

COUNTY OF COOK

FILED - 3

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

2007 OCT 17 AM 9:39

GMAC MORTGAGE, LLC

CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
CHANCERY DIV.

PLAINTIFF

) NO. \_\_\_\_\_ CLERK

VS

) JUDGE

JOSEPH YOUNES; MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., AS NOMINEE  
FOR HLB MORTGAGE; RICHARD DANIGGELIS;  
UNKNOWN HEIRS AND LEGATEES OF JOSEPH  
YOUNES, IF ANY; UNKNOWN OWNERS AND NON  
RECORD CLAIMANTS ;

07CH29738

DEFENDANTS

COMPLAINT TO FORECLOSE MORTGAGE

For its Complaint Plaintiff says:

1. Plaintiff files this Complaint to Foreclose the mortgage, trust deed or other conveyance in the nature of a mortgage (hereinafter called "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", as parties hereto.
2. Attached as "EXHIBIT A" is a true copy of the Mortgage. Attached as "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 the Mortgage: July 28, 2006
  - (c) Name of the mortgagors or grantors:  
JOSEPH YOUNES;
  - (d) Name of the mortgagee, trustee or grantee in the Mortgage:  
M.E.R.S., INC. AS NOMINEE FOR HLB MORTGAGE
  - (e) Date of Recording or Registering: August 16, 2006
  - (f) Place of Recording or Registering:  
Office of the Recorder of Deeds of Cook County, Illinois
  - (g) Identification of Recording: Document No. 0622826138

- (h) Interest Subject to the mortgage: Fee Simple.
- (i) Amount of Original Indebtedness: \$583,100.00
- (j) Capacity in which Plaintiff brings this suit: Plaintiff is the legal holder, agent or nominee of the legal holder, of the indebtedness. Plaintiff is the owner, agent or nominee of the owner, of the Mortgage given as security.
- (k) Legal description of mortgaged premises:

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.

COMMONLY KNOWN AS:

1720 NORTH SEDGWICK STREET  
CHICAGO, IL 60614

TAX ID# 14-33-324-044-0000

- (l) Statement as to amount now due: After all payments received have been applied, mortgagors are now in default for the monthly payments for June 2007 through the present; the balance due on the Note and the Mortgage is the total of the principal balance of \$579,991.10, plus interest, costs and fees, and advances if any, made by the plaintiff. The current per diem interest rate is \$139.04.
- (m) Name of present owners of said premises:

JOSEPH YOUNES;

- (n) Names of persons in addition to said owners, but excluding any non-record claimants as defined in the Illinois Mortgage and Foreclosure Act who are joined as Defendants and whose interest in, or lien on, the mortgaged real estate is sought to be terminated:

M.E.R.S., INC. AS NOMINEE FOR HLB MORTGAGE, by virtue of a mortgage executed by JOSEPH YOUNES, dated 07/28/2006 recorded/registered 08/16/2006 in the Office of the Recorder/Registrar of Deeds COOK County, Illinois, as document no. 0622826139, to secure a note in the principal sum of \$ 166,600.00; said lien is inferior to that of the Plaintiff herein.

RICHARD DANIGGELIS AS DISCLOSED BY NOTICE OF FORGERY DATED 04/20/2007, AND RECORDED 04/20/2007 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0711039132. THE INTEREST OF THIS PARTY IS INFERIOR TO THE PLAINTIFF.

UNKNOWN HEIRS AND LEGATEES OF JOSEPH YOUNES, IF ANY, by virtue of the fact that, upon information and

belief, may have some interest in the subject real estate. The interest, if any, of this defendant is subordinate and inferior to the lien and interest of the plaintiff herein.

- (o) Names of persons claimed to be personally liable for deficiency unless personal liability is discharged in a Bankruptcy proceeding, or otherwise released:

JOSEPH YOUNES;

- (p) Plaintiff seeks to include in the Judgment the Plaintiff's attorneys' fees, costs and expenses.

- 4. Plaintiff alleges that in addition to persons designated by name herein and the Unknown Defendants referred to above, there are other persons, and/or non-record claimants who are interested in this action and who have or claim some right, title, interest or lien in, to or upon the real estate, or some part thereof, in this Complaint described, including but not limited to the following:

UNKNOWN OWNERS AND NON RECORD CLAIMANTS, IF ANY.

That the name of each of such persons is unknown to the Plaintiff and on diligent inquiry cannot be ascertained, and all such persons are therefore made party defendants to this action by the name and description of UNKNOWN OWNERS and NON-RECORD CLAIMANTS.

- 5. That should a deficiency result from the foreclosure sale of the subject property, Plaintiff may seek an In Personam or an In Rem deficiency judgment, unless the defendant(s) which are liable on the subject mortgage note have had personal liability on said note discharged in a Bankruptcy proceeding or if said liability has been otherwise discharged or released.
- 6. That should the subject property be vacant, the Plaintiff may seek to have the Court find that the property is abandoned pursuant to 735 ILCS 5/15-1603, Illinois Code of Civil Procedure.
- 7. That the Plaintiff may seek appointment of Mortgagee in Possession or appointment of receiver.

WHEREFORE, PLAINTIFF REQUESTS:

- 1. A Judgment of Foreclosure and Sale.
- 2. A Judgment for attorneys' fees, costs and expenses.
- 3. An Order Approving the Foreclosure Sale and an Order granting possession.
- 4. An In Personam or an In Rem Deficiency Judgment, if sought, unless defendant(s) have had personal liability on the subject mortgage note discharged in a Bankruptcy proceeding, or otherwise released.
- 5. ~~An order granting a shortened redemption period, if~~

sought.

- 6 Appointment of Mortgagee in Possession or Receiver, if sought.
7. Such other and further relief as the Court deems just.

GMAC MORTGAGE, LLC

By: \_\_\_\_\_



PIERCE & ASSOCIATES  
Its Attorneys

PIERCE & ASSOCIATES, Attorneys for Plaintiff, Suite 1300,  
1 North Dearborn, Chicago, Illinois 60602  
TEL. (312) 346-9088, FAX (312) 346-1557, PA0715886

COUNTY OF COOK

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

GMAC MORTGAGE, LLC

08 FEB -4 AM 9:16

CIRCUIT COURT OF COOK  
COUNTY ILLINOIS 07 CH 29738  
PLAINTIFF CHANCERY DIV.

VS

CLERK  
DOROTHY  
) 58

JOSEPH YOUNES; MORTGAGE ELECTRONIC )  
REGISTRATION SYSTEMS, INC., AS NOMINEE )  
FOR HLB MORTGAGE; RICHARD DANIGGELIS; )  
UNKNOWN HEIRS AND LEGATEES OF JOSEPH )  
YOUNES, IF ANY; UNKNOWN OWNERS AND NON )  
RECORD CLAIMANTS; )  
DEFENDANTS )

3390

MOTION FOR ORDER OF DEFAULT

Plaintiff move this court for an Order of Default against the following defendants:

JOSEPH YOUNES; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HLB MORTGAGE; RICHARD DANIGGELIS;

1. The defendants were served as follows:

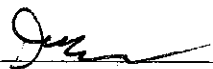
<u>PARTY</u>	<u>MODE/DATE OF SERVICE</u>
JOSEPH YOUNES	PERS October 25, 2007
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HLB MORTGAGE	AGENT October 24, 2007
RICHARD DANIGGELIS	PUBL November 26, 2007

2. Thirty days has expired since the dates of service.
3. An additional thirty days (30), a total of sixty (60) days has expired since the date of service.
4. No motion or answer has been filed by the aforementioned defendants.

WHEREFORE Plaintiff requests that this Court enter an Order of Default against:

JOSEPH YOUNES; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HLB MORTGAGE; RICHARD DANIGGELIS;

Pierce and Associates  
Attorneys at Law  
1 N. Dearborn  
Suite 1300  
Chicago, Illinois 60602

BY:   
PIERCE & ASSOCIATES  
ATTORNEYS FOR PLAINTIFF  
PA0715886



STAT. ILLINOIS

ATTY NO. 91220

COUNTY OF COOK

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

FILED 9-15  
2008 APR -3 AM 9:30

GMAC MORTGAGE, LLC

CLERK OF THE CIRCUIT COURT  
DOMESTIC RELATIONS )

PLAINTIFF )  
DOROTHY BROWN )

NO. 07 CH 29738

VS

) CALENDAR

) 57

JOSEPH YOUNES; MORTGAGE ELECTRONIC )  
REGISTRATION SYSTEMS, INC., AS NOMINEE )  
FOR HLB MORTGAGE; RICHARD DANIGGELIS; )  
UNKNOWN HEIRS AND LEGATEES OF JOSEPH )  
YOUNES, IF ANY; UNKNOWN OWNERS AND NON )  
RECORD CLAIMANTS; )

) DEFENDANTS )

3390

MOTION FOR ORDER OF DEFAULT

Plaintiff move this court for an Order of Default against the following defendants:

JOSEPH YOUNES; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HLB MORTGAGE; RICHARD DANIGGELIS;

1. The defendants were served as follows:

<u>PARTY</u>	<u>MODE/DATE OF SERVICE</u>
JOSEPH YOUNES	PERS October 25, 2007
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HLB MORTGAGE	AGENT October 24, 2007
RICHARD DANIGGELIS	PUBL November 26, 2007

2. Thirty days has expired since the dates of service.
3. An additional thirty days (30), a total of sixty (60) days has expired since the date of service.
4. No motion or answer has been filed by the aforementioned defendants.

WHEREFORE Plaintiff requests that this Court enter an Order of Default against:

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

FILED  
08 JUL 16 AM 9:34  
CLERK OF THE CIRCUIT COURT  
DOMESTIC RELATIONS

**GMAC MORTGAGE, LLC,**  
**Plaintiff,**

v.

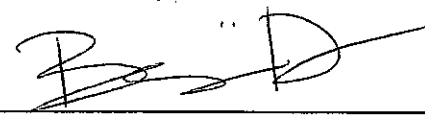
**JOSEPH YOUNES, ET AL.**  
**Defendants.**

DOROTHY BROWN  
CLERK

07 CH 29738

**APPEARANCE**

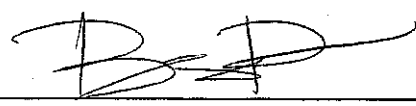
The undersigned, as attorney, enters the appearance of the defendant Richard Daniggelis.



Benji Philips

Name: Benji Philips  
Firm: Chicago Volunteer Legal Services  
Attorney for: Defendant Richard Daniggelis  
Address: 100 N. LaSalle #900  
City: Chicago, IL 60602-2405  
Telephone: 312-332-7521  
Atty No. 91139

I certify that a copy of the within instrument was served on all parties who have appeared and have not heretofore been found by the Court to be in default for failure to plead.



Attorney

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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

**FILED**  
 16 AM 9:34  
 CLERK OF THE CIRCUIT COURT  
 DOMESTIC RELATIONS  
 DOROTHY CH 29738  
 No. TOM BROWN

GMAC MORTGAGE, LLC	)
Plaintiff,	)
	)
v.	)
	)
JOSEPH YOUNES, ET AL.	)
Defendants.	)

**MOTION FOR EXTENSION OF TIME TO FILE ANSWER, AFFIRMATIVE  
 DEFENSES, COUNTERCLAIMS, CROSS CLAIMS AND THIRD PARTY  
 CLAIMS**

NOW COMES the Defendant, Richard Daniggelis (hereinafter “Daniggelis”), by and through his attorney, Benji Philips of Chicago Volunteer Legal Services Foundation, and moves this Honorable Court, pursuant to Supreme Court Rule 183, for an Order extending the time to file his Answer, Affirmative Defenses, Counterclaims, Cross Claims and Third Party Claims (hereinafter “response”) by 14 days, through and including July 30, 2008. In further support of this Motion, Daniggelis states as follows:

1. The Court appointed Chicago Volunteer Legal Services Foundation (CVLS) to represent Daniggelis.
2. A representative of CVLS appeared in Court and accepted the appointment on June 18, 2008, at which time Daniggelis was granted 28 days to file his Answer, Affirmative Defenses, Counterclaims, Cross Claims and Third Party Claims.
3. Since accepting the appointment, CVLS has met with Daniggelis on several occasions to obtain the information necessary to file an appropriate response on his behalf.



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

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

07 CH 29738

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

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

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

FILED - CH  
CLERK OF CIRCUIT COURT  
2008 JUL 30 PM 2:40  
JENNIFER STONIN  
CLERK

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

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

**ADMISSIONS AND DENIALS**

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

2. Daniggelis does not have enough information to either admit or deny subparagraphs (a),(b),(c),(d),(e),(f),(g),(h),(i),(k),(l) and (p) of paragraph 3 of the Complaint.

3. Daniggelis denies subparagraphs (j) and (n) of paragraph 3 of the Complaint.

4. As to subparagraph (m) of paragraph 3 of the complaint, Daniggelis admits that the party listed is joined as a defendant in this cause, but denies that defendant Joseph Younes holds valid title to the premises.

5. Daniggelis does not have enough information to either admit or deny subparagraph (o) of paragraph 3 of the Complaint.

6. Daniggelis admits paragraph 4 of the Complaint.

7. Daniggelis neither admits nor denies paragraphs 5, 6, and 7 of the Complaint, as they are not facts that need to be admitted or denied.

#### **INTRODUCTION**

8. By this action to quiet title, counter-plaintiff Richard Daniggelis seeks a declaration that he is the exclusive titleholder to certain real property because Defendant Joseph Younes never held valid title to Daniggelis' home. There was an invalid transfer to Joseph Younes based on fraudulent documents. Daniggelis seeks an order voiding the transfer of title allegedly effected by the deed.

#### **JURISDICTION AND VENUE**

9. The court has jurisdiction over the parties and the subject matter of this action. All parties necessary to the determination of this cause have been duly joined as defendants.

10. Venue is proper pursuant to 735 ILCS 5/2-103(b), because the real estate that is the subject of this complaint is situated in Cook County.

#### **PARTIES**

11. Counter-Plaintiff Richard Daniggelis is an individual who resides at 1720 North Sedgwick Street, Chicago, Cook County, Illinois 60614

12. Counter-Defendant Joseph Younes ("Younes") is an attorney licensed to practice in Illinois and who, upon information and belief, resides in Palatine, Illinois.

13. GMAC Mortgage, LLC is a business registered as a Delaware limited liability company.

14. Mortgage Electronic Registration Systems Inc., is a business registered Delaware.

15. Respondent in discovery Paul Shelton ("Shelton") is an attorney licensed to practice in the state of Illinois. Shelton's registered business address is 1010 Jorie Blvd., #144, Oak Brook, Illinois 60523.

16. Respondent in discovery Erika Rhone ("Rhone") is an individual who, on information and belief, is involved in real estate transactions and who, upon information and belief, resides in Chicago, Cook County.

17. Respondent in discovery Stewart Title of Illinois is, on information and belief, a corporation licensed to do business in the State of Illinois.

**STATEMENT OF FACTS COMMON TO DANIGGELIS' ANSWER,  
AFFIRMATIVE DEFENSES, COUNTERCLAIMS, AND CROSS CLAIMS**

18. The property subject to this foreclosure action (the "Home") is a home located at 1720 North Sedgwick Street, Chicago, Illinois 60614. Daniggelis has continuously resided in the Home since 1989, and has cared it for since 1963.

19. In 2004, Daniggelis became behind in his mortgage payments. As a result, his lender filed a foreclosure complaint on July 8, 2004 under case number 04 CH 10851.

20. In April 2006, while the foreclosure was still pending, Erika Rhone approached Daniggelis and informed him that she could help him with his Home.

21. Rhone introduced Daniggelis to Paul Shelton and told Daniggelis that Shelton could help him with his Home. Rhone made an appointment for Shelton and her to visit Daniggelis' home.

22. Rhone and Shelton came to Daniggelis' Home as scheduled. Shelton and Daniggelis discussed repairs previously done on the Home and repairs that needed to be done. Shelton said he was in a rush because he was going out of town the next day and offered no specifics on exactly how he was going to help Daniggelis.

23. Later, Shelton informed Daniggelis that he knew an investor, Joseph Younes, who could buy Daniggelis' Home and would allow him the option to repurchase the Home.

24. In an effort to save the Home from foreclosure, Daniggelis entered into a real estate contract ("Contract") with Younes.

25. According to the Contract, Younes was to purchase the Home from Daniggelis for \$850,000. (See Exhibit A, p. 1).

26. Upon information and belief, at the time the Contract was executed, the outstanding balance on Daniggelis' mortgage was approximately \$714,000. (See Exhibit B, Lines 504 and 505).

