

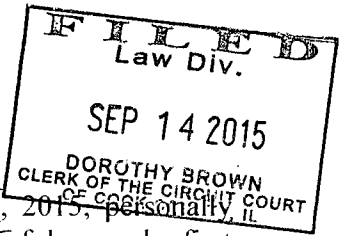
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – LAW DIVISION

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

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AFFIDAVIT OF GORDON WAYNE WATTS

STATE OF FLORIDA
COUNTY OF POLK



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

AFFIANT STATEMENT:

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

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

FURTHER AFFIANT SAYETH:

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

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

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

* *In Re: GORDON WAYNE WATTS (as next friend of THERESA MARIE 'TERRI' SCHIAVO)*, No. SC03-2420 (Fla. Feb.23, 2005), denied 4-3 on rehearing. (Watts got 42.7% of his panel)

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

* *In Re: JEB BUSH, GOVERNOR OF FLORIDA, ET AL. v. MICHAEL SCHIAVO, GUARDIