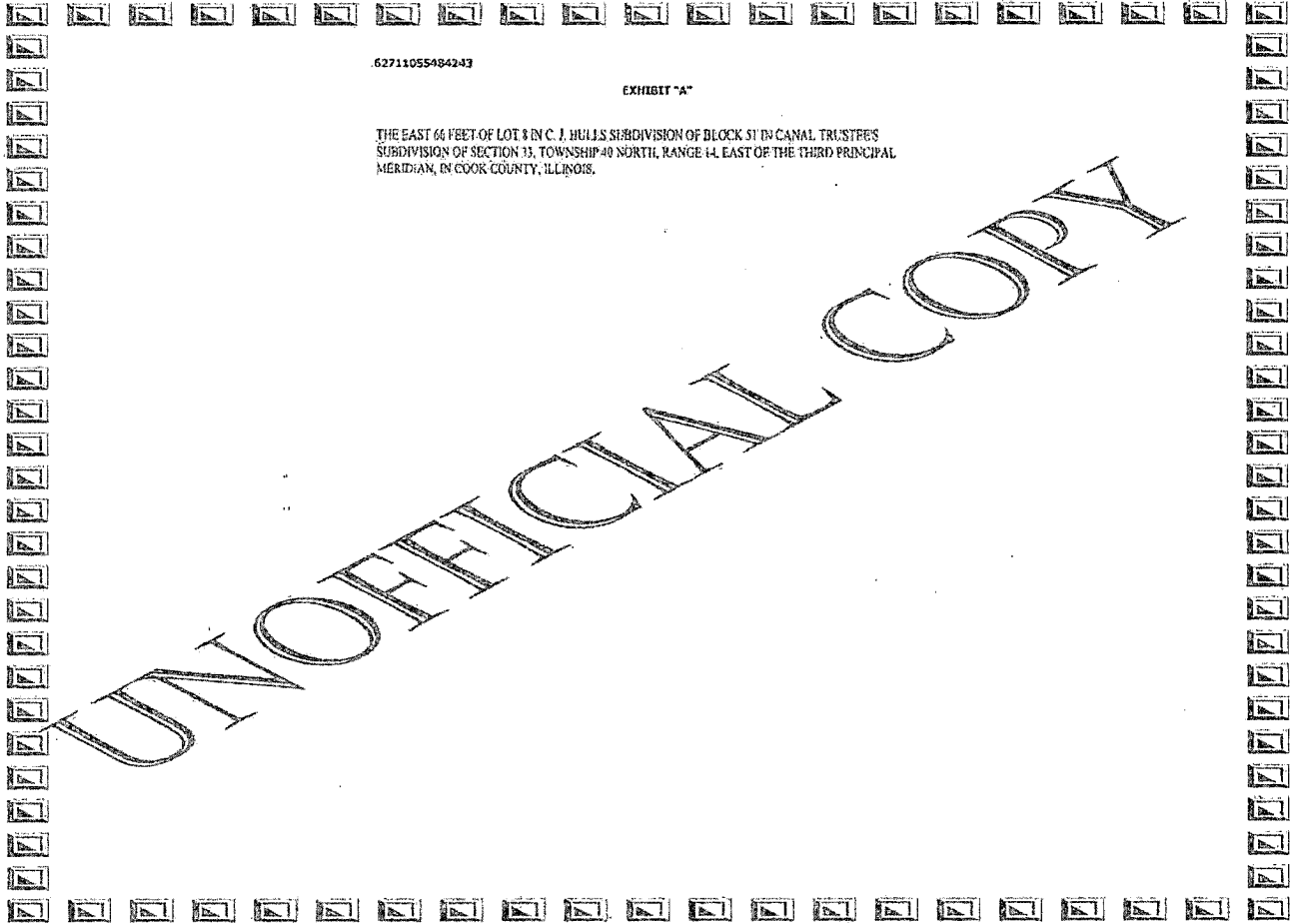
Witness my hand and official seal.



BA
Notary - _____
State of Florida
County of Palm Beach **Brian Ader**

Prepared by: *CA*
Cash, Mary





62711055484243

EXHIBIT "A"

THE EAST 66 FEET OF LOT 8 IN C. J. HULL'S SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEES
SUBDIVISION OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Comments on the above-captioned Loan Modification:

You might be asking yourself “what in the world” is all this legal mumbo-jumbo, and why would it be relevant?
– Fair question(s).