27. The Contract included a repurchase provision that would allow Daniggelis 90 days from the closing to repurchase the property. (See Exhibit A, p. 5).

28. The Contract also states that Daniggelis was entitled to remain in the Home for 90 days after closing. (See Exhibit A, p. 1).

29. The Contract did not provide for an attorney review period. (See Exhibit A, p. 2).

30. At Shelton's direction, on or about May 9, 2006, Daniggelis signed a warranty deed to Joseph Younes that Daniggelis believed was necessary to facilitate the closing. (See Exhibit C).

31. According to the deed, it was to be held in escrow and used only to close the Contract on or before May 12, 2006. In addition, if the closing did not take place on or before May 19, 2006- the date the Home was scheduled to be sold at a foreclosure sale- the Contract would become null and void. (See Exhibit C).

32. On May 19, 2006, it was apparent that the closing would not proceed as planned. Rhone met with Daniggelis and discussed the possibility of Shelton paying the arrearages so that Daniggelis could reinstate the loan. Rhone advised Daniggelis that he would need to sign a power of attorney to her in order to have the arrearages paid. At Rhone's direction, Daniggelis signed a limited power of attorney to her, believing it could be used only for this purpose. (See Exhibit D).

33. This was the only power of attorney Daniggelis ever signed to Rhone. Daniggelis never executed a power of attorney to Younes or Shelton.

34. At Daniggelis' request, Rhone signed an addendum to the power of attorney acknowledging that she would not use it for any reason other than payment of the arrearages. (See Exhibit D).

35. Nonetheless, a closing proceeded on July 28, 2006 without Daniggelis' knowledge. On information and belief, the limited power of attorney, intended to be used to pay the arrearages, was used to effectuate the sale of the property to Younes.

36. On information and belief, Younes, Shelton, or Rhone signed the closing documents on Daniggelis' behalf without his consent or knowledge.

37. On information and belief, the Stewart Title of Illinois' closing representative relied on the limited power of attorney Daniggelis executed to Rhone.

38. In the alternative, the closing representative did not require a power of attorney to close the transaction.

39. No power of attorney from Daniggelis has been recorded with the Cook County Recorder of Deeds.

40. The settlement statement ("HUD-1") lists the borrower as Younes and the seller as Daniggelis. (See Exhibit B, Line D & E).

41. The HUD-1 lists the purchase price of the Home as \$833,000, and indicates that Younes paid the contract price with funds from at least three sources, including: (1) a new loan in the amount of \$583,100; (2) "funds from 482811" in the amount of \$165,337.17; and (3) cash in the amount of \$105,000. (See Exhibit B, Lines 202, 208, and 303).

42. In addition, the HUD-1 indicates four payoffs, including Daniggelis' first and second mortgages totaling \$714,009.29. Two additional payoffs totaling \$100,000 were made to unspecified recipients. (See Exhibit B, Lines 504-507).

43. Finally, the HUD-1 indicates a \$5000 cash payment to Daniggelis. (See Exhibit B, Line 603).

44. Following the closing, on or about August 16, 2006, two Mortgages were recorded with the Cook County Recorder of Deeds from Younes to Mortgage Electronic Registration Systems, Inc. The first was recorded as document number 0622826138 for \$583,100, and the second as document number 0622826139 for \$166,600.

45. Additionally, on or about August 16, 2006, a warranty deed from Daniggelis to Younes was recorded with Cook County Recorder of Deeds as document number 0622826137. (See Exhibit E). The deed states it was executed on July 9, 2006. Although the rest of the document is typed, the word "July" is handwritten. The same handwritten change is made on page two of the recorded deed, in the notary's signature block. (See Exhibit E).

46. Daniggelis did not execute a warranty deed to Younes on July 9, 2006.

47. The only warranty deed Daniggelis executed was the deed described in paragraphs 30 and 31, on or about May 9, 2006.

48. On information and belief, the date on the deed Daniggelis executed on or about May 9, 2006, was fraudulently altered to July 9, 2006 to allow the closing to go forward on July 28, 2006 without Daniggelis' knowledge or consent.

49. After the closing, on or about August 2006, Rhone came to Daniggelis' Home and informed him that a closing had taken place. She attempted to deliver some documents at that time. Daniggelis refused to accept the documents, but Rhone left them at his Home anyway.

50. The documents included a \$5000 check to Daniggelis which he never cashed. Daniggelis believed that someone must have used insufficient or false documents and conducted a closing without his knowledge.

51. The warranty deed stated that the Contract was null and void if the closing did not occur on or before May 19, 2006.

52. Daniggelis went to Younes' office to discuss the matter with him. Younes informed Daniggelis that he would be serving him a five day notice to vacate the premises.

53. Later, Shelton came to the Home on numerous occasions attempting to convince Daniggelis to leave the property. Daniggelis refused to leave.

54. On or about April 20, 2007, Daniggelis discovered the fraudulent warranty deed, described in paragraphs 45-48, and filed a notarized Notice of Forgery with the Cook County Recorder of Deeds as document number 0711039132. (See Exhibit F).

55. At all times relevant to this action, Daniggelis was and is the sole and exclusive resident and occupant of the Home.

**AFFIRMATIVE DEFENSE:  
JOSEPH YOUNES NEVER HAD GOOD TITLE  
TO DANIGGELIS' HOME**

56. The warranty deed used to effectuate the sale of the property from Daniggelis to Younes was invalid, and the closing took place without Daniggelis' consent or knowledge.

57. The power of attorney used to effectuate the sale of the property from Daniggelis to Younes was invalid, and the closing took place without Daniggelis' consent or knowledge.

58. As a result of the invalid and or fraudulent documents used at the closing, Younes never had good title to the property in order to encumber it with a mortgage.

59. Daniggelis is the rightful owner of the property at issue in this foreclosure.

**COUNTERCLAIMS**

**COUNT I**

**Quiet Title: Invalid Deed  
Against GMAC Mortgage, LLC**

60. Daniggelis repeats and realleges paragraphs 18 through 55 as though fully set forth herein.

61. This count is pled against GMAC Mortgage, LLC.

62. The deed Daniggelis signed was dated May 9, 2006 and was to be held in escrow and used only to close the Contract on or before May 12, 2006.

63. The closing took place without Daniggelis' knowledge or consent on July 28, 2006.

64. By its terms, the deed Daniggelis signed was no longer valid when the closing occurred, and should not have been used to effectuate the sale of the property to Younes.

65. Therefore, Younes never held valid title to the property, and each subsequent conveyance and encumbrance is void *ab initio*.

**WHEREFORE**, Daniggelis asks this court to enter an order:

- a. Voiding the deed transfer and all subsequent transfers of title and encumbrances thereupon;
- b. Restoring title to the Home to Daniggelis; and
- c. Awarding such other relief as is equitable and just.

**COUNT II**

**Quiet Title: Invalid Power of Attorney  
Against GMAC Mortgage, LLC**

66. Daniggelis repeats and realleges paragraphs 18 through 55 as though fully set forth herein.

67. This count is pled against GMAC Mortgage, LLC.

68. The power of attorney used at the closing was invalid because it specified that it was only to be used to pay the arrearages on the Home and not for any other purpose.

69. On information and belief, Rhone used the limited power of attorney and signed for Daniggelis to effectuate the closing without Daniggelis' consent or knowledge.

70. In the alternative, Shelton or Younes used the limited power of attorney and signed for Daniggelis to effectuate the closing without Daniggelis' consent or knowledge.

71. Daniggelis never executed a power of attorney to Younes or Shelton.

72. Stewart Title of Illinois acted as GMAC Mortgage, LLC's agent in conducting the closing.

73. On information and belief, Stewart Title of Illinois' relied on the limited power of attorney at the closing.

74. In the alternative, Stewart Title of Illinois did not require a power of attorney at the closing.

75. No power of attorney was ever recorded with the Cook County Recorder of Deeds.

76. As a result, GMAC Mortgage, LLC knew or should have known that Daniggelis did not consent to the closing.



**WHEREFORE**, Daniggelis asks this court to enter an order:

- a. Voiding the deed transfer and all subsequent transfers of title and encumbrances thereupon;
- b. Restoring title to the Home to Daniggelis; and
- c. Awarding such other relief as is equitable and just.

**COUNT III**  
**Quiet Title: Fraud**  
**Against GMAC Mortgage, LLC**

77. Daniggelis repeats and realleges paragraphs 18 through 55 as though fully set forth herein.

78. This count is pled against GMAC Mortgage, LLC.

79. In early 2006, while Daniggelis' foreclosure case was pending, he was referred to Rhone, Shelton, and Younes who offered to help him with his Home.

80. Initially, Shelton suggested that Daniggelis sell the Home to Younes with an option to repurchase.

81. Based on discussions with Shelton, Daniggelis believed he could save his Home from foreclosure, so he entered into a real estate Contract with Younes to sell his Home.

82. At Shelton's direction, on or about May 2006, Daniggelis signed a warranty deed to Younes believing it was necessary to facilitate a closing.

83. According to the deed, the deed was to be held in escrow and the Contract was null and void if the closing did not take place on or before May 19, 2006.

84. After the closing did not proceed as planned on or before May 19, 2006, Rhone suggested Shelton could help Daniggelis by paying Daniggelis' arrearages. Rhone informed Daniggelis that a power of attorney was required for Shelton to pay Daniggelis' arrearages.

85. Daniggelis signed the power of attorney to Rhone, with the understanding that it would be used for the sole purpose of paying the arrearages.

86. Rhone signed an addendum to the power of attorney acknowledging that she would only use it to pay the arrearages. Daniggelis relied on her acknowledgment.

87. Rhone did not use the power of attorney to pay Daniggelis' arrearages.

88. On information and belief, Younes, Shelton, or Rhone used the limited power of attorney to effectuate the closing without Daniggelis' consent or knowledge.

89. In the alternative, Stewart Title of Illinois did not require a power of attorney at the closing.

90. No power of attorney was ever recorded with the Cook County Recorder of Deeds.

91. At Shelton's direction, on or about May 9, 2006, Daniggelis signed a warranty deed to Joseph Younes that Daniggelis believed was necessary to facilitate the closing.

92. According to the deed, it was to be held in escrow and used only to close the Contract on or before May 12, 2006. In addition, if the closing did not take place on or before May 19, 2006- the date the Home was scheduled to be sold at a foreclosure sale- the Contract would become null and void.

93. Additionally, on or about August 16, 2006, a warranty deed from Daniggelis to Younes was recorded with Cook County Recorder of Deeds as document number 0622826137. The deed states it was executed on July 9, 2006. Although the rest of the document is typed, the word "July" is handwritten. The same handwritten change is made on page two of the recorded deed, in the notary's signature block.

94. On information and belief, Stewart Title of Illinois relied on the fraudulently altered warranty deed.

95. As a result, GMAC Mortgage, LLC knew or should have known that Daniggelis did not consent to the closing.

96. Younes, on information and belief, received all or a significant portion of \$100,000 from the subject transaction.

97. As a direct and proximate cause of Younes', Shelton's, and Rhone's actions, Daniggelis has suffered substantial economic harm including but not limited to loss of title to the Home, the loss of equity in the Home, the further encumbrance of the Home due to the mortgages executed by Younes, and the imminent prospect of being evicted from the Home which he has lived in for the past 19 years due to the pending foreclosure.

98. Younes never held valid title to the property, and each subsequent conveyance and encumbrance is void *ab initio*.

**WHEREFORE**, Daniggelis asks this court to enter an order:

- a. Voiding the deed transfer and all subsequent transfers of title and encumbrances thereupon;
- b. Restoring title to the Home to Daniggelis; and
- c. Awarding such other relief as is equitable and just.

**COUNT IV**  
**Rescission Based on Unjust Enrichment**  
**Against GMAC Mortgage, LLC**

99. Daniggelis repeats and realleges paragraphs 18 through 55 as though fully set forth herein.

100. This count is pled against GMAC Mortgage, LLC.

101. As a result of the events described above, GMAC Mortgage, LLC was unjustly enriched to the extent it received fees from the subject transaction and/or a security interest in Daniggelis' property and the right to collect interest on the new mortgage executed by Younes.

102. Upon information and belief, GMAC Mortgage, LLC received a benefit in the amount of approximately \$9,000 from the subject transaction at the time of closing.

103. GMAC Mortgage, LLC has also received interest on the equity stripped from Daniggelis' home.

104. As a result of the events described above, Daniggelis has suffered substantial economic harm including but not limited to loss of title to the property, the loss of equity in the property, the further encumbrances of the property due to the mortgages executed by Younes, and the imminent prospect of being evicted from his property due to the pending foreclosure.

105. GMAC Mortgage, LLC's retention of the benefits it received violates the fundamental principles of justice, equity, and good conscience.

**WHEREFORE**, Daniggelis asks this court to enter an order:

- a. Voiding the deed transfer and all subsequent transfers of title and encumbrances thereupon;

- b. Restoring title to the property to Daniggelis;
- c. Requiring that GMAC Mortgage, LLC pay Daniggelis the value unjustly received by it; and
- d. Awarding such other relief as is equitable and just.

## **CROSS CLAIMS**

### **COUNT I**

#### **Quiet Title: Invalid Deed**

#### **Against Joseph Younes, Mortgage Electronic Registration Systems, Inc., Unknown Owners and Non-Record Claimants**

106. Daniggelis repeats and realleges paragraphs 30 through 48 (make sure to change this numbering too) as though fully set forth herein.

107. This count is pled against Joseph Younes, Mortgage Electronic Registration Systems, Inc., and Unknown Owners and Non-Record Claimants.

108. The deed Daniggelis signed was dated May 9, 2006 and was to be held in escrow and used only to close the Contract on or before May 12, 2006.

109. The closing took place without Daniggelis' knowledge or consent on July 28, 2006.

110. By its terms, the deed Daniggelis signed was no longer valid when the closing occurred, and should not have been used to effectuate the sale of the property to Younes.

111. Therefore, Younes never held valid title to the property, and each subsequent conveyance and encumbrance is void *ab initio*.

**WHEREFORE**, Daniggelis asks this court to enter an order:

- a. Voiding the deed transfer and all subsequent transfers of title and encumbrances thereupon;
- b. Restoring title to the Home to Daniggelis; and
- c. Awarding such other relief as is equitable and just.

**COUNT II**

**Quiet Title: Invalid Power of Attorney  
Against Joseph Younes, Mortgage Electronic Registration Systems, Inc.,  
Unknown Owners and Non-record Claimants**

112. Daniggelis repeats and realleges paragraphs 34 through 39 (check numbering) as though fully set forth herein.

113. This count is pled against Joseph Younes, Mortgage Electronic Registration Systems, Inc., and Unknown Owners and Non-Record Claimants.

114. The power of attorney used at the closing was invalid because it specified that it was only to be used to pay the arrearages on the Home and not for any other purpose.

115. On information and belief, Rhone used the limited power of attorney and signed for Daniggelis to effectuate the closing without Daniggelis' consent or knowledge.

116. In the alternative, Shelton or Younes used the limited power of attorney and signed for Daniggelis to effectuate the closing without Daniggelis' consent or knowledge.

117. Daniggelis never executed a power of attorney to Younes or Shelton.

118. Stewart Title of Illinois acted as GMAC Mortgage, LLC's agent in conducting the closing.

119. On information and belief, Stewart Title of Illinois' relied on the limited power of attorney at the closing.

120. In the alternative, Stewart Title of Illinois did not require a power of attorney at the closing.

121. No power of attorney was ever recorded with the Cook County Recorder of Deeds.

122. As a result, GMAC Mortgage, LLC knew or should have known that Daniggelis did not consent to the closing.

**WHEREFORE**, Daniggelis asks this court to enter an order:

- a. Voiding the deed transfer and all subsequent transfers of title and encumbrances thereupon;
- b. Restoring title to the Home to Daniggelis; and
- c. Awarding such other relief as is equitable and just.

**COUNT III**  
**Quiet Title: Fraud**  
**Against Joseph Younes, Mortgage Electronic Registration Systems, Inc.,**  
**Unknown Owners and Non-record Claimants**

123. Daniggelis repeats and realleges paragraphs 18 through 55 as though fully set forth herein.

124. This count is pled against Joseph Younes, Mortgage Electronic Registration Systems, Inc., and Unknown Owners and Non-Record Claimants.

125. In early 2006, while Dannigelis' foreclosure case was pending, he was referred to Rhone, Shelton, and Younes, who offered to help him with his Home.

126. Initially, Shelton suggested that Daniggelis sell the Home to Younes with an option to repurchase.

127. Based on discussions with Shelton, Daniggelis believed he could save his Home from foreclosure, so he entered into a real estate Contract with Younes to sell his Home.

