

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

STATE OF ILLINOIS, DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION (IDFPR), DIVISION OF BANKING (1-800-560-6420) [www.facebook.com/ILDFPR](http://www.facebook.com/ILDFPR) / [www.idfpr.com](http://www.idfpr.com) / <http://twitter.com/#!/IDFPR>  
122 S. Michigan Avenue, Suite 1900, Chicago, Illinois 60603 **E-mail:** [FPR.RealEstate@Illinois.gov](mailto:FPR.RealEstate@Illinois.gov)  
Complaint Intake Unit – Real Estate Division, 100 West Randolph, 9th Floor, Chicago, Illinois 60601  
**Phone:** (312) 814-4500; Toll Free: 1-888-4REGUL8 (1-888-473-4858), TTY: 1-866-325-4949

**ATTENTION:** Karen Konstant ([Karen.Konstant@Illinois.gov](mailto:Karen.Konstant@Illinois.gov))

**Friday, 04 September 2015**

-----Original Message-----

**From:** "Konstant, Karen" <[Karen.Konstant@illinois.gov](mailto:Karen.Konstant@illinois.gov)> [Karen Konstant]  
**To:** "GWW1210@AOL.COM" <[GWW1210@AOL.COM](mailto:GWW1210@AOL.COM)> [Gordon Wayne Watts]  
**Subject:** (no subject)  
**Date:** Thu, 13 Aug 2015 14:28:42 +0000

Deficient in letter of explanation for agency review.

ATTACHMENT: [RealEstateComplaint.pdf \(53.4 KB\)](#)

---

**Dear Ms. Konstant:** I am in receipt of your August 13, 2015 email above, which was in response to my FedEx delivery of some documents that were delivered to your agency and received on the previous Friday, August 07, 2015. Thank you for speaking with me by phone regarding my concern and complaint, which I asked the IDFPR to review & address. You asked me to download the complaint form attached, fill it out, & return it, to help your agency to more accurately address my complaints. (You said you'd hold my documents until you got my filled-out form. Thank you, if you still have them.) **First off, I owe you an apology for being so slow to respond:** On Tuesday, August 04, 2015, right before I returned your email message & telephoned you, a large (heavy) chunk of the ceiling in my room collapsed, coming “this close” to killing me while I slept due to water damage from a leaky roof: It is an older 1920's-30's style cement ceiling (they don't make them anymore), and the damage to my roof, ceiling, & room was extensive; I was overwhelmed for a good number of weeks doing basic repairs & cleanup –and most days was sore from head-to-toe before I collapsed into bed, and “returned for more” the next day. – I am *only now* recovering access to my computer, Internet, word processing, etc.

**OK, enough of the formalities –here's the bottom line:** When we spoke by phone, you said that you thought my complaints against Attorneys Joseph Younes & Paul L. Shelton were moot & unable to be addressed by your agency because the IDFPR couldn't revoke a license if it had already been revoked. You used a very funny analogy, in my opinion! You said that trying to revoke a license from someone who'd already had it revoked (Shelton) –or never had it (as with Younes) would be like trying to kill a dead person. Ha hah! Good one, Karen! Honestly, I thought my chances were toast, & I almost gave up on thinking the IDFPR could help me get justice –until I got an “inspiration.” But, turn-about is fair play: I have the come-back of the century, so get ready. Younes & Shelton, who are reputed to have been business partners (according to what Daniggelis says he was told by Shelton: check with them for details) **are both guilty of unlicensed practice of real estate.** Now, it's *my* turn for a colourful analogy, Karen: We all thought *my* chances for justice before the IDFPR were “dead,” but now the Phoenix is “rising from the ashes” – renewed, reborn, and ready for the battle for justice! **Here are the particulars – First off, please find the following documents enclosed:**

- 1) This cover letter, here.

- 2) The “**CONSUMER SERVICES INQUIRY FORM \* Real Estate**” PDF that you emailed me.
- 3) The court documents include my sworn Affidavit (which describe the **facts** of the case), my proposed *Amicus Curiae* brief (which make **legal arguments** alleging numerous illegal activities), and a 46-page Addendum of “Supporting documents.” – As I state on the cover-page of that addendum, it was necessary to compile this because the intended audience (you) do not have ready access to the “full record” of the actual court documents (needed do “document” and verify my claims) – as do the judges looking at this. (NOTE: The court brief does include some key documents, so my addendum, here, may be a bit repetitive, but I try to list these docs in approximately the same order as referenced in the court brief – for your convenience.)