WHAT: This is a copy of the Loan Modification that I obtained from the Cook County, IL Recorder of Deeds office website (<http://CookRecorder.com>) regarding a loan given to one Atty. Joseph Younes, Esq., for 1720 N. Sedgwick St., Old Town district, Chicago, IL 60614 (Parcel/ Tax ID # : 14-33-324-044-0000).

WHY: Yes, it claims that this is an “unofficial” copy, but it not only came from their “official” website (<http://CookRecorder.com>) for the address listed above, but, moreover, even if it is not “official” in and of itself to conclusively prove the existence of said loan mod, “beyond a reasonable doubt” (the highest of the 4 standards in common Anglo-American jurisprudence), **nonetheless, it certainly meets the lowest standard (e.g., reasonable suspicion), to initiate an investigation. Observe:**

That is one of the four (4) 'main' standards for a 'Burden of Proof':

1. **Reasonable suspicion** (A low standard of proof to determine whether a investigation by some government agent –such as a state or Federal regulatory agency –is warranted –or a search by a police officer in a similar setting.)
2. **Preponderance of the evidence** (Aka: “balance of probabilities,” often times “50% plus one” likelihood.)
3. **Clear and convincing evidence** (The intermediate standard, e.g., between #2 above and #4 below, used by many state agencies)
4. **Beyond reasonable doubt** (Not quite the impossible standard of “Beyond the shadow of a doubt,” but certainly the highest standard in Anglo-American jurisprudence & typically only in criminal proceedings, where there's no plausible reason to believe otherwise.)

4. Lawsuit against Younes dropped: Dismiss by stipulation or agreement: 10-23-2013 (below)

This is a screenshot of the docket for:
Case #: 2012-L-007468 (CONTRACT case in Law Division)
Bank America NA v Joseph Younes

MOTION FILED

Attorney: YOUNES JOSEPH

Activity Date: 09/16/2013

Participant: BANK AMERICA NA

MOTION SCHEDULED

Date: 09/23/2013
Court Time: 0930

Attorney: YOUNES JOSEPH

Activity Date: 09/23/2013

Participant: BANK AMERICA

AMEND COMPLAINT OR PETITION - ALLOWED -

Date: 10/23/2013

Judge: BARTKOWICZ, RONALD F.

Activity Date: 09/23/2013

Participant: BANK AMERICA

CASE CONTINUED FOR CASE MANAGEMENT CONFERENCE - ALLOWED -

Date: 10/23/2013
Court Time: 0900

Judge: BARTKOWICZ, RONALD F.

Activity Date: 10/23/2013

Participant: BANK AMERICA

DISMISS BY STIPULATION OR AGREEMENT

Judge: BARTKOWICZ, RONALD F.

5. Judge Michael F. Otto rules in favour of Atty. Joseph Younes: May 15, 2014 (next page)



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

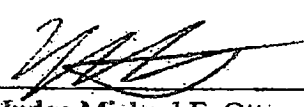
2. On or about December 3, 2009, Richard Daniggelis ("Daniggelis") filed his Third Amended Counterclaim in the above-captioned matter to quiet title against Joseph Younes ("Younes"), wherein Daniggelis asserted a claim against Younes' ownership of the Subject Property. Said claim by Daniggelis constituted 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
MAY 15 2014
Circuit Court -- 2065

Clerk

Date

Exhibit E

O.B. (3)

NO. 1-14-2751

Trial Court No.: 2007 CH 29738

IN THE APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

GMAC Mortgage, LLC n/k/a Bank of America, N.A. aka)
)
 "LaSalle Bank National Association," aka "US Bank, NA.")
 as trustee for Morgan Stanley Loan Trust 2006-16AX,)
)
 Plaintiff)
)
 Vs.)
)
 Richard B. Daniggelis)
)
)
 Defendant)

FILED APPELLATE COURT
 1ST DIST
 2016 JUN 17 PM 2:14
 STEVEN M. RAVID
 CLERK OF COURT

EMERGENCY MOTION EX PARTE FOR REINSTATEMENT OF APPEAL

1. Richard B. Daniggelis, the defendant, proceeding In Forma Paperis, and pro se, because my attorney, Andjelko Galic, has left the country for some personal reason and did not respond to a May 17, 2016 motion by J. Younes to dismiss the case for lack of timely progress. It appears this court dismissed this case on June 8, 2016 despite a pending motion by Mr Galic on or about May 15, 2016 asking for an extention to file answers or motions.