128. At Shelton's direction, on or about May 2006, Daniggelis signed a warranty deed to Younes believing it was necessary to facilitate a closing.

129. According to the deed, the deed was to be held in escrow and the Contract was null and void if the closing did not take place on or before May 19, 2006.

130. After the closing did not proceed as planned on or before May 19, 2006, Rhone suggested Shelton could help Daniggelis by paying Daniggelis' arrearages. Rhone informed Daniggelis that a power of attorney was required for Shelton to pay Daniggelis' arrearages.

131. Daniggelis signed the power of attorney to Rhone, with the understanding that Rhone would use the power of attorney for the sole purpose of paying the arrearages.

132. Rhone signed an addendum to the power of attorney acknowledging that she would only use it to pay the arrearages. Daniggelis relied on her acknowledgment

133. Rhone did not use the power of attorney to pay Daniggelis' arrearages.

134. On information and belief, Younes, Shelton, or Rhone used the limited power of attorney to effectuate the closing without Daniggelis' consent or knowledge.

135. In the alternative, Stewart Title of Illinois did not require a power of attorney at the closing.

136. No power of attorney was ever recorded with the Cook County Recorder of Deeds.

137. At Shelton's direction, on or about May 9, 2006, Daniggelis signed a warranty deed to Joseph Younes that Daniggelis believed was necessary to facilitate the closing.

138. According to the deed, it was to be held in escrow and used only to close the Contract on or before May 12, 2006. In addition, if the closing did not take place on or before May 19, 2006- the date the Home was scheduled to be sold at a foreclosure sale- the Contract would become null and void.

139. Additionally, on or about August 16, 2006, a warranty deed from Daniggelis to Younes was recorded with Cook County Recorder of Deeds as document number 0622826137. The deed states it was executed on July 9, 2006. Although the rest of the document is typed, the word "July" is handwritten. The same handwritten change is made on page two of the recorded deed, in the notary's signature block.

140. On information and belief, Stewart Title of Illinois relied on the fraudulently altered warranty deed.

141. As a result, GMAC Mortgage, LLC knew or should have known that Daniggelis did not consent to the closing.

142. Younes, on information and belief, received all or a significant portion of \$100,000 from the subject transaction.

143. As a direct and proximate cause of Younes', Shelton's, and Rhone's actions, Daniggelis has suffered substantial economic harm including but not limited to loss of title to the Home, the loss of equity in the Home, the further encumbrance of the Home due to the mortgages executed by Younes, and the imminent prospect of being evicted from the Home which he has lived in for the past 19 years due to the pending foreclosure.

144. Younes never held valid title to the property, and each subsequent conveyance and encumbrance is void *ab initio*.

**WHEREFORE**, Daniggelis asks this court to enter an order:

- a. Voiding the deed transfer and all subsequent transfers of title and encumbrances thereupon;
- b. Restoring title to the Home to Daniggelis; and

c. Awarding such other relief as is equitable and just.

**COUNT IV**  
**Rescission Based on Unjust Enrichment**  
**Against Joseph Younes**

145. Daniggelis repeats and realleges paragraphs 18 through 55 as though fully set forth herein.

146. This count is pled against Joseph Younes.

147. As a result of the events described above, Younes was unjustly enriched to the extent he received, on information and belief, all or a significant portion of \$100,000 from the subject transaction.

148. Daniggelis, on the other hand, received the right to 90 days possession and a check for \$5,000. Daniggelis never cashed the check because he believed the closing was invalid. He has received no proceeds from the fraudulent transfer of his Home.

149. As a result of the events described above, Daniggelis has suffered substantial economic harm including but not limited to loss of title to the property, the loss of equity in the property, the further encumbrances of the property due to the mortgages executed by Younes, and the imminent prospect of being evicted from his property due to the pending foreclosure.

150. Younes' retention of the benefits he received violates the fundamental principles of justice, equity, and good conscience.

**WHEREFORE**, Daniggelis asks this court to enter an order:

- a. Voiding the deed transfer and all subsequent transfers of title and encumbrances thereupon;
- b. Restoring title to the property to Daniggelis;
- c. Requiring that Younes pay Daniggelis the value unjustly received by him; and
- d. Awarding such other relief as is equitable and just.



**COUNT V**  
**Rescission Based on Unjust Enrichment**  
**Mortgage Electronic Registration Systems, Inc., Unknown Owners and**  
**Non-record Claimants**

151. Daniggelis repeats and realleges paragraphs 18 through 55 as though fully set forth herein.

152. This count is pled against Mortgage Electronic Systems, Inc. and Unknown Owners and Non-Record Claimants.

153. As a result of the events described above, Mortgage Electronic Systems, Inc. was unjustly enriched to the extent it received fees from the subject transaction and/or a security interest in Daniggelis' property and the right to collect interest on the new mortgage executed by Younes.

154. Upon information and belief, Mortgage Electronic Systems, Inc. received a monetary benefit from the subject transaction.

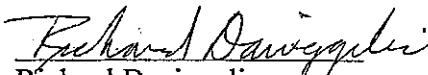
155. Mortgage Electronic Systems, Inc. was unjustly enriched to the extent that it has received interest on the equity stripped from Daniggelis' home.

156. As a result of the events described above, Daniggelis has suffered substantial economic harm including but not limited to loss of title to the property, the loss of equity in the property, the further encumbrances of the property due to the mortgages executed by Younes, and the imminent prospect of being evicted from his property due to the pending foreclosure.

157. Mortgage Electronic Registration Systems, Inc.'s retention of the benefits it received violates the fundamental principles of justice, equity, and good conscience.

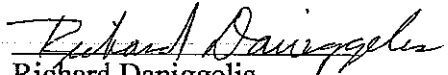
**WHEREFORE**, Daniggelis asks this court to enter an order:


- a. Voiding the deed transfer and all subsequent transfers of title and encumbrances thereupon;
- b. Restoring title to the property to Daniggelis;
- c. Requiring that Mortgage Electronic Registration Systems, Inc. pay Daniggelis the value unjustly received by it; and
- d. Awarding such other relief as is equitable and just.

  
Richard Daniggelis

**CERTIFICATION**

Under penalties as provided by law, pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that he has subscribed his name to the above and foregoing petition, knows the contents thereof and that the allegations contained therein are true and accurate to the best of his knowledge or, where stated, upon his information and belief.

  
Richard Daniggelis

  
Benji Philips  
Chicago Volunteer Legal Services  
Attorney for Richard Daniggelis  
100 N. LaSalle, Suite 900  
Chicago, IL 60602  
312.332.7521  
Atty. No. 91139



MAY 19

REAL ESTATE CONTRACT

FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION AND THE SOUTH SUBURBAN BAR ASSOCIATION



EXCEPTING HANDWRITTEN, UNDERLINED, OR BOLD ITALIC PROVISIONS, BUYER AND SELLER REPRESENT AND WARRANT TO EACH OTHER THAT NO ALTERATIONS HAVE BEEN MADE TO THIS CONTRACT FORM AS PUBLISHED BY THE BAR ASSOCIATIONS ABOVE.

SELLER: RICHARD DANIGGELIS (CHECK ONE)
ADDRESS: 1720 N Sedgwick Chicago 60614
BUYER: JOSEPH YOUNG
ADDRESS: 357 ROSALIE CT PALM BEACH 33409
MULTI-FAMILY (Attach Rider 5)
TOWNHOUSE (Attach Riders 8, 8A)
CONDOMINIUM (Attach Riders 6, 8A)
VACANT LOT

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate on the terms and conditions herein set forth. DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Either party may attach at any time hereafter)

STREET ADDRESS: 1720 N SEDGWICK CHGO IL 60614 (Include "Unit Number" if condominium or townhouse and garage/parking space number, if any) (CITY) (STATE) (ZIP)

LOT SIZE: APPROXIMATELY PER SURVEY x FEET. PIN # 14-33-324-011-0000

IMPROVED WITH MULTIFAMILY COUNTY COOK WITHIN VILLAGE/TOWN/CITY LIMITS OR UNINCORPORATED together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of each existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and egresses, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioner, if any; attached outside antennas, if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises: AS IS

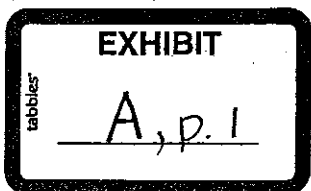
NO SURVEY REQUIRED
BUYER ORDERS TITLE

PRICE AND TERMS: PURCHASE PRICE \$850,000.00
EARNEST MONEY DEPOSIT \$850,000.00
BALANCE DUE AT CLOSING \$850,000.00

FINANCING: (CHECK ONE) Conventional 25 days of acceptance hereof a written unconditional mortgage commitment on the real estate herein in the amount of \$765,000.00
This Contract is contingent upon Buyer securing within 25 days of acceptance hereof a written unconditional mortgage commitment on the real estate herein in the amount of \$765,000.00 or such lesser sum as Buyer accepts, with interest not to exceed 8% per year, to be amortized over 30 years, the combined origination and discount fees for such loan not to exceed 1% plus loan processing fees, if any. Buyer shall make written application for such loan within seven (7) days from acceptance of Contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event the Buyer is unable to secure such loan commitment, as provided herein, Buyer shall provide written notice of same to Seller or Seller's attorney and this Contract shall become null and void and all earnest money shall be returned to Buyer. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingent upon sale/closing provision is attached (Rider 1) and made part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close the transaction as agreed.

CLOSING: Closing shall be on MAY 19 2006 at the office of Stewart Title Chicago in the south or southwest suburban area.

POSSESSION: (Select one applicable option)
Seller shall deliver possession to the buyer at closing, OR
Seller shall deliver possession to Buyer within 90 days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of ninety



§ 0.00 per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during said period, and shall deliver possession of the real estate and personal property in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the 9/15 day after closing the sum of \$ 100.00 per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Foreclosure and Distress Act or any other statute, and consents to an immediate judgment for possession, writes jury demand.

Seller shall deposit the sum of \$ 0.00 in escrow with \_\_\_\_\_ as Escrowee, at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy. In the event of any dispute regarding this "Possession" section, the prevailing party and Escrowee shall be reimbursed for all reasonable attorney's fees and court costs.

**TITLE EVIDENCE:**

Seller, at his expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, his agent, or his lending agency shall extend the time for delivery thereof by the Seller by each period of delay. If the title commitment discloses exceptions not provided for herein, the Seller shall have until closing to remove these exceptions or to acquire title insurance covering such unpermitted exceptions. If Seller fails to remove unpermitted exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded to him.

**DEED (CONVEYANCE, LIENS, ENCUMBRANCES):**

Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable general warranty deed with release of homestead rights, or Trustee's deed if applicable, in joint tenancy, if more than one Buyer, or to Buyer's nominee, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall rights and agreements, if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable. Seller shall further provide an Affidavit of Title.

**PRORATIONS:**

The following items, if applicable, shall be prorated as of the date of closing: (a) general real estate taxes, including special service areas, if any; (b) state and county deposits; (c) interest on mortgage indebtedness assumed; (d) water taxes; and (e) homeowners and/or condominium/townhome association dues and assessments. Prorations of general taxes shall be on the basis of 100% of the last ascertainable (full year's) tax bill. If the amount of the last ascertainable tax bill reflects a homeowner, senior citizen, or other exemption, Seller has, will, or authorizes Buyer to, timely submit all necessary documentation to the Assessor's Office to preserve such exemption(s). Seller represents and warrants that there are no new improvements that were not fully assessed in the prior year's tax bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with survey) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties.

**SURVEY:**

Seller at his expense, except for condominiums, shall furnish to Buyer a current boundary survey dated not more than six (6) months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements, easements and building lines. A "MORTGAGE INSPECTION" DOES NOT SATISFY THE SURVEY REQUIREMENT AS IT IS NOT A BOUNDARY SURVEY. The location of all improvements on the subject property shall be within the lot lines and not encroach upon any easements or building lines, and said survey shall show no encroachments from adjoining properties. In the event said survey discloses encroachments, such encroachments shall be located by the title company for Buyer and Buyer's lender at Seller's expense.

**COMMISSION:**

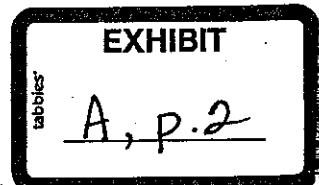
Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and Buyer representation agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's and Buyer's brokers are identified on page four (4) hereof.

**ATTORNEY REVIEW:**

Except for the purchase price, the attorneys for the parties may in good faith approve, disapprove, or make modifications to this contract within five (5) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of disapproval or modification shall be in writing, served upon the other party or his agent and, in the event of modification, shall state the specific terms to be modified and the proposed variations. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION, PURSUANT TO THIS PROVISION, SHALL CONSTITUTE A COUNTEROFFER. 10/11/05

**CLEAN CONDITION:**

Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Seller's expense by the possession date.



**PROPERTY INSPECTION CONTINGENCY:**

Buyer shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have a home inspection of the subject property and its improvements, and radon and mold testing, by a licensed inspection service of Buyer's choice at Buyer's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s), central cooling system(s), inis/or plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED, REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Buyer shall hold harmless and indemnify Seller from and against any loss or damage caused by the acts or negligence of Buyer or any person performing such inspection. BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY. The parties agree that repairs (defined herein to include repairs and radon and/or mold remediation) which do not exceed, in the aggregate \$500.00 to remedy, shall be considered minor deficiencies for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Seller. Buyer, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller, Seller's listing agent, or attorney, of the above deficiencies disclosed by the inspection report when the cumulative cost of repairs exceeds the limitation set forth herein, and Buyer shall have the right to request repair of all such deficiencies. In the event Buyer makes a request for repair, Buyer shall set forth each specific deficiency and the corresponding requested repair thereof. Buyer shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days thereafter, notify Buyer that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit the Buyer in an amount equal to the reasonable cost of the repair of such deficiencies; (iii) Seller proposes to negotiate the cost or obligation of correcting certain deficiencies; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (i), upon receipt of the Seller's notice Buyer shall, within two (2) business days thereafter, notify Seller if Buyer's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. If either party fails to timely respond, the other party shall have the option to declare the contract terminated. The parties hereby agree that the following items are accepted by Buyer "As Is", shall not be made a part of Buyer's request for repairs, and shall not be further negotiated:

**IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY THE BUYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.**

**WATER AND SEWER: (Select one applicable option)**

The subject property is served by a city, municipal, or community water and sewage treatment system (well and septic test provision inapplicable). OR

Well and Septic Test. The subject property is not served by a city, municipal, or community water and/or sewage treatment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and void, and all earnest money shall be refunded to Buyer.

**FLOOD PLAIN:**

Buyer shall have the option of declaring this contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area, which requires the Buyer to obtain flood insurance, or is in a wetland. This option shall not exist if such written notice or disclosure was provided in a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract date.

**PERFORMANCE DEFAULT/RELEASE OF EARNEST MONEY:**

The earnest money and this Contract shall be held by \_\_\_\_\_ (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Buyer, the parties are free to pursue any legal remedies available at law or in equity. **THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND BUYER OR AN ORDER OF COURT.** Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by filing an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money for court costs related to the filing of the interpleader action. Seller and Buyer, hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

**TERMINTE INSPECTION:**

Prior to closing, the Seller, at his expense, shall deliver to Buyer a written report from an inspection company certified to do termite inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no visible evidence that the premises are infested by active termites or other wood boring insects. Unless otherwise agreed between the parties, if the report discloses evidence of active infestation or structural damage, the Buyer shall have the option within five (5) business days of his receipt of the report to proceed with the purchase or to declare the Contract null and void. This provision shall not be applicable to condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

**GENERAL CONDITIONS AND STIPULATIONS:**

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- (b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation;

**EXHIBIT**  
tabbles  
A, p. 3

proceeding, pending zoning, or special assessment proceedings affecting the property.

(c) Facsimile signatures to this Contract and Riders shall be binding as if they were original signatures. All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for each party. In the event the name and address of either party, and the party's attorney, are omitted from the contract or are illegible, written notice may be served upon such party's realtor, as their agent. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance, so long as the sender retains transmittal confirmation. Notice to any one party or a multiple person party shall be sufficient notice to all.

(d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.

(e) If this transaction is a cash purchase (no mortgage is secured by Buyer) the parties shall each pay one-half of the title company escrow closing fee.

(f) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and assigns.