### Here are the principals:

- Mr. Gordon Wayne Watts (myself) – my contact information is on this letter, here.
- Mr. Richard B. Daniggelis, 1720 N. Sedgwick St., (Old Town) Chicago, IL – that is technically not his current address, as his home and land were stolen from him in mortgage fraud, making my elderly, seventy-six (76) year-old friend, homeless, and presently living on the streets, but that's the closest I can get to his contact information. His private cell phone is (312) 774-4742, which he does employ is you need to contact him to verify or clarify anything, here. (Daniggelis' attorney, Andjelko Galic, is listed in the attached records & may be contacted therewith, but I wouldn't bother: he can barely handle his current workload, which is why I was needed to intervene.)
- Atty. Joseph Younes' official contact information is as follows: Joseph Younes Law Offices / <http://ChicagoAccidentAttorney.net> 120 W. Madison St Ste 1405 Chicago, IL 60602-4128 Phone: (312) 372-1122 ; Fax: (312) 372-1408 Email is thought to be: [RoJoe69@yahoo.com](mailto:RoJoe69@yahoo.com) per <http://www.ZoomInfo.com/p/Joseph-Younes/599467626>)
- Now, getting in contact with Atty. Paul L. Shelton might be a bit more difficult, since my FedEx deliveries to some of his recent business addresses were returned as undeliverable. (I.e., I do not believe that he still has law offices at 700 E. Ogden Ave. or 1010 Jorie Blvd.) The 2009 order in my addendum lists his address as: “Paul L. Shelton, 10. N. Adams St., Hinsdale, IL 60521,” and a 2013 reply he made to the IL Atty. Registration & Disciplinary Commission lists his address as: “Paul L. Shelton, 3 Grant Square, Suite # 363, Hinsdale, IL 60521.” So, your guess is as good as mine as to where he might live. (And, reading his closing statements, it seems he, himself, might be homeless and/or the victim of foreclosure after having had to close one of his offices.)

We remember what Shelton did to Lessie Towns, *right?* **Your** agency permanently revoked his broker's license, giving him an uncommon lifetime ban. Ms. Towns, an elderly lady, was facing foreclosure (like Daniggelis) and sought help to get a loan mod or similar. Well, Shelton & colleagues tricked Towns into signing paperwork, a classic mortgage fraud scheme to “flip” the house to another buyer, thus stealing her home! **However, what Shelton & Younes did to Daniggelis was actually worse in two (2) significant ways:** **First**, while Shelton & Younes misrepresented what Daniggelis was supposed to sign, the old man was smart and demanded that strict limits be placed on any prospective sale, thus making sure to avoid a “naked grab” for his property. However, when those contractual conditions weren't met, someone (probably Shelton, I'm guessing) photocopied his signature, whited out the date, & resubmitted the Warranty Deed, this time closing on it using a photocopied (forged) signature. I discovered forensic evidence of this fraud, something his own attorney sadly missed. Thus, Daniggelis' Affidavit of Forgery, on Record at the Recorder's Office & the court, made the allegation, but DIDN'T offer proof to verify his claim. Shelton & Younes benefited from a forgery (that I'm guessing one of them committed), something they DIDN'T do *even to Towns*. **Secondly**, it's bad enough that Shelton broke the law, but now he's no longer a licensed broker, yet is continuing to practice Real Estate –engaging in unlicensed practice now, and with Younes aiding & abetting. Let's look more closely at what Illinois Law says on that head, *OK?*

**Before I forget, there are a few new developments:** The court was not only very slow to grant my public records request (as I document), but, more recently, they have lost my request to supplement the record on appeal. (I would have had no need to ask them to do this had I been on time in my filing, but their slowness in granting my records requests delayed me for over a year. Then, when I made the request to supp the record on appeal, they lost those filings!) I am not suggesting anything malicious: The court is often-times short-staffed and struggling under budget constraints.

Also, the elderly victim is homeless, and this is of no small concern.