2. I have not received any response from Mr. Galic despite leaving him telephone messages and sending him e-mails this week since learning of the dismissal order. There have been no replies to my submissions to his office.

3. Due to the status of the dismissal and the uncertainty of action by my Attorney, I am filing this Emergency Motion to Reinstate my case on the basis of the pending Motion to Extend

or if there is no valid pending motion, then to request this Emergency Motion to reinstate my case because of the inaction of my attorney and to give me time to find my attorney or hire another one.

4. I respectfully ask This Court to grant my motion instanter due to the emergency nature of my situation, allow me to proceed ex parte without contacting the other parties and having the Court serve them their service copies which I cannot do because I am In Forma Pauperis.

EMERGENCY MOTION, ex parte, FOR TEMPORARY RESTRAINING ORDER AND INJUNCTION WITH STAY PENDING APPEAL

5. If the court decides it cannot decide instanter, I move that the Court grant a stay of enforcement over any lower courts action and over any further gutting of and destruction of the inside of my house which has been in my family since my family owned it in the early 1900's.

6. J. Younes has been gutting the inside of my house since the issue of the dismissal Order on June 8, 2016 and hauling away the debris. It is imperative that this be stopped until all these issues are decided. It will be clear from the evidence that the illegal transfer by forged deed and documents should be set aside and title cleared in my name to reinstate my ownership and large financial equity. The evidence will make the likelihood of my winning the decision over whelming.

Certificate of Service

The undersigned, hereby certifies under penalties of perjury as provided by law pursuant to

735 ILCS 5/1-109, that I am only serving this court because I am In Forma Pauperis, and I respectfully ask this court to serve all parties who might need to be served.

Respectfully submitted,

I WILL SERVE BY U S MAIL

ON JUNE 17, 2016

Richard Daniggelis
Richard B. Daniggelis, pro se

Motion for Waiver of Court Fees

1. Pursuant to Supreme Court Rule 298 (Application for Waiver of Court Fees) and IL Appellate Court, 1st Dist. Local RULE 13 (WAIVER OF FEES), I hereby move This Court for Waiver of Court Fees.
2. Attached is my notarized statement assets and liabilities

Respectfully submitted

Richard B. Daniggelis, pro se

AFFIDAVIT

I, Richard Daniggelis, hereby attesting and giving a sworn statement that the foregoing statements are true:

- 1) Paul Shelton, an attorney who fraudulently transferred the title of my house in Lincoln Park, Chicago, Illinois in July 2006 was disbarred in January 2016 for mortgage fraud (see attached).
- 2) Paul Shelton, transferred the title from my name Richard Daniggelis, to the name of Joseph Younes, an attorney who was his former partner for ten (10) years according to Paul Shelton.
- 3) I made out a sworn statement to this effect in April 2007 that the deed that was used in a closing, was forged (see attached).
- 4) The two attorneys Joseph Younes and Paul Shelton arranged a closing without my knowledge or authorization whatsoever.
- 5) The deed was prepared by Paul Shelton, whose name is on the top of the deed (see attached).
- 6) Paul Shelton, was a real estate attorney and an agent for Stewart Title and Stewart Title was the Title Company that handled the closing.
- 7) The forged deed was notarized by Paul Shelton's wife, Lisa Vitek, whom, I never saw before the day she was in court giving false testimony that I gave her my driver's license at the time of the notarizing (see attached).
- 8) I never accepted any money what so ever for my house.
- 9) I was told that Joseph Younes never brought any of his own money to the closing and that there was a man named Larouche who was involved financially during the closing.
- 10) As I maintain, I was the rightful owner, I stayed in the house, going to court representing myself as well as well as having pro bono attorneys. Andjelko Galic has represented me for about the last five (5) years.