(g) This Contract is subject to the provisions of Public Act 89-111, known as the Residential Real Property Disclosure Act, the terms of which are expressly incorporated herein and made a part hereof. Seller represents that the information in the disclosure statement is accurate as of the Contract Date.

(h) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.

(i) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of this Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same condition as it was on the Contract Date, or as otherwise required by the terms of the Contract.

(j) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party designated in the ordinance of the municipality imposing the tax.

(k) If Buyer has made reasonable good faith efforts to secure homeownere insurance for the property purchased hereto and is unable to secure such insurance, Buyer shall have the option to terminate this contract.

(l) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.

(m) If the Buyer or Seller under this Contract is an Illinois trust, the individual beneficiaries thereof have signed their names to this Contract to indicate they are the beneficiaries of that trust, to guarantee their performance of this Contract, and to indicate that they hold the sole power of direction with regard to said trust.

(n) In the event the terms of any Riders attached hereto conflict with the terms of this Contract, the Rider terms shall control. In all other respects, the terms of this Contract shall remain in full force and effect. Excepting handwritten, underlined, or bold face provisions, Buyer and Seller represent and warrant to each other that no alterations have been made to the text of this Contract or any Riders thereto, as published by the bar associations above. No other alterations of this contract form are permitted.

This Contract and Riders numbered \_\_\_\_\_, RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT and LEAD BASED PAINT DISCLOSURE, unless inapplicable, are attached hereto and incorporated herein, shall be executed by Buyer and Seller and one copy thereof delivered to Seller and one copy delivered to Buyer. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF ANY TERMS ARE NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER(S): Joseph Younes

SELLER(S): Richard Daniggelis

BUYER(S): JOSEPH V. YOUNES

SELLER(S): RICHARD DANIGGELIS

Date of Offer: 5-16-00

Date of Acceptance: \_\_\_\_\_  
(To be inserted only after the parties hereto have agreed to all the terms and conditions of this Contract and referred to herein as the "Contract Date").

IDENTITY OF BROKERS AND ATTORNEYS  
(Please complete when executing the Contract)

BUYER'S BROKER \_\_\_\_\_  
(Company)

SELLER'S BROKER \_\_\_\_\_  
(Company)

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

(Designated) or (Dual Agent): (Select one)  
\_\_\_\_\_  
(Agent's Name)

(Designated) or (Dual Agent): (Select one)  
\_\_\_\_\_  
(Agent's Name)

BUYER'S ATTORNEY: \_\_\_\_\_

SELLER'S ATTORNEY: \_\_\_\_\_

Address: \_\_\_\_\_

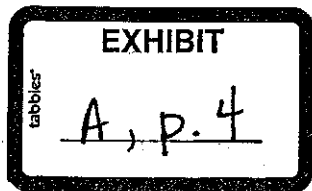
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_



MAY 19

ADDENDUM (REVISED) TO CONTRACT FOR PURCHASE  
1720 N. SEDGWICK STREET, dated 5/18/2006

Parties

1. Richard Daniggelis ("RICHARD") is owner of 1720 N. Sedgwick, Chicago, IL 60614
2. Joseph Younes ("JOSEPH") is purchaser of the property.

Additional Terms

1. RICHARD shall receive one thousand dollars (\$1,000) prior to the closing.
2. RICHARD shall receive a total proceeds amount of five thousands dollars (\$5,000) at closing.
3. JOSEPH agrees to allow RICHARD pursuant to the POSSESSION paragraph of the contract to post-possess the property for ninety (90) days after closing.
4. RICHARD shall then vacate the premises after the 90 day period and leave the premises free of debris and personal belongings, and shall waive any right to a jury trial in a suit for possession and consents to an immediate entry of Order of Possession.
5. UPON vacation of the property, RICHARD shall receive four thousand dollars (\$4,000.00), which shall be held in escrow at closing to be released on the condition that Richard has vacated the premises; escrow subject to Richard's signature only.
6. If within the ninety days post-possession period, Richard (or assigns) is able to find money to repurchase the property, he will be entitled to do so for a purchase price of \$875,000.00 less the amount of the purchaser's construction costs/commitments and/or purchaser's second mortgage costs (if applicable), based upon settlement statement/HUD-1.
7. During the 90 day post-possession period, but no sooner than June 1, 2006, JOSEPH or his designated agents (but not Contractors to perform any work) may enter the premises a total of 10 (ten) times. It is assumed that JOSEPH shall need agents to visit for permit and survey work.

No Escrow on HUD-1

RD

RD

RD

Agreed: 5/18/2006

See Attachment

Purchaser, Joseph Younes

Richard Daniggelis  
Seller, Richard Daniggelis

EXHIBIT  
A, p. 5



MAY 16 ?

**ADDENDUM TO CONTRACT FOR PURCHASE  
1720 N. SEDGWICK dated 5-16-2006**

Parties

1. Richard Daniggelis ("RICHARD") is owner of 1720 N. Sedgwick Chicago, IL 60614
2. Joseph Younes ("JOSEPH") is purchaser of the property

Additional Terms

1. RICHARD shall receive one thousand dollars (\$1,000) prior to the closing.
2. RICHARD shall a total proceeds amount of five thousand dollars (\$5,000.00) at the closing.
3. JOSEPH agrees to allow RICHARD pursuant to the POSSESSION paragraph of the contract to post-possess the property for 90 days after closing.
4. RICHARD shall then vacate the premises after the 90 day period and leave the premises free of debris and personal belongings, and shall waive any right to a jury trial in a suit for possession and consents to an immediate entry of Order of Possession.
5. UPON vacation, RICHARD shall receive four thousand dollars (\$4,000.00).
6. If within the ninety days post-possession period, Richard is able to find money to repurchase the property, he will be entitled to do so for a purchase price of \$875,000.00
7. During the 90 day period, JOSEPH or his designated agents (but not Contractors to perform any work) may enter the premises a total of 10 times. It is assumed that JOSEPH shall need agents to visit for permit and survey work.

Agreed: 5-16-2006

Joseph Younes  
Purchaser

X  
Seller

**EXHIBIT**  
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A, p. 6

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UNIS NO. 4502-02cs

<b>A. U.S. Department of Housing and Urban Development</b>		<b>B. Type of Loan</b>		
1. <input type="checkbox"/> FHA 4. <input type="checkbox"/> VA		2. <input type="checkbox"/> FHMA 3. <input type="checkbox"/> Conv. Unins.	3. <input type="checkbox"/> Conv. Unins. 5. <input checked="" type="checkbox"/> Other	
6. File Number 478918		7. Loan Number 0001263918		
8. Mortgage Ins. Case No.				
<b>Settlement Statement</b>				
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.				
<b>D. Name of Borrower:</b> Joseph Youngs				
<b>E. Name of Seller:</b> Richard Daniggelis TIN:				
<b>F. Name of Lender:</b> HLB MORTGAGE, 1245 E. Dixon Road, Ste 305, Naperville, IL 60563				
<b>G. Property Location:</b> 1720 North Sedgewick, Chicago, IL 60614				
<b>H. Settlement Agent:</b> Stewart Title of Illinois (830) 571-2116 TIN: 38-3649696 <b>Place of Settlement:</b> 1315 W 22nd Street Suite 100 Oak Brook IL 60523				
<b>I. Settlement Date:</b> 07/28/2006 <b>Proration Date:</b> 7/28/2006				

Summary of Borrower's Transaction		Summary of Seller's Transaction	
100. Gross amount due from borrower		400. Gross amount due to seller	833,000.00
101. Contract sales price	833,000.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	28,724.07	403.	
104.		404.	
105.		405.	
<b>Adjustments (Gross) to Borrower's Transaction</b>			
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower	861,724.07	420. Gross amount due to seller	833,000.00
<b>Adjustments (Gross) to Seller's Transaction</b>			
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	583,100.00	502. Settlement charges to seller (line 1400)	5,704.01
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	643,804.85
205.		505. Payoff of second mortgage loan	70,404.44
206.		506. Payoff	85,000.00
207.		507. Payoff	15,000.00
208. FUNDS FROM 482611	165,337.17	508.	
209.		509.	
<b>Adjustments (Gross) to Seller's Transaction</b>			
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/2005 to 7/28/2006	4,051.68	511. County taxes 1/1/2005 to 7/28/2006	4,051.68
212. Assessments		512. Assessments	
213. 2005 2nd installment 7/1/2005 to 12/31/2005	4,235.22	513. 2005 2nd installment 7/1/2005 to 12/31/2005	4,235.22
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower	768,724.07	520. Total reduction in amount due seller	828,000.00
<b>300. Cash Settlement from Borrower</b>			
301. Gross amount due from borrower (line 120)	861,724.07	501. Gross amount due to seller (line 420)	833,000.00
302. Less amount paid by/for borrower (line 220)	768,724.07	502. Less total reduction in amount due seller (line 520)	828,000.00
303. CASH (X) FROM (TO) BORROWER	105,000.00	503. CASH (FROM) (TO) SELLER	5,000.00

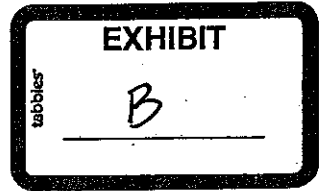
**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 406 and 404), 408, 407 and 409-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file Form 2118, Sale or Exchange of Principal Residence, for any gain, with your income tax return for other transactions, complete the applicable parts of Form 4787, Form 8282 and/or Schedule D (Form 1040).

You are required by law to provide Stewart Title of Illinois (830) 571-2116 with your correct taxpayer identification number.

If you do not provide Stewart Title of Illinois (830) 571-2116 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Richard Daniggelis



Settlement Charges		Paid From	Paid From
Division of commission (line 700) as follows:		Borrower's	Seller's
		Funds at	Funds at
		Settlement	Settlement
700.	Total sales/broker commission		
701.	\$		
702.	\$		
703.	Commission paid at settlement		
704.			
800.			
801.	Loan origination fee to Trust One Mortgage	6,746.00	
802.	Loan discount to HLB MORTGAGE	8,328.67	
803.	Appraisal fee to Joseph Daless Andro	250.00	
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.	Commitment Fee to HLB MORTGAGE	800.00	
809.	Broker Fee to Trust One Mortgage	50.00	
810.	Broker Processing Fee to Trust One Mortgage	486.00	
811.	Broker Premium Pd By Lender to Trust One Mortgage	PCCL 5891.00	
812.			
813.			
814.			
815.			
900.			
901.	Interest from 7/28/2006 to 6/1/2008	568.90	
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for to Liberty Mutual	1,160.00	
904.			
905.			
1000.			
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (main)		
1006.			
1007.			
1008.			
1009.			
1100.			
1101.	Settlement or closing fee to Stewart Title of Illinois	550.00	
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
	Includes above items no.:		
1108.	Title insurance to Shelton Law Group, LLC	480.00	2,136.00
	Includes above items no.:		
1109.	Lender's coverage \$480.00		
1110.	Owner's coverage \$950,000.00 \$2,136.00		
1111.	P/O Package Processing Fee to Stewart Title of Illinois	15.00	30.00
1112.	E-mail Fee to Stewart Title of Illinois	25.00	
1113.	IL Statutory Policy Fees to Stewart Title of Illinois	3.00	3.00
1114.	Lea/Epa/Am/Comp to Shelton Law Group, LLC	440.00	
1115.	24 month COT to Shelton Law Group, LLC	110.00	
1116.	Update Fee to Shelton Law Group, LLC	110.00	
1117.	Accommodation Fee to Shelton Law Group, LLC	300.00	
1200.			
1201.	Recording fees/ Surcharges fees: Deed \$39.50 Mortgage \$84.50	121.00	
1202.	City/county tax/stamps: Deed \$425.00		425.00
1203.	State tax/stamps: Deed \$850.00		850.00
1204.	Certificate of Release to STCIL Recording Account		73.00
1205.	City of Chic Transfer Stamps to STCIL Recording Account	6,375.00	
1206.	Certificate of Release to STCIL Recording Account		36.50
1300.			
1301.	Survey to Merchess Surveying, Inc.		850.00
1302.	Pest inspection		451.51
1303.	Water Cert to Vortex Real Estate Services/City of Chic Water		850.00
1304.	Doc Prep to Paul L. Shelton		
1305.			
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	28,724.07	5,704.01

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Joseph Younes  
Joseph Younes

Richard Daniggella  
Richard Daniggella

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

David Wilson

7/28/06

**Steward Title of Illinois**  
**SELLER'S AND/OR PURCHASER'S STATEMENT** Seller's and Purchaser's signature hereon acknowledges his/her approval of tax provisions and signifies their understanding that provisions were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser, likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.  
Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and such services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforementioned accounting and such services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchaser hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.  
The parties have read the above and hereby acknowledge that the provisions herein are material, agree to same and authorize Title Company to retain on their forms.

Joseph Younes  
Joseph Younes

Richard Daniggella  
Richard Daniggella

**WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18, U.S. Code Section 1001 and Section 1010.**

This Instrument prepared by  
(and after recording return to)

MAY 9?

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

WARRANTY DEED  
Individual to Individual

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

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

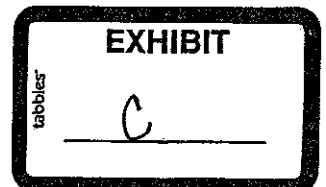
CKA: 1720 North Sedgwick Street Chicago, Illinois 60614  
PIN#: 14-33-324-044-0000

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

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

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

  
RICHARD DANIGGELIS



Agreement


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

If Richard Daniggelis chooses not to close on or before May 19<sup>th</sup>, 2006, he shall pay

as ~~liquidated~~ damages to Joseph James the amount of \$10,000<sup>00</sup> as and for time and services rendered, ~~within 60 days~~ AT END OF 10 MONTHS

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

Richard Daniggelis  
RICHARD DANIGGELIS

  
PAUL L. STRELOW

# Limited Power Of Attorney

For Real Estate Transaction

MAY 19

KNOW ALL MEN BY THESE PRESENTS:

THAT I, RICHARD DANIGGELIS, a United States Citizen of legal age, and resident of Chicago, Illinois, do hereby appoint, name and constitute my attorney, ERIKA RHONE, of Chicago, Illinois, to be the true and lawful Attorney-In-Fact to act in, manage and conduct all my affairs individually for that purpose in my name and on my behalf to do and execute any or all of the following acts, deeds, and other documents and things, to wit:

To execute any and all documents and perform any and all acts necessary to effectuate the sale of the property at:

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

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

Other Acts (if any) \_\_\_\_\_

HEREBY GIVING AND GRANTING unto my said attorney full power and authority whatsoever requisite or proper to be done in or about the premises, as fully to all intents and purposes as I might or could lawfully do if personally present, and hereby certifying and confirming all that my said attorney shall do or cause to be done under and by virtue of these presents.

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

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

  
RICHARD DANIGGELIS

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

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

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

EXHIBIT

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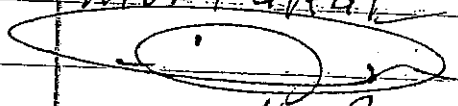
D

~~PARAMOUNT~~

May 19, 2006

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

MORTGAGE APPEARAGE

  
ERIKA RHONE



2 N. LaSalle Street  
Suite 828  
Chicago, IL 60602  
312-849-4243

This Instrument prepared by  
(and after recording return)

MAIL TO



Doc#: 0622826137 Fee: \$26.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/18/2006 12:28 PM Pg: 1 of 2

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

STEWART 476918 3/13

WARRANTY DEED  
Individual to Individual

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

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

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

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

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

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

*Richard Daniggelis*  
RICHARD DANIGGELIS

2/19

tabbles  
EXHIBIT  
E

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, LISA C VITEK a notary public, do hereby certify that **RICHARD DANIGGELIS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

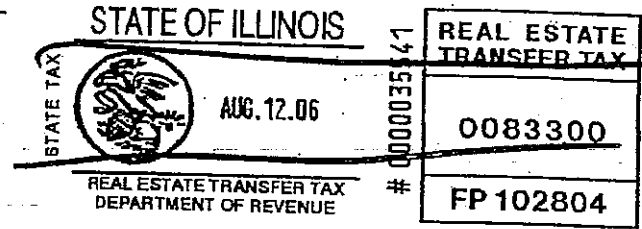
Given under my hand and seal this 9<sup>th</sup> day of July 2006.