But, just now, I heard reports of attempts to demolish or renovate Daniggelis' house, possibly in an attempt to destroy it and “moot” any appeals. Whether this was intentional or merely a misunderstanding, Younes, the legal owner (through fraud, as I prove) was indeed guilty of this, as I document in photos of the Stop Work Order from CHICAGO City Code Enforcement, which I obtained through contacts I have in Chicago. All this is a recipe for disaster, and thus it needs your immediate attention,

**But, back to the main issue: I made allegations of unlicensed practice of real estate, and this bears closer inspection: According to 225 ILCS 454/1-10, "Broker" means:** an individual, partnership, limited liability company, corporation, or registered limited liability partnership other than a real estate salesperson or leasing agent who, whether in person or through any media or technology, for another and for compensation, or with the intention or expectation of receiving compensation, either directly or indirectly:

- (1) Sells, exchanges, purchases, rents, or leases real estate.
- (2) Offers to sell, exchange, purchase, rent, or lease real estate.
- (3) Negotiates, offers, attempts, or agrees to negotiate the sale, exchange, purchase, rental, or leasing of real estate.
- (4) Lists, offers, attempts, or agrees to list real estate for sale, lease, or exchange.
- (5) Buys, sells, offers to buy or sell, or otherwise deals in options on real estate or improvements thereon.
- (6) Supervises the collection, offer, attempt, or agreement to collect rent for the use of real estate.
- (7) Advertises or represents himself or herself as being engaged in the business of buying, selling, exchanging, renting, or leasing real estate.
- (8) Assists or directs in procuring or referring of leads or prospects, intended to result in the sale, exchange, lease, or rental of real estate.
- (9) Assists or directs in the negotiation of any transaction intended to result in the sale, exchange, lease, or rental of real estate.
- (10) Opens real estate to the public for marketing purposes.
- (11) Sells, leases, or offers for sale or lease real estate at auction.
- (12) Prepares or provides a broker price opinion or comparative market analysis as those terms are defined in this Act, pursuant to the provisions of Section 10-45 of this Act.

**According to 225 ILCS 454 / ARTICLE 20. DISCIPLINARY PROVISIONS, things can get quite nasty for those found to have engaged in the unlicensed practice of Real Estate in Illinois:** Section 20-10 (Unlicensed practice; civil penalty), includes this provision: “(a) Any person who practices, offers to practice, attempts to practice, or holds oneself out to practice as a real estate broker, real estate salesperson, or leasing agent without being licensed under this Act shall, in addition to any other penalty provided by law, pay a civil penalty to the Department in an amount not to exceed \$25,000 for each offense as determined by the Department.”

**Now, in all fairness, there are a few exceptions to the licensure requirements above, as outlined in 225 ILCS 454/5-20:**

**The requirement for holding a license under this Article 5 shall not apply to:**

**(1) Any person, partnership, or corporation that as owner or lessor** performs any of the acts described in the definition of "broker" under Section 1-10 of this Act with reference to property owned or leased by it, or to the regular employees thereof with respect to the property so owned or leased, where such acts are performed in the regular course of or as an incident to the management, sale, or other disposition of such property and the investment therein, provided that such regular employees do not perform any of the acts described in the definition of "broker" under Section 1-10 of this Act in connection with a vocation of selling or leasing any real estate or the improvements thereon not so owned or leased.

**(2) An attorney in fact acting under a duly executed and recorded power of attorney to convey real estate from the owner or lessor or the services rendered by an attorney at law in the performance of the attorney's duty as an attorney at law.**

(3) Any person acting as receiver, trustee in bankruptcy, administrator, executor, or guardian or while acting under a court order or under the authority of a will or testamentary trust.

(4) Any person acting as a resident manager for the owner or any employee acting as the resident manager for a broker managing an apartment building, duplex, or apartment complex, when the resident manager resides on the premises, the premises is his or her primary residence, and the resident manager is engaged in the leasing of the property of which he or she is the resident manager.

(5) Any officer or employee of a federal agency in the conduct of official duties.

(6) Any officer or employee of the State government or any political subdivision thereof performing official duties.

(7) Any multiple listing service or other similar information exchange that is engaged in the collection and dissemination of information concerning real estate available for sale, purchase, lease, or exchange for the purpose of providing licensees with a system by which licensees may cooperatively share information along with which no other licensed activities, as defined in Section 1-10 of this Act, are provided.

(8) Railroads and other public utilities regulated by the State of Illinois, or the officers or full time employees thereof, unless the performance of any licensed activities is in connection with the sale, purchase, lease, or other disposition of real estate or investment therein not needing the approval of the appropriate State regulatory authority.

(9) Any medium of advertising in the routine course of selling or publishing advertising along with which no other licensed activities, as defined in Section 1-10 of this Act, are provided.