Lisa C. Vitek  
notary public

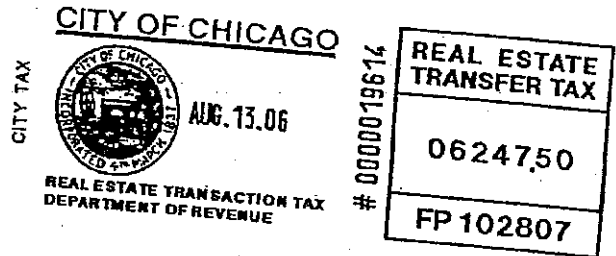
Prepared by:

Paul L. Shelton, Esq.  
Shelton Law Group, LLC  
1010 Jorie Blvd - Suite 144  
Oak Brook, Illinois 60523



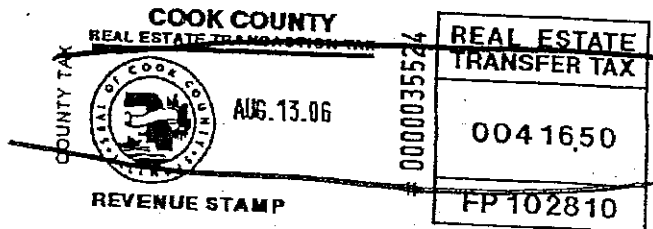
Mail to:

Paul L. Shelton, Esq.  
Shelton Law Group, LLC  
1010 Jorie Blvd - Suite 144  
Oak Brook, Illinois 60523



Name and Address of Taxpayer:

Joseph Younes  
120 West Madison - Suite 1405  
Chicago, Illinois 60602



April 20<sup>th</sup> 2007

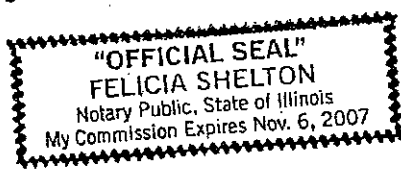
I AM GIVING NOTICE OF THIS  
SWORN STATEMENT

THAT DOCUMENT NUMBER 0622826137  
IS A FORGERY

THAT THE AUTHENTIC DEED  
IS IN MY NAME, RICHARD DANIGGELS  
AND THAT I AM NOW LIVING IN THIS HOUSE  
AT 1720 N. SEDGWICK ST. IN CHICAGO, ILL  
THAT MY GRANDFATHER BOUGHT IN 1911

THE PROPERTY TAX INDEX NUMBER IS  
14 33 324 044 0000

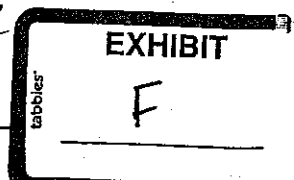
*Richard B. Daniggels*  
Subscribed and sworn to before me on *under signed*  
this *20<sup>th</sup>* day of *April* 2007  
at Chicago, County of Cook, State of Illinois.  
Notary Public *Felicia Shelton*



Doc#: 0711039132 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/20/2007 03:08 PM Pg: 1 of 1



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.



BOOK 11740 PAGE

This Indenture Witnesseth that the Grantor Reuben J. Cohen and Lena Cohen his wife both of the City of Chicago in the County of Cook and State of Illinois for and in consideration of the sum of Seven thousand and no/100 Dollars in hand paid, Convey and Warrant to Herman K. Lipman of the City of Chicago County of Cook and State of Illinois the following described Real Estate, to-wit:

Lots Fourteen (14) and Fifteen (15) in Block Three (3) in Downing, Corning and Prantiss Douglas Park Addition, a subdivision of Block Four (4) and of Lot Two (2) in Block Three (3) in the Circuit Court Partition of the East Half (E. 1/2) of the North East quarter (N.E. 1/4) and that part of the East half (E. 1/2) of the South East quarter (S.E. 1/4) North of Odgan Avenue of Section Twenty-three (23) Township thirty-nine (39) North, Range Thirteen (13) and East of the Third Principal Meridian, situated in the City of Chicago in the County of Cook in the State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State of Illinois. Subject to all special assessments now due or to become due, thereon, also all taxes due after the year 1910.

Dated this Twentieth day of December A.D. 1911.

Witnesses to her mark.

John J. Miller.

E. J. Branigan

Reuben J. Cohen. (SEAL)

her

Lena (X) Cohen (SEAL)

mark

State of Illinois )  
County of Cook )

I, Edward J. Branigan a Notary Public in and for said

County in the State aforesaid, do hereby certify that Reuben J. Cohen and Lena Cohen his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and my Notarial Seal this Twentieth day of December A.D. 1911.

Edward J. Branigan.

Edward J. Branigan.

Notary Public

Notary Public.

Cook County, Ill.

Commission expires March 1912.

-4- No. 4336652.

Filed for Record Dec. 20 A.D. 1911 at 1.31 P.M.

ABRAHAM DAVIS, RECORDER.

The Grantors Meyer Grodzinsky and Sadia Grodzinsky, his wife, of the City of Chicago in the County of Cook and State of Illinois for and in consideration of the sum of Forty one Hundred Dollars in hand paid Convey and Warrant to Nik S. Daaniggelis

BOOK 11740 PAGE

of the City of Chicago County of Cook and State of Illinois the following described Real Estate to-wit: Lot Eight (8) in C.J. Hull's Subdivision of Block Fifty one (51) in the Central Trustee's Subdivision in Section Thirty three (33) Township Forty (40) North Range Fourteen (14) East of the Third Principal Meridian, with all improvements thereon subject to a Trust Deed given to secure a principal note for the sum of Two thousand (2000) Dollars also subject to monthly tenancies, situated in the City of Chicago in the County of Cook in the State of Illinois hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Subject also to General taxes for the year 1911 and to remaining unpaid installments of special assessment Warrant No. 35439 for the improvement of Eugenie Street.

Dated this 18th day of December A.D. 1911.

Meyer Grodzinsky (SEAL)

Sadie Grodzinsky (SEAL)

State of Illinois )  
County of Cook ) ss

I, Joseph V. Crane a Notary Public in and for said County in the

State aforesaid, do hereby certify that Meyer Grodzinsky and Sadie Grodzinsky, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 18th day of December A.D. 1911.

Joseph V. Crane.  
Notary Public.  
Cook County, Ill.

Joseph V. Crane.  
Notary Public.

-4- No. 4886736.

Filed for Record Dec. 20 A.D. 1911 at 2:10 P.M.

ABEL DAVIS, RECORDER.

The Grantor, Paulina Krysinaki (a widow) of the City of Chicago, in the County of Cook and State of Illinois for and in consideration of the sum of one Dollar, in hand paid, natural love and affection and other good and valuable considerations the receipt whereof is hereby acknowledged, Conveys and warrants to Konstanty Krysinaki of the City of Chicago County of Cook and State of Illinois the following described Real Estate to-wit: Lot Thirty Three (33) in Block Forty (40) in Sheffield's Addition to Chicago, together with all buildings and improvements thereon, situated in the City of Chicago in the County of Cook in the State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 20th day of December A. D. 1911.

her  
Paulina (X) Krysinaki (SEAL)  
mark

Witness to Mark.

E.K. Jarecki . Stanislaw Maciejewski.

10/17/07 LIS RENEDED  
 4/20/07 MY NOTICE OF FORFEITURE

5/02/06 BOND OF HAWAII  
 7/28/06 RELEASE BOND OF HAWAII  
 7-28-06 WARRANTY DEED

8-16 7-28-06 MORTGAGE  
 8-16 7-28-06 MORTGAGE  
 8-18-8-2-06 RELEASE  
 8-16-8-2-06 RELEASE  
 7-25-06 CITY ORDER  
 7-25-06 CITY ORDER  
 7-25-06 CITY ORDER

Pin	Lot Block (or) Unit Building	Document Number	Document Type	Sect	town	range	Property Name
**	14-33-324-044-0000	0711039132	NOTICE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0622826135	ASSIGNMENT	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0622826136	RELEASE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0622826137	WARRANTY DEED	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0622826138	MORTGAGE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0622826139	MORTGAGE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0622826140	RECORD OF PAYMENT	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0622826141	RECORD OF PAYMENT	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0620610061	RELEASE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0518933011	ORDER	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0426745101	ASSIGNMENT	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0420139146	LIS PENDENS	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0336547175	RELEASE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0335347135	ASSIGNMENT	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0021118584	MORTGAGE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0020900624	MORTGAGE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0010709957	RELEASE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	0010433226	MORTGAGE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	00492936	ASSIGNMENT	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	00382663	RELEASE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	00202596	MORTGAGE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	99365642	RELEASE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	99121109	MORTGAGE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	98937108	NOTICE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	97833131	MORTGAGE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	92225388	ASSIGNMENT	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	92193966	QUIT CLAIM DEED	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	92193967	TRUSTEES DEED	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES
**	14-33-324-044-0000	92193968	MORTGAGE	33	40	14	HULLS C J SUB BK 51 CANAL TRUSTEES

PRINTED BY: CHRISTOPHER DONALD

Page: 1 of 1

WWW.GCRD.INFO

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

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

V.

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

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

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

2008 JUL 30 PM 2:00  
NO. 07 CH 29738

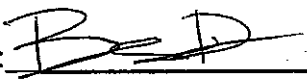
CLERK  
DO. OTTY DROWN

3331  
3100  
3301  
0920  
3004

NOTICE OF FILING

To: Joseph Younes, 1720 N. Sedgwick St., Chicago, IL 60614  
Joseph Younes, 120 W. Madison St., Suite 1405, Chicago, IL 60602  
Mortgage Electronic Registration Systems, Inc., as Nominee for HLB Mortgage; 1595 Springhill Rd. Suite  
310, Vienna, VA 22182  
Richard Daniggelis, 1720 N. Sedgwick St., Chicago, IL 60614  
Unknown Heirs and Legatees of Joseph Younes, if any; 1720 N. Sedgwick St., Chicago, IL 60614

PLEASE TAKE NOTICE that we have caused to be filed with the Clerk of the Circuit Court of Cook County, Illinois on the day of July 30, 2008 the following documents, copies of which are attached hereto: Richard Daniggelis' Answer, Affirmative Defenses, Counterclaims and Cross Claims.

Attorney Signature:   
Benji Philips  
Attorney for: Richard Daniggelis, Defendant  
100 North LaSalle St., Suite 900  
Chicago, Illinois 60602  
312.332.1624  
Attorney Code: 91139

BY: Benji Philips

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that I served this notice and any attached pleadings by placing the U.S. Mail at 100 N. LaSalle St., Suite 900, Chicago, IL 60602, with first class postage prepaid, and directed to the parties at the addresses set forth above before 4:00 p.m. on July 30, 2008.

(Signature)

(Print Name)

#91139

FILED-3  
2008 SEP 24 PM 3:41  
CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
CLERK  
CHANCERY DIV.

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

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,  
  
v.

07 CH 29738K

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

3080

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

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

**DEFENDANT RICHARD DANIGGELIS' FIRST SET OF INTERROGATORIES  
TO RESPONDENT IN DISCOVERY ERIKA RHONE**

NOW COMES the Defendant, Richard Daniggelis, through his attorney, Benji Philips of Chicago Volunteer Legal Services Foundation, and, pursuant to Illinois Supreme Court Rule No. 213, respectfully requests Respondent in Discovery, Erika Rhone to, within twenty-eight (28) days, serve upon Defendant Richard Daniggelis' counsel, Benji Philips of Chicago Volunteer Legal Services, 100 N. LaSalle St., Suite 900, Chicago, IL 60602, answers under oath to the following Interrogatories:

*You are also hereby notified that these INTERROGATORIES have been served upon you this 24<sup>th</sup> day of September 2008. A copy of your Answers to these INTERROGATORIES must be served upon our law offices within 28 days of service of same.*



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

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

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

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

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

#91139  
FILED-3  
2008 SEP 24 PM 3:41  
CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
CHANCERY DIVISION  
07 CH 29738  
CLERK

3376

**DEFENDANT RICHARD DANIGGELIS' REQUEST FOR PRODUCTION OF  
DOCUMENTS TO RESPONDENT IN DISCOVERY ERIKA RHONE**

NOW COMES the Defendant, Richard Daniggelis, through his attorney, Benji Philips of Chicago Volunteer Legal Services Foundation, and, pursuant to Illinois Supreme Court Rule No. 214, respectfully requests Respondent in Discovery, Erika Rhone to, within twenty-eight (28) days, serve upon Richard Daniggelis' counsel, Benji Philips of Chicago Volunteer Legal Services, 100 N. LaSalle St., Suite 900, Chicago, IL 60602, answers under oath to the following Request for Production of Documents:

*You are also hereby notified that this **NOTICE TO PRODUCE** has been served upon you this 24<sup>th</sup> day of September 2008. A copy of your Answers to this **NOTICE TO PRODUCE** must be served upon our law offices within 28 days of service of same.*

*Pursuant to Supreme Court Rule 213(i), you are under a duty to seasonably supplement or amend any prior answer or response whenever new or additional information subsequently becomes known to you.*

## I. INSTRUCTIONS AND DEFINITIONS

1. "You" or "Your" shall mean and refer to Erika Rhone, your predecessors, successors, agents, employees, directors and officers.
2. "Subject transaction" shall mean the alleged purchase of the subject property by Joseph Younes and any and all incidents or transactions preceding the alleged purchase that relate to the alleged purchase.
3. You are requested to include in your responses all information held by you, your agents, employees, attorneys, associates or consultants.
4. "Subject property" shall mean 1720 N. Sedgwick Street, Chicago, IL 60614.
5. "Subject loan or mortgage" shall mean any and all loans granted from Mortgage Electronic Registration Systems, Inc. ("MERS"), nominee for the lender, HLB Mortgage, as mortgagee, and subsequently assigned to GMAC Mortgage, LLC ("GMAC"), to Joseph Younes as mortgagor for the alleged purchase of the subject property.
6. "Acquisition or acquire" shall mean acquiring the loan by assignment, purchase, nomination or through the subject of a trust.
7. If your response to any request is withheld on the basis of a claim of privilege, identify the nature of the claim of privilege, the nature of the information held, identify all persons with whom you have discussed such information and identify the current custodian of any documents referring or relating to such information.
8. "Document" includes, but is not limited to, the original and all drafts or nonidentical copies of writings, drawings, graphs, charts, photographs, letters, memoranda, reports, studies, requests for information, responses to requests for information, correspondence, notes, receipts, canceled checks, invoices, written statements, computer records, electronic or videotape recordings, data compilations from which information can be obtained and translated, or any other tangible objects which permanently or semi-permanently record information for

later use which are within the possession, custody or control of you or to which you have access.

## II. REQUESTS FOR PRODUCTION

1. Any documents related to title insurance issued for the subject transaction.
2. All documents related to or used in the preparation, signing and closing of the subject mortgage.
3. Any and all documents in the nature of correspondence between you, Joseph Younes, Paul Shelton, Richard Daniggelis, MERS, HLB Mortgage, GMAC, Stewart Title of Illinois, or the mortgage broker, and all other parties to this suit relating to the subject mortgage and the subject matter of this case.
4. Any and all documentation memorializing or relating to any conversations between you, Joseph Younes, Paul Shelton, Richard Daniggelis, MERS, HLB Mortgage, GMAC, Stewart Title of Illinois, or the mortgage broker and all other parties to this suit relating to the subject mortgage and the subject transaction.
5. Any and all other power of attorneys where you are or have been the agent.  
Any and all revocations of a power of attorney.
6. All documents related to closings, including refinancings, in which you were a power of attorney.

7. All other documents, not already produced in response to other requests, that you may use or intend to use at trial, hearing, and/or arbitration in this matter.

Respectfully Submitted,

---

Richard Daniggelis, by one of his attorneys

Benji Philips  
Chicago Volunteer Legal Services  
Attorney for Defendant Richard Daniggelis  
100 N. LaSalle St. Suite 900  
Chicago, IL 60602  
(312) 332-7521  
Attorney No: 91139

STATE OF ILLINOIS

ATTY NO. 55295

COUNTY OF COOK

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

GMAC Mortgage, LLC;

Plaintiff and Counter-  
Defendant,

vs.

07 CH 29738  
CALENDAR 57

Richard Daniggelis;

Defendant, Counter-  
Plaintiff and Cross-  
Plaintiff,

Joseph Younes; Mortgage Electronic  
Registration Systems, Inc., as Nominee for  
HLB Mortgage; Unknown Heirs and  
Legatees of Joseph Younes, if any;  
Unknown Owners and Non-Record  
Claimants;

Defendants and Cross-  
Defendants,

and

Paul Shelton; Erika Rhone; and Stewart Title  
of Illinois;

Respondents in  
Discovery.

FILED 8-3  
2009 OCT 24 PM 4:24  
DEBORAH J. HARRIS  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL

**JOSEPH YOUNES' ANSWER TO  
COMPLAINT TO FORECLOSE MORTGAGE**

3 (p) Younes gives **no answer** to Paragraph 3 (p) of the Complaint as it is merely a statement of intent by the Plaintiff and contains no allegations.

4. Younes **admits** the allegations contained in Paragraph 4 of the Complaint.

5. Younes **denies** the allegations contained in Paragraph 5 of the Complaint.

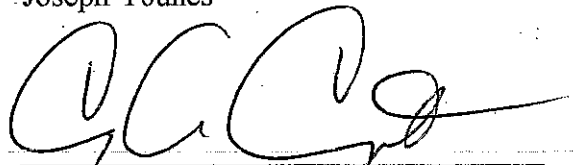
6. Younes gives **no answer** to Paragraph 6 of the Complaint as it is merely a statement of intent by the Plaintiff and contains no allegations.

7. Younes gives **no answer** to Paragraph 7 of the Complaint as it is merely a statement of intent by the Plaintiff and contains no allegations.

WHEREFORE, Younes respectfully prays that judgment in favor of the Plaintiff be denied.

Respectfully submitted,  
Joseph Younes

By:



Maloney & Craven, P.C.,  
Its Attorneys

Craig A. Cronquist  
Maloney & Craven, P.C.  
Attorneys for Joseph Younes  
2093 Rand Road  
Des Plaines, IL 60016  
(847) 635-1341

STATE OF ILLINOIS

ATTY NO. 55295

COUNTY OF COOK

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

GMAC Mortgage, LLC;

Plaintiff and Counter-  
Defendant,

vs.

07 CH 29738  
CALENDAR 57

Richard Daniggelis;

Defendant, Counter-  
Plaintiff and Cross-  
Plaintiff,

Joseph Younes; Mortgage Electronic  
Registration Systems, Inc., as Nominee for  
HLB Mortgage; Unknown Heirs and  
Legatees of Joseph Younes, if any;  
Unknown Owners and Non-Record  
Claimants;

Defendants and Cross-  
Defendants,

and

Paul Shelton; Erika Rhone; and Stewart Title  
of Illinois;

Respondents in  
Discovery.

FILED 8-3  
2009 OCT 29 PM 4:23  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL

**JOSEPH YOUNES' ANSWER TO  
RICHARD DANIGGELIS' FACTS AND CROSS CLAIM COUNTS I, II, AND IV**

Now comes the Defendant, Joseph Younes (hereinafter "Younes"), by and through his attorneys, Maloney & Craven, P.C., and for his answer to Richard Daniggelis' Affirmative Defense ("Affirmative Defense") and Cross Claims ("Cross Claims"), states as follows:

### ADMISSIONS AND DENIALS

1-7. Younes gives **no answer** to Paragraphs 1 through 7 as these paragraphs contain Daniggelis' Answers to Plaintiff's Complaint to Foreclose Mortgage.

### INTRODUCTION

8. Younes **denies** the allegations that Younes never held valid title to Daniggelis' home and that there was an invalid transfer to Younes based on fraudulent documents. Younes gives **no answer** to the remaining allegations of Paragraph 8 as it is merely a statement of intent by the Daniggelis and contains no allegations.

### JURISDICTION AND VENUE

9. Younes **admits** the allegations contained in Paragraph 9.

10. Younes **admits** the allegations contained in Paragraphs 10.

### PARTIES

11. Younes has **insufficient knowledge** upon which either to admit or deny the allegation of Paragraph 11.

12. Younes **admits** the allegations contained in Paragraph 12.

13. Younes **admits** the allegations contained in Paragraph 13.

14. Younes **admits** the allegations contained in Paragraph 14.

15. Younes **admits** the allegations contained in Paragraph 15.



16. Younes has **insufficient knowledge** upon which either to admit or deny the allegation of Paragraph 16.

17. Younes **admits** the allegations contained in Paragraph 17.

**STATEMENT OF FACTS COMMON TO DANIGGELIS' ANSWER,  
AFFIRMATIVE DEFENSES, COUNTERCLAIMS, AND CROSS CLAIMS**

18. Younes **admits** the allegations contained in the first sentence of Paragraph 18. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in the remainder of Paragraph 18.

19. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 19.

20. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 20.

21. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 21.

22. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 22.

23. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 23.

24. Younes **admits** the allegations that the property was in foreclosure and that Daniggelis entered into a real estate contract with Younes. Younes has **insufficient knowledge** upon which either to admit or deny the remaining allegations contained in Paragraph 24.

25. Younes **admits** the allegations contained in Paragraph 25.

26. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 26.

27. Younes **admits** the allegations contained in Paragraph 27.

28. Younes **admits** the allegations contained in Paragraph 28.

29. Younes **admits** the allegations contained in Paragraph 29.

30. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 30.

31. Younes **denies** the allegations contained in Paragraph 31. Younes affirmatively states that the "deed" attached as "Exhibit C" is, in fact, two separate documents. The first page is the first page of an unrecorded deed. The second page is a separate document entitled "Agreement".

32. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 32.

33. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 33.

34. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 34. Further, Younes **denies** that "Exhibit D" as attached to the Affirmative Defense and Cross Claims is a single document. Younes affirmatively states that the "first page of "Exhibit D" is a Limited Power of Attorney. The second page is a separate, untitled document dated May 19, 2006 which, on information and belief, was never produced to Younes, Shelton, or Stewart Title.

35. Younes **admits** a closing took place on July 28, 2006. Younes **denies** a closing took place without Daniggelis' knowledge. Younes has **insufficient knowledge** upon which either to admit or deny the remaining allegations contained in Paragraph 35.

36. Younes **denies** he signed any closing documents on Daniggelis' behalf. Younes has **insufficient knowledge** upon which either to admit or deny the remaining allegations contained in Paragraph 36.

37. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 37.

38. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 38.

39. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 39.

40. Younes **admits** the allegations contained in Paragraph 40.

41. Younes **admits** the allegations contained in Paragraph 41.

42. Younes gives **no answer** to Paragraph 42 as the HUD-1 speaks for itself.

43. Younes gives **no answer** to Paragraph 43 as the HUD-1 speaks for itself.

44. Younes **admits** the allegations contained in Paragraph 44.

45. Younes gives **no answer** to Paragraph 45 as the warranty deed speaks for itself.

46. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 46.

47. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 47.

48. Younes **denies** the deed was fraudulently altered and that any alteration was without Daniggelis' knowledge or consent. Younes has **insufficient knowledge** upon which either to admit or deny the remaining allegations contained in Paragraph 48.

49. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 49.

50. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 50.

51. Younes **denies** the allegation that the warranty deed stated that the Contract was null and void if the closing did not occur on or before May 19, 2006 as contained in Paragraph 51.

52. Younes **admits** the allegations contained in the first sentence of Paragraph 52. Younes **denies** the allegations contained in the remainder of Paragraph 52.

53. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 53.

54. Younes **admits** the allegation contained in Paragraph 54 that a document was recorded as document 0711039132. Younes has **insufficient knowledge** upon which either to admit or deny the remaining allegations contained in Paragraph 54.

55. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 55.

**AFFIRMATIVE DEFENSE:  
JOSEPH YOUNES NEVER HAD GOOD TITLE  
TO DANIGGELIS' HOME**

56 - 59. Younes **makes no response** to the allegations contained in the Affirmative Defense on the grounds that said allegations in no way refer to or relate to Younes and the relief would in no way affect him.

**COUNTERCLAIMS  
COUNTS I THROUGH IV**

60 - 105. Younes **makes no response** to the allegations contained in Counts I through IV of Counterclaims on the grounds that said allegations in no way refer to or relate to Younes and the relief would in no way affect him.

**CROSS CLAIMS**

**COUNT I**

**Quiet Title: Invalid Deed**

**Against Joseph Younes, Mortgage Electronic Registration Systems, Inc.,  
Unknown Owners and Non-Record Claimants**

106. Younes **repeats and realleges** his answers to the allegations contained in Paragraphs 30 through 48 as and for his answers to the allegations contained in Paragraph 106 of Cross Claims.

107. Younes **makes no response** to the allegations contained in Paragraph 107 of the Cross Claims on the grounds that said allegations call for no response on the part of the pleader.

108. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 108 of the Cross Claims.

109. Younes **admits** the allegation contained in Paragraph 109 that a closing took place on July 28, 2006. Younes **denies** the remaining allegations contained in Paragraph 109.

110. Younes **denies** the allegations contained in Paragraph 110.

111. Younes **denies** the allegations contained in Paragraph 111.

WHEREFORE, Younes respectfully prays that judgment on Cross Claim Count I in favor of the Cross-Plaintiff be denied.

#### COUNT II

**Quiet Title: Invalid Power of Attorney  
Against Joseph Younes, Mortgage Electronic Registration Systems, Inc.,  
Unknown Owners and Non-Record Claimants**

112. Younes **repeats and realleges** his answers to the allegations contained in Paragraphs 34 through 39 as and for his answers to the allegations contained in Paragraph 112 of Cross Claims.

113. Younes makes **no response** to the allegations contained in Paragraph 113 of the Cross Claims on the grounds that said allegations call for no response on the part of the pleader.

114. Younes **denies** the allegations contained in Paragraph 114.

115. Younes **denies** the allegation contained in Paragraph 115 that the closing took place without Daniggelis' consent or knowledge. Younes has **insufficient knowledge** upon which either to admit or deny the remaining allegations contained in Paragraph 115 of the Cross Claims.

116. Younes **denies** the allegation contained in Paragraph 116 that Younes used the limited power of attorney and signed for Daniggelis to effectuate the closing. Further, Younes **denies** that the closing was without Daniggelis' consent or knowledge. Younes has **insufficient knowledge** upon which either to admit or deny the remaining allegations contained in Paragraph 116 of the Cross Claims.

117. Younes **admits** the allegation that Daniggelis never executed a power of attorney to Younes as contained in Paragraph 117. Younes has **insufficient knowledge** upon which either to admit or deny the remaining allegations contained in Paragraph 117 of the Cross Claims.

118. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 118 of the Cross Claims..

119. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 119 of the Cross Claims.

120. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 120 of the Cross Claims.

121. Younes has **insufficient knowledge** upon which either to admit or deny the allegations contained in Paragraph 121 of the Cross Claims.

122. Younes **denies** the allegations contained in Paragraph 122 of the Cross Claims.

WHEREFORE, Younes respectfully prays that judgment on Cross Claim Count III in favor of the Cross-Plaintiff be denied.

**COUNT IV**  
**Rescission Based on Unjust Enrichment**  
**Against Joseph Younes**

145. Younes **repeats and realleges** his answers to the allegations contained in Paragraphs 18 through 55 as and for his answers to the allegations contained in Paragraph 145 of Cross Claims.

146. Younes makes **no response** to the allegations contained in Paragraph 146 of the Cross Claims on the grounds that said allegations call for no response on the part of the pleader.

147. Younes **denies** the allegations contained in Paragraph 147.

148. Younes **admits** the allegations contained in the first sentence of Paragraph 148 of the Cross Claims. Younes has **insufficient knowledge** upon which either to admit or deny the remaining allegations contained in Paragraph 148 of the Cross Claims.

149. Younes **denies** the events occurred as described above. Younes makes **no response** to the remaining allegations contained in Paragraph 149 of the Cross Claims as they contain legal conclusions which do not require an answer. To the extent that Paragraph 149 is deemed to contain factual allegations, they are denied.

150. Younes **denies** the allegations contained in Paragraph 150.

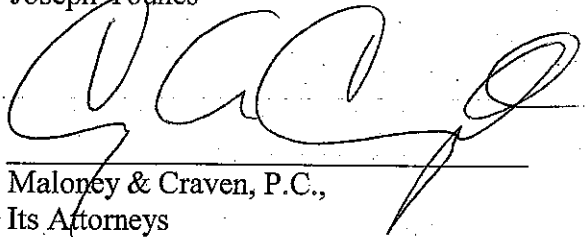
WHEREFORE, Younes respectfully prays that judgment on Cross Claim Count IV in favor of the Cross-Plaintiff be denied.



**COUNT V**  
**Rescission Based on Unjust Enrichment**  
**Mortgage Electronic Registration Systems, Inc., Unknown Owners and**  
**Non-Record Claimants**

151 - 157. Younes makes no response to the allegations contained in Count V of Cross Claims on the grounds that said allegations in no way refer to or relate to Younes and the relief would in no way affect him.

Respectfully submitted,  
Joseph Younes

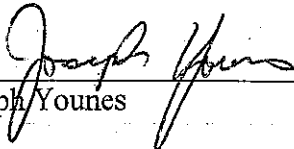
  
\_\_\_\_\_  
Maloney & Craven, P.C.,  
Its Attorneys

By:

Craig A. Cronquist  
Maloney & Craven, P.C.  
Attorneys for Joseph Younes  
2093 Rand Road  
Des Plaines, IL 60016  
(847) 635-1341

**CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct. As to answers based upon insufficient knowledge, the undersigned states that, subsequent to due inquiries, all answers herein based upon insufficient knowledge are true and correct.

  
\_\_\_\_\_  
Joseph Younes

#25182

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

OCT 24 11 30 AM '07

3390  
2871

GMAC MORTGAGE, LLC,

CLERK OF THE CIRCUIT COURT  
DOMESTIC RELATIONS

plaintiff, counterdefendant;

CLERK

vs.

DOROTHY BROWN

No. 07 CH 29738

RICHARD DANIGGELIS,

defendant, counterclaimant and cross-claimant;

CALENDAR 57

JOSEPH YOUNES, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC. as nominee for  
HLB MORTGAGE, UNKNOWN HEIRS AND  
LEGATEES OF JOSEPH YOUNES, and UNKNOWN  
OWNERS,

JUDGE JESSE G. REYES

defendants, cross-defendants;

PAUL SHELTON, ERIKA RHONE and STEWART  
TITLE OF ILLINOIS,

respondents in discovery.

**PLAINTIFF'S MOTION TO STRIKE AFFIRMATIVE DEFENSE  
AND COUNTS I, II, III AND IV OF COUNTERCLAIM**

Plaintiff, GMAC Mortgage, LLC ("GMAC"), by its attorneys, John Knopic II, of Pierce & Associates, John K. Kallman, and Richard Indyke, move the court pursuant to 735 ILCS §5/2-615 to strike the Affirmative Defense and Counts I, II, III and IV of the Counterclaim of Richard Daniggelis ("Daniggelis"), as substantially insufficient in law. In support of its Motion, GMAC shows the court as follows:

1. The substance of Daniggelis' Affirmative Defense and his Counterclaims is found at the paragraph labeled "Introduction" at page two of his Answer, Affirmative Defenses, Counterclaims and Crossclaims (the "Counterclaim"):

"8. By this action to quiet title, counter-plaintiff Richard Daniggelis seeks a declaration that he is the exclusive titleholder to certain real property because

Defendant Joseph Younes never held valid title to Daniggelis' home. There was an invalid transfer to Joseph Younes based on fraudulent documents. Daneggelis seeks and order voiding the transfer of title allegedly effected by the deed."

2. Daniggelis' Affirmative Defense and Counterclaim are insufficient in law because he admits and concedes the following:

(a) that he executed a contract to convey the subject property to Younes (Counterclaim, ¶24);

(b) that he did so because he was in default under his mortgage at the time and the lender had filed a foreclosure (Counterclaim, ¶19);

(c) that the conveyance to Younes was intended to pay off the lender, under the contract whereby Daniggelis could repurchase the property within 90 days (Counterclaim, ¶27);

(d) that he executed the subject Warranty Deed to Younes (Counterclaim, ¶30);

(e) that from the closing of the sale to Younes, Daniggelis' first and second mortgages were repaid, in an amount totaling \$714,009.29 (Counterclaim, ¶42);

(f) that GMAC' predecessor, HLB Mortgage, lent sums in the amount of \$583,100 at closing of the transaction as a first mortgage loan, and an additional \$166,600 as a second mortgage loan (Counterclaim, ¶¶41, 44).

3. Despite these admissions, Daniggelis asserts that the mortgage from Younes to GMAC is invalid, on the basis that by a side agreement with attorney Paul L. Shelton, the Warranty Deed was to be held in escrow to be used only "...to close the Contract on or before [sic] May 12, 2006" (Counterclaim, ¶31); and that because the closing took place on July 28, 2006, the transaction was fraudulent (Counterclaim, ¶¶35,58, 63, 92).