(10) Any resident lessee of a residential dwelling unit who refers for compensation to the owner of the dwelling unit, or to the owner's agent, prospective lessees of dwelling units in the same building or complex as the resident lessee's unit, but only if the resident lessee (i) refers no more than 3 prospective lessees in any 12-month period, (ii) receives compensation of no more than \$1,500 or the equivalent of one month's rent, whichever is less, in any 12-month period, and (iii) limits his or her activities to referring prospective lessees to the owner, or the owner's agent, and does not show a residential dwelling unit to a prospective lessee, discuss terms or conditions of leasing a dwelling unit with a prospective lessee, or otherwise participate in the negotiation of the leasing of a dwelling unit.

(11) An exchange company registered under the Real Estate Timeshare Act of 1999 and the regular employees of that registered exchange company but only when conducting an exchange program as defined in that Act.

(12) An existing timeshare owner who, for compensation, refers prospective purchasers, but only if the existing timeshare owner (i) refers no more than 20 prospective purchasers in any calendar year, (ii) receives no more than \$1,000, or its equivalent, for referrals in any calendar year and (iii) limits his or her activities to referring prospective purchasers of timeshare interests to the developer or the developer's employees or agents, and does not show, discuss terms or conditions of purchase or otherwise participate in negotiations with regard to timeshare interests.

(13) Any person who is licensed without examination under Section 10-25 (now repealed) of the Auction License Act is exempt from holding a broker's or salesperson's license under this Act for the limited purpose of selling or leasing real estate at auction, so long as:

(A) that person has made application for said exemption by July 1, 2000;

(B) that person verifies to the Department that he or she has sold real estate at auction for a period of 5 years prior to licensure as an auctioneer;

(C) the person has had no lapse in his or her license as an auctioneer; and

(D) the license issued under the Auction License Act has not been disciplined for violation of those provisions of Article 20 of the Auction License Act dealing with or related to the sale or lease of real estate at auction.

(14) A person who holds a valid license under the Auction License Act and a valid real estate auction certification and conducts auctions for the sale of real estate under Section 5-32 of this Act.

(15) A hotel operator who is registered with the Illinois Department of Revenue and pays taxes under the Hotel Operators' Occupation Tax Act and rents a room or rooms in a hotel as defined in the Hotel Operators' Occupation Tax Act for a period of not more than 30 consecutive days and not more than 60 days in a calendar year.

Alright, all that above is more lengthy than an Encyclopædia, but we really need only concentrate on the first couple “exceptions,” *with me so far?* This first exception obviously doesn't apply: Neither Shelton nor Younes was the legal owner when the 'closing' took place. (The one at which Daniggelis was not present –or so he claims, and I believe.)

The second exception allows for a POA (Power of Attorney) to do this, but we see numerous problems here: First off, the “closing” took place outside the time frame in the May 09, 2006 Warranty Deed, and, as I prove in my court filings, the July 09, 2006 Warranty Deed was a forgery, and thus you may (read; MUST) ignore it. Also, as Daniggelis got no “consideration,” it's obvious that he would not just “hand over” his nearly Million-Dollar lot and multi-story house in the historic Old Towne district. Also, Daniggelis was trying to refinance his house, not simply give it away. Since I prove multiple violations of criminal law in my filings, the attorneys who were engaging in mortgage fraud have “unclean hands,” and even IF Daniggelis was crazy enough to simply “give away” his huge house (with all those hundreds of thousands of dollars of equity in it), we realise that the attorneys would still not be entitled to anything at all under the 'Unclean Hands' Doctrine: They got where they did by fraud.

Younes and Shelton do not come close to any other exception, and thus they are not only quite guilty of fraud (a reason for Shelton's previous legal troubles), but now they are forging ahead full-steam, and they have not learned from their mistakes, and are continuing mortgage fraud – **this time while engaging in unlicensed practice of real estate.**

My elderly friend is homeless and suffering –all because he merely wanted a loan mod –a refinance. And, even after he reported the fraud, the State's Attorney, Police, Sheriff, and Courts all **“passed the buck”** back to one another, and no one (except myself!) investigated his claims of forgery and obtained proof to document his claims of fraud by photocopy forgery (and other frauds too numerous to mention, but detailed in my legal filings). **You know your job; Now, please just do it.**

**With kind Regards, I am, Sincerely,**

---

**Gordon Wayne Watts**