4. Daniggelis' assertion that the Warranty Deed which he signed is invalid because the transaction did not close "... on or before May 19, 2006" is a misrepresentation of the very document on which he relies, that being the side agreement with Shelton. The actual document, assuming it is genuine, states that the warranty deed is to be held in escrow "... to be used only to close this contract on or about May 12<sup>th</sup>, 2006." It does not say that it is to be used only to close "... on or before May 12, 2006." Moreover, there is no evidence that such side agreement

was part of the Warranty Deed; in fact Daniggelis' own Exhibit E, which is a complete copy of the Warranty Deed bearing the transfer tax stamps and notarization of Daniggelis' signature, does not include the side agreement with Shelton (Counterclaim, Exhibit E).

5. In addition, Daniggelis claims that the transaction with Younes was closed without his knowledge or consent pursuant to a Limited Power of Attorney which he admits that he executed and delivered to Erika Rhone (Counterclaim, ¶32, Exhibit D). Daniggelis claims, again, that he had a side agreement with Ms. Rhone whereby she agreed to use the Limited Power of Attorney only to pay mortgage arrearages (Counterclaim, ¶34, Exhibit D). Again, however, Daniggelis mischaracterizes the document on which he relies. There is no evidence that the side agreement was attached to the Limited Power of Attorney, and more important, the side agreement itself, assuming it is genuine, does not provide what Daniggelis says it does. It provides:

"As long as I (Richard) do not sign or sell with anyone else and Paul receives his money back by either selling to Joe Yiones [sic] or Richard paying him back directly I Erika will not use the power of attorney for any reason other than today's payment of any legal and mortgage arrearage.

/s/ Erika Rhone."

This alleged side agreement expressly allows the sale to defendant Younes.

6. Based on the foregoing mischaracterization of the facts, Daniggelis makes the following claims:

- (a) In the Affirmative Defense, he claims the Warranty Deed and Limited Power of Attorney are invalid;
- (b) In Count I, he claims that GMAC's mortgage is invalid because the Warranty Deed to Younes was invalid;
- (c) In Count II, he claims that GMAC's mortgage is invalid because the Limited Power of Attorney was invalid;

(d) In Count III, he asserts "fraud" against GMAC on the basis that the transaction with Younes was closed by fraudulent use of the Warranty Deed and the Limited Power of Attorney;

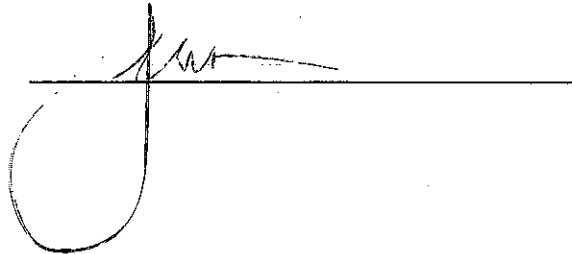
(e) In Count IV, he seeks rescission of the GMAC mortgage based upon "unjust enrichment."

7. None of these claims is plead with facts sufficient in law. With regard to Counts I, II and III, GMAC has demonstrated above that Daniggelis executed the Contract and Warranty Deed by which Younes obtained title and through which GMAC's predecessor lent \$583,100.00. As to Count IV, "unjust enrichment" Daniggelis' own allegations demonstrate that GMAC's predecessor was not unjustly enriched; the amount of its mortgage lien is only what it lent.

WHEREFORE, GMAC prays that the Affirmative Defense and Counts I through IV be stricken and dismissed with prejudice, and for costs.

Dated, this October 23, 2008:

John K. Kallman  
Attorney for STG  
221 North LaSalle Street  
Suite 1200  
Chicago, IL 60601  
(312) 578-1515  
attorney no. 25182



**CERTIFICATE OF SERVICE**

John K. Kallman hereby certifies that he caused a copy of the foregoing instrument, and any attached materials, to be served upon each of the parties named below at their respective addresses by:

First-class mail, postage prepaid, by depositing the same in a United States Mail depository at 221 N. LaSalle Street, Chicago, Illinois, before 5:00 p.m.

Delivery by  personal service; Fax , before 4:00 p.m.

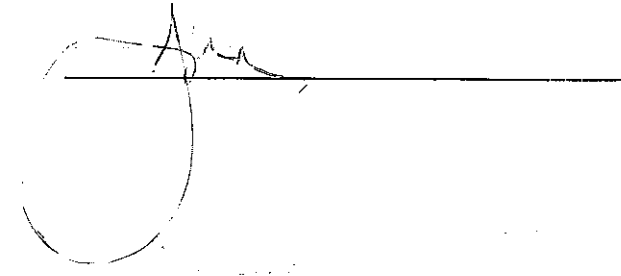
on this 24<sup>th</sup> day of October, 2008,

Benji Phillips, Esq.  
100 N. LaSalle St.  
Suite 900  
Chicago, IL 60602

John J. Knopic II, Esq.  
Pierce and Associates  
One N. Dearborn, Ste. 1300  
60602

Craig A. Cronquist, Esq.  
Maloney & Craven, P.C.  
2093 Rand Road  
Des Plaines, IL 60016

and under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters certifies as aforesaid that he verily believes the same to be true.



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

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

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

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

Defendants Cross-Defendants,

PAUL SHELTON; ERIKA RHONE;  
STEWART TITLE OF ILLINOIS,

Respondents in Discovery.

No: 07 CH 29738

Calendar:

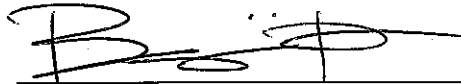
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CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
CHANCERY DIV.  
CLERK  
DEPUTY TROVAIN

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2800

**CERTIFICATE AND AFFIDAVIT OF DELIVERY BY MAIL**

TO: Mortgage Electronic Registration Systems, Inc., as Nominee for HLB Mortgage; 1595 Springhill Rd. Suite 310,  
Vienna, VA 22182  
Richard Daniggelis, 1720 N. Sedgwick St., Chicago, IL 60614  
Unknown Heirs and Legatees of Joseph Younes, if any; 1720 N. Sedgwick St., Chicago, IL 60614  
Craig A. Cronquist, Maloney & Craven, P.C., 2093 Rand Road, Des Plaines, IL 60016  
John K. Kallman, GMAC Mortgage LLC, 221 N. LaSalle St., Suite 1200, Chicago, IL 60601-1305

The undersigned hereby certifies under penalties of perjury as provided by law pursuant to Ill.Rev.Stat.Ch.110,  
par. 1-109, that the attached First Set of Interrogatories and Request for Production of Documents to Defendant  
Joseph Younes were placed in the U.S. Mail at 100 N. LaSalle, with first class postage prepaid, and directed to the  
parties at the addresses set forth above before 5:00 p.m. on October 28, 2008.



Benji Philips

Benji Philips  
Attorney for: Richard Daniggelis, Defendant  
Chicago Volunteer Legal Services  
100 N. LaSalle St. Suite 900  
Chicago, IL 60602  
312-332-7521  
Attorney No. 91139



...I Erika will not use the power of attorney for any reason other than today's payment of any legal and mortgage arrearage.

A copy of the *Power of Attorney Agreement* is attached hereto as Exhibit B for convenience.

Danigellis believed that the Power of Attorney was necessary to allow Shelton to pay the arrearages that were due on the mortgage so that his Home would not be sold in foreclosure. (Counter-complaint, ¶ 32). Daniggelis did not sign any other Power of Attorney and never attended a closing. (Counter-complaint, ¶ 32 & 35). Nevertheless, a closing was conducted on July 28, 2006. (Counter-complaint, ¶ 35). Daniggelis believes that the Power of Attorney to Rhone was used to effectuate the closing despite the agreement that it would be used only to pay arrearages. (Counter-complaint, ¶ 35).

The Warranty Deed that was eventually recorded as a result of the closing clearly shows on its face that the date of signing was changed from May 9, 2008 to July 9, 2008. (Counter-complaint, ¶ 45-48). Daniggelis' home was ultimately sold for \$833,000. (Counter-complaint, ¶ 41). Daniggelis' mortgages totaling \$714,009.29 were paid off. (Counter-complaint, ¶ 42). The settlement statement reflects about \$100,000 in "payoffs" to unspecified recipients. (Counter-complaint, ¶ 42). Despite these payoffs, which constitute Daniggelis' equity in his Home, Daniggelis received only a check for \$5,000, which he has refused to cash. (Counter-complaint, ¶ 43).

## ARGUMENT

Plaintiff contends in its Motion to Dismiss that Daniggelis has not stated sufficient facts to support his claims to Quiet Title to the property. (Motion to Dismiss, ¶

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

3117  
3004

# 91139

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

07 CH 29738

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

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

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

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CIRCUIT COURT OF COOK  
COUNTY ILLINOIS  
CHANCERY DIVISION  
CLERK

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**RICHARD DANIGGELIS' RESPONSE TO PLAINTIFF'S  
MOTION TO STRIKE AFFIRMATIVE DEFENSE AND  
COUNTS I, II, III AND IV OF COUNTERCLAIM**

NOW COMES, RICHARD DANIGGELIS ("Daniggelis"), defendant, counter-plaintiff, and cross-plaintiff, by and through his attorney, Benji Philips of Chicago Volunteer Legal Services, and submits this response to Plaintiff's Motion to Strike Affirmative Defense and Counts I, II, III and IV of Counterclaim.

**INTRODUCTION**

Plaintiff has filed a Complaint to Foreclose Mortgage ("Complaint") against Defendant Joseph Younes ("Younes"). Younes is the purported owner of the property

(the "Home") as a result of a closing that allegedly took place on July 28, 2006.

(Counter-complaint, ¶ 35). Defendant Daniggelis, was the sole owner of the property prior to that closing. Daniggelis has lived in the Home for the past 20 years and cared for it for the past 40 years. (Counter-complaint, ¶ 18).

Daniggelis contends that he never attended a closing to sell his Home nor gave anyone Power of Attorney to sell his Home. (Counter-complaint, ¶ 32 & 35). Instead, after discussions with Younes and Respondents in Discovery, Paul Shelton ("Shelton") and Erika Rhone ("Rhone"), Daniggelis signed a Warranty Deed on May 9, 2008 in conjunction with an agreement stating that if the closing did not take place before May 19, 2008, the contract would be null and void ("*Warranty Deed Agreement*"). (Counter-complaint, ¶ 31).

The *Warranty Deed Agreement* specifically states,

I, Paul L. Shelton, agree to hold the warranty deed executed today, in escrow, to be used only to close this contract on or about May 12<sup>th</sup>, 2006...If the closing does not take place on or before May 19<sup>th</sup>, 2006, the contract is null and void ...

A copy of the *Warranty Deed Agreement* are attached hereto as Exhibit A for convenience.

The closing did not take place on or before May 19, 2008. (Counter-complaint, ¶ 32). Instead, on May 19, 2008, Daniggelis signed a Power of Attorney to Rhone in conjunction with an agreement that the Power of Attorney would be used only to pay Daniggelis' arrearages on his then current mortgage ("*Power of Attorney Agreement*"). (Counter-complaint, ¶ 32).

The *Power of Attorney Agreement* specifically states,

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

3117

# 91139

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

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

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

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

07 CH 29738

CLERK  
COOK COUNTY ILLINOIS  
CHANCERY DIV.

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FILED - 2

**RICHARD DANIGGELIS' RESPONSE TO DEFENDANT JOSEPH YOUNES'  
MOTION TO DISMISS, AS AGAINST HIM AND WITH PREJUDICE, CROSS  
CLAIM COUNT III (QUIET TITLE: FRAUD) OF RICHARD DANIGGELIS'  
CROSS CLAIMS**

NOW COMES, RICHARD DANIGGELIS ("Daniggelis"), defendant, counter-  
plaintiff, and cross-plaintiff, by and through his attorney, Benji Philips of Chicago  
Volunteer Legal Services, and submits this response to Defendant Joseph Younes'  
Motion to Dismiss, as Against Him and With Prejudice, Cross Claim Count III (Quiet  
Title: Fraud) of Richard Daniggelis' Cross Claims.

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

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

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

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

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

07 CH 29738

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P 3 04  
CLERK OF COURT

**PETITION FOR A RULE TO SHOW CAUSE AND FOR AN EXTENSION OF  
TIME TO NAME RESPONDENT IN DISCOVERY, STEWART TITLE OF  
ILLINOIS, AS A DEFENDANT**

NOW COMES, Richard Daniggelis, by and through one of his attorneys, Benji Philips of Chicago Volunteer Legal Services, and pursuant to 735 ILCS 5/2-402 asks this Court to issue a Rule to Show Cause against Stewart Title of Illinois and for an order for an extension of time to name the Respondent in Discovery Stewart Title of Illinois as a defendant. In support of these motions, Daniggelis states as follows:

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

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

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

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

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

07 CH 29738

**MOTION FOR AN EXTENSION OF TIME TO NAME RESPONDENT IN  
DISCOVERY, PAUL SHELTON, AS A DEFENDANT**

NOW COMES, Richard Daniggelis, by and through one of his attorneys, Benji Philips of Chicago Volunteer Legal Services, and pursuant to 735 ILCS 5/2-402 asks this Court for an order for an extension of time to name the Respondent in Discovery Paul Shelton as a defendant. In support of this motion, Daniggelis states as follows:

1. Defendant Richard Daniggelis ("Daniggelis") filed an Answer, Affirmative Defenses, and Counter Claims ("Counter Claim") to Plaintiff's Complaint to Foreclose Mortgage on July 30, 2008.
2. Through his Counter Claim, Daniggelis alleges that the sale of his property took place without his knowledge, consent or authorization.
3. Respondent in Discovery, Paul Shelton ("Shelton"), negotiated with Daniggelis regarding the property and attended the closing.
4. Shelton was served with the Counter Claim, Interrogatories and a Notice to Produce on September 30, 2008.
5. Shelton did not respond to Daniggelis' requests for discovery.
6. On December 12, 2008 counsel for Daniggelis sent a letter to Shelton pursuant to Illinois Supreme Court Rule 201(k), requesting that he comply with the discovery or call to discuss the issue within seven days.
7. Shelton still did not respond to Daniggelis' requests for discovery nor did he call to discuss the outstanding discovery.
8. Subsequently, Daniggelis motioned this Court to compel discovery against Paul Shelton.
9. On January 28, 2009 this Court granted that Motion and allowed Shelton 28 days to respond to outstanding discovery or be subject to appropriate sanctions. See Exhibit A.
10. A second letter was sent pursuant to Illinois Supreme Court Rule 201(k) and a copy of the above mentioned order was mailed to Paul Shelton on January 30, 2009. See Exhibit B.


11. Even with this Court's order Shelton still did not respond to Daniggelis' requests for discovery. Rather, after the additional time to respond granted to Shelton had lapsed, Shelton faxed counsel for Daniggelis a letter stating that his attorneys had his files regarding the sale of Daniggelis home. Shelton's letter does not communicate that he intends to provide a response to Daniggelis' outstanding discovery.

12. As a result, Daniggelis petitioned this Court for a Rule to Show Cause. Shelton did not appear before this Court, and a Rule to Show Cause was issued on March 11, 2009. See Exhibit C.

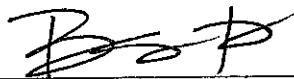
13. The Illinois statute governing respondents in discovery states that the court may grant additional extensions to name a respondent in discovery as a defendant for a failure on the part of the respondent to comply with timely filed discovery. 735 ILCS 5/2-402.

14. To date, Shelton has not responded to Daniggelis' requests for discovery.

WHEREFORE, Defendant Richard Daniggelis asks this court for an order for an extension of time to name the Respondent in Discovery Paul Shelton as a defendant; and for any other relief that is equitable and just.



Richard Daniggelis,  
By one of his attorneys



Benji Philips  
Chicago Volunteer Legal Services  
Attorney for Richard Daniggelis  
100 N. LaSalle, Suite 900  
Chicago, IL 60602  
312.332.7521  
Atty. No. 91139



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

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

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

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

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

07 CH 29738

**MOTION TO COMPEL DISCOVERY AGAINST  
DEFENDANT JOSEPH YOUNES**

NOW COMES, Richard Daniggelis, by and through one of his attorneys, Benji  
Philips, asks this Court for an order compelling Defendant Joseph Younes to comply with  
a discovery deposition. In support of this motion, Daniggelis states as follows:

1. Defendant Richard Daniggelis ("Daniggelis") filed an Answer, Affirmative Defenses, Counter Claims and Cross Claims to Plaintiff's Complaint to Foreclose Mortgage ("Counter Claim") on July 30, 2008.
2. Through his Counter Claim, Daniggelis alleges that the sale of his property took place without his knowledge, consent or authorization.
3. Defendant Joseph Younes ("Younes"), attended the closing, and ultimately purchased the property from Daniggelis without his consent.
4. On January 28, 2009, Daniggelis' Counter Claims based on fraud were struck, and Daniggelis was granted 60 days to re-plead.
5. In order for Daniggelis to replead those counts, Daniggelis needs to gather information from all parties who attended the closing. Joseph Younes is one of those parties.
6. Soon after the January 28<sup>th</sup> order, Daniggelis scheduled Younes' deposition for March 10, 2009, and sent the appropriate subpoena.
7. Through his counsel, Younes has refused to attend the deposition or to reschedule, stating that he will not comply with the subpoena until Daniggelis repleads counts against Younes.
8. Daniggelis' time to replead is now approaching and Younes is still refusing to comply with the subpoena for his deposition.
9. Illinois Supreme Court Rule 206(c)(1) states that a "deponent in a discovery deposition may be examined regarding *any* matter subject to discovery under these rules." Il. St. Ct. Rule 206(c)(1).

10. Illinois Supreme Court Rule 201(b)(1) states that a “party may obtain by discovery full disclosure regarding any matter relevant to the subject matter involved in the pending action...” Il. S. Ct. Rule 201(b)(1).

11. The purpose of discovery is to ascertain the truth for purposes of a fair trial. *Pemberton v. Tieman, et al.*, 117 Ill. App.3d 502, 504 (5th Dist. 1983). Illinois courts believe that the “right of any party to a discovery deposition is ‘basic and fundamental.’” *Id.*

12. The *Pemberton* court goes on to say that right is limited to matters that are relevant to the subject matter of the pending action, but that courts allow great latitude in the scope of discovery. *Id.* (See *Redelmann v. Sprayway, Inc., et al.*, 375 Ill. App. 3d 912, 927 (1st Dist. 2007) Discovery is allowed for any matter relevant to the subject matter involved in the pending action). The courts also state that discovery will not be effective unless trial courts apply appropriate sanctions without hesitation. *Vaughn v. Northwestern Memorial Hospital*, 210 Ill.App.3d 253, 261 (1st Dist. 1991).

13. Daniggelis has alleged that his home was sold to Joseph Younes without his knowledge or consent. Because Daniggelis was not present at the closing, he is unaware of who was present and what happened.

14. Younes, on the other hand was present at the closing. As a result, Younes has information regarding the closing that Daniggelis does not.

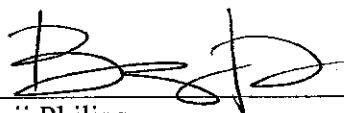
15. This court has previously recognized the “inherent difficulties” in meeting pleading standards in a case involving real estate fraud due to its “unique nature.” (See Judge Delort’s Memorandum and Opinion in *Deutsche Bank National Trust Co. v. Bonnie Poole*, 2008 WL 5410512).

16. It is imperative that Younes' comply with the court issued subpoena so that Daniggelis can fully uncover all of the facts surrounding the real estate fraud and therefore replead appropriately.

WHEREFORE, Defendant Richard Daniggelis asks this court for an order compelling Defendant Joseph Younes to comply with the discovery deposition; for additional time to replead; and for any other relief that is equitable and just.



Richard Daniggelis,  
By one of his attorneys



Benji Philips  
Chicago Volunteer Legal Services  
Attorney for Richard Daniggelis  
100 N. LaSalle, Suite 900  
Chicago, IL 60602  
312.332.5539  
Atty. No. 91139

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

GMAC MORTGAGE, LLC,

v.

RICHARD DANIGGELIS, et al.

No. 07 CH 29738

NOTICE OF MOTION

To: See attached list

On March 31, 2009, at 3:00 p.m. or as soon thereafter as counsel

may be heard, I shall appear before the Honorable Judge Delort or any Judge sitting in that Judge's stead, in the courtroom usually occupied by him/her, located at Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois, and present Rule to Show Cause and Extension of Time to Name Stewart Title of Illinois as Defendant

Name Benji Philips Atty. No. 91139 Pro Se 99500 Address 100 N LaSalle Street, Suite 900 Attorney for Richard Daniggelis City/State/Zip Chicago, IL 60602 Telephone (312) 332-7521

PROOF OF SERVICE BY DELIVERY

I, the attorney/non attorney\* certify that on the day of I served this notice by delivering a copy personally to each person to whom it is directed.

Date

Signature/Certification

PROOF OF SERVICE BY MAIL

I, Annie Poelstra, the attorney/non attorney\* certify that I served this notice by mailing a copy to See service list at (address on envelope)

and depositing the same in the U. S. Mail at 100 N. LaSalle Street Suite 900 Chicago, IL 60602 at 5:00 p.m. on the 23rd day of March, 2009, with proper postage prepaid.

Date March 23, 2009

Annie Poelstra Signature/Certification

NOTE: If more than one person is served by delivery or mail, additional proof of service may be made by attaching an additional sheet to this Notice of Motion.

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

GMAC MORTGAGE, LLC,  
Plaintiff,

v.

JOSEPH YOUNES, ET AL.  
Defendants.

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2009 MAR 31 PM 1:54  
CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
CHANCERY DIV.  
07 CH/29738  
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**NOTICE OF MOTION TO NAME RESPONDENT IN DISCOVERY**

**ERIKA RHONE AS A DEFENDANT**

TO: See attached service list.

On April 7, 2009 at 3:00 p.m., or as soon thereafter as counsel may be heard, I shall appear before the Honorable Judge Mathias William Delort, or any Judge sitting in his/her stead in courtroom 2809, or the courtroom usually occupied by him/her in the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois, and shall then and there present the attached Motion to Name Respondent in Discovery Erika Rhone as Defendant.

By: 

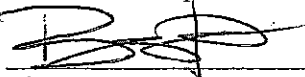
Benji Philips

Benji Philips  
Chicago Volunteer Legal Services  
Attorney for: Defendant Richard Daniggelis  
100 North LaSalle, Suite 900  
Chicago, IL 60602-2405  
(312) 332-1687  
Atty. No. 91139

---

CERTIFICATE AND AFFIDAVIT OF DELIVERY (PERSONALLY OR BY MAIL)

The undersigned hereby certifies under penalties of perjury as provided by law pursuant to Ill. Rev. Stat. Ch. 110, par. 1-109, that the above notice and any attached pleadings were [ ] personally delivered or [ x ] placed in the U.S. Mail at 100 N. LaSalle, with first class postage prepaid, and directed to the parties at the addresses set forth above before 5:00 p.m. on March 31, 2009.



Signature

Benji Philips

Print Name

GMAC Mortgage v. Joseph Younes, et al., 07 CH 29738

SERVICE LIST

John Kallman  
Richard Indyke  
221 North LaSalle Street  
Suite 1200  
Chicago, IL 60601

John J. Knopic, II, Esq.  
Pierce and Associates  
One N. Dearborn Street  
Suite 1300  
Chicago, IL 60602

Craig A. Cronquist, Esq.  
Maloney & Craven, P.C.  
2093 Rand Road  
Des Plaines, IL 60016

Kropik, Papuga & Shaw  
120 South LaSalle Street  
Chicago, Illinois 60603

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

GMAC MORTGAGE, LLC,  
Plaintiff, Counter-Defendant,

v.

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

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

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

07 CH 29738

CHANCERY DIVISION

CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
CHANCERY DIV.

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**MOTION TO NAME RESPONDENT IN DISCOVERY**

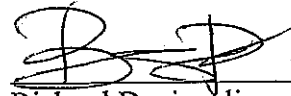
**ERIKA RHONE AS A DEFENDANT**

NOW COMES, Richard Daniggelis, by and through one of his attorneys, Benji Philips of Chicago Volunteer Legal Services, and pursuant to 735 ILCS 5/2-402 asks this Court for an order for to add Respondent in Discovery Erika Rhone as a defendant. In support of this motion, Daniggelis states as follows:



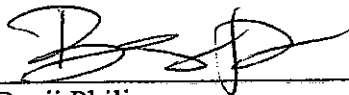
1. Defendant Richard Daniggelis ("Daniggelis") filed an Answer, Affirmative Defenses, and Counter Claims ("Counter Claims") to Plaintiff's Complaint to Foreclose Mortgage on July 30, 2008.
2. Through his Counter Claims, Daniggelis alleges that the sale of his property took place without his knowledge, consent or authorization.
3. Rhone was served with the Counter Claims, Interrogatories, and a Notice to Produce on October 6, 2008.
4. About a month later, Rhone responded to Daniggelis' written discovery request.
5. A subpoena was issued for Rhone's deposition on December 31, 2009.
6. Shortly after, on January 13, 2009, Rhone was deposed by Daniggelis' attorneys.
7. The Illinois Code of Civil Procedure says that a respondent in discovery may be added as a defendant if the evidence shows the existence of probable cause. 735 ILCS 5/2-402.
8. Rhone's deposition and response to the written discovery has established probable cause for Daniggelis to bring a cause of action for fraud and breach of fiduciary duty. See attached, facts in Richard Richard Daniggelis' First Amended Answer, Affirmative Defenses, and Counterclaims.
9. The attached pleadings are the supporting facts and causes of action filed against Rhone on March 30, 2009.

WHEREFORE, Defendant Richard Daniggelis asks this court for an order to add Respondent in Discovery Erika Rhone as a defendant; and for any other relief that is equitable and just.



---

Richard Daniggelis,  
By one of his attorneys



---

Benji Philips  
Chicago Volunteer Legal Services  
Attorney for Richard Daniggelis  
100 N. LaSalle, Suite 900  
Chicago, IL 60602  
312.332.7521  
Atty. No. 91139

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

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

15323 #

GMAC MORTGAGE, LLC, )  
 )  
 Plaintiff, )  
 vs. )  
 )  
 JOSEPH YOUNES, ET AL., ) NO. 07 CH 29738  
 )  
 Defendants. )

3509  
3303

MOTION TO VACATE ORDER

NOW Comes, Paul L. Shelton, by and through Shelton Law Group, LLC and requests an Order vacating Order of Body Attachment, stating as follows:

1. Paul Shelton is a licensed attorney in the State of Illinois and has been since June of 1985.
2. The underlying matter involves a foreclosure of a home that was allegedly sold by person that Paul Shelton represented as a Seller in 2006, Mr. Richard Daniggelis.
3. There is a pending Attorney Registration and Disciplinary Committee investigation regarding circumstances surrounding the relationship of Mr. Richard Daniggelis and attorney Paul Shelton
4. Mr. Shelton has always been ready wiling and able to give a statement under oath to the attorney for Mr. Daniggelis
5. Mr. Shelton has sent two letters to the attorney for Mr. Daniggelis letting her know the situation, and most recently on March 2<sup>nd</sup> faxed a letter to the attorney and left a message for the attorney.
6. There has never been an issue as to whether Mr. Shelton would give a statement in this matter.
7. Attorney for Mr. Daniggelis is not acting in good faith when she files motions to present to this court that somehow Mr. Shelton is not prepared to cooperate and give a statement.
8. In presenting this Motion, Mr. Shelton is presenting himself before the Court and will

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cooperate in any way required.

9. Mr. Dannigellis has not been prejudiced in any way in that he has continued to reside in the subject home since the sale took place in 2006 without paying a mortgage or rent payment for said home.

**WHEREFORE**, Paul L. Shelton respectfully requests that this Honorable Court vacate the Body Attachment Order in that Mr. Shelton has presented himself to the Court and is prepared to discuss his representation of Mr. Daniggelis.

---

Shelton Law Group, LLC

**SHELTON LAW GROUP, LLC.**  
1010 Jorie Blvd, Suite 144  
Oak Brook, IL 60523  
(630) 993-9999  
Atty No 15323

GMAC Mortgage v. Joseph Younes, et al., 07 CH 29738  
SERVICE LIST

John Kallman  
Richard Indyke  
221 North LaSalle Street  
Suite 1200  
Chicago, IL 60601

John J. Knopic, II, Esq.  
Pierce and Associates  
One N. Dearborn Street  
Suite 1300  
Chicago, IL 60602

Craig A. Cronquist, Esq.  
Malone & Craven, P.C.  
2093 Rand Road  
Des Plaines, IL 60016

*Benji Phillips  
100 N LaSalle St Suite 900  
Chicago IL 60602*

Stewart Title of Illinois  
Leigh Curry  
2055 W. Army Trail Rd.  
Suite 110  
Addison, IL 60101

Mortgage Electronic Registration Systems, Inc.,  
as nominee for HLB Mortgage  
1595 Springhill Rd., Suite 310,  
Vienna, Virginia 22182

# SHELTON LAW GROUP, LLC

-----Attorneys & Counselors at Law-----

Paul L. Shelton  
cell: (630) 675-9355

---

January 5, 2009

Benji Philips  
Chicago Volunteer Legal Services  
100 N LaSalle Street Suite 900  
Chicago, IL 60602

RE: GMAC Mortgage vs. Dangelis 07 CH 29738

Dear Ms. Philips:

As Mr. Shelton believes you are aware, he represented Richard Daniggelis on the sale of his home. There is a pending ARDC matter in which he has been asked to give a statement, and his attorneys have advised him to not answer any questions at this time

He is available speak in front of a court reporter almost any time in this case, but requests that Mr. Daniggelis be present and that he be allowed to speak with him prior to the deposition.

Also, Mr. Dangelis will need to execute some form of release/waiver.

If there are any questions, please call the office at 630-993-9999.

Sincerely,

Mayren Hernandez

Legal assistant

1010 Jorie Blvd, Suite 144  
Oak Brook, Illinois 60523  
Tel: (630) 993-9999 Fax: 630-833-2270  
[plshelton@sbcglobal.net](mailto:plshelton@sbcglobal.net)

A mortgage foreclosure is a lawsuit to repossess your house.

**IMPORTANT INFORMATION FOR DEFENDANTS**

**IN A RESIDENTIAL FORECLOSURE**

(This information does not apply to a commercial foreclosure. Consult an attorney for advice.)

---

YOU HAVE RIGHTS DURING THE FORECLOSURE

1. POSSESSION: The lawful occupants may be able to live in the house until a judge enters an order of eviction.
2. OWNERSHIP: You may have the right to sell the house or refinance the mortgage during the redemption period.
3. REINSTATEMENT: You may have the right to bring the mortgage current within 90 days after you receive this Summons.
4. REDEMPTION: You may have the right to pay off the loan during the redemption period.
5. SURPLUS: You have the right to petition for any excess money that results from a foreclosure sale of the house.
6. WORKOUT OPTIONS: The mortgage company does not want to foreclose the mortgage if there is any way to avoid it. Call the mortgage company or its attorneys to find out the alternatives to foreclosure.
7. GET ADVICE: This information is not exhaustive and does not replace the advice of a professional. You may have other options. get professional advice from a lawyer or certified housing counselor about your rights and options to avoid foreclosure.
8. A LAWYER: If you do not have a lawyer, and are able to afford one, you may call one of the following Lawyer Referral Services and ask them to recommend a lawyer for you.
  - Chicago Bar Association Lawyer Referral Service: (312)554-2001
  - Cook County Bar Association Lawyer Referral Service: (312)630-1157
  - Other Lawyer Referral Services are listed in your telephone directory.

If you cannot afford a lawyer, you may call one of the following agencies that may be able to provide you with free legal help:

- \*Legal Assistance Foundation of Chicago: (312)341-1070
- Horizon Legal Center: (312)360-9455
- \*Chicago Legal Clinic: (312)731-1762
- \*Chicago Volunteer Legal Services: (312)332-1624
- (\*se habla Espanol)

PROCEED WITH CAUTION

You may be contacted by people offering to help you to avoid foreclosure. Please follow these precautions:

1. Get legal advice before entering into any deal involving your house.
2. Get legal advice before you pay money to any person offering to help you avoid foreclosure.
3. Do not sign any papers you do not understand.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

---

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PLEASE SERVE THE FOLLOWING DEFENDANTS AT THE FOLLOWING ADDRESSES

- 1 JOSEPH YOUNES; 1720 NORTH SEDGWICK STREET; CHICAGO, IL  
60614 - CO
- 2 JOSEPH YOUNES; 120 W MADISON ST STE 1405; CHICAGO, IL 60602  
- CO
- ~~MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE  
FOR HLB MORTGAGE; 1595 SPRINGHILL RD STE 310; VIENNA, VA  
22182 DS~~
- 3 RICHARD DANIGGELIS; 1720 NORTH SEDGWICK STREET; CHICAGO, IL  
60614 - CO
- 4 UNKNOWN HEIRS AND LEGATEES OF JOSEPH YOUNES, IF ANY; 1720  
NORTH SEDGWICK STREET; CHICAGO, IL 60614 - CO

T H A N K Y O U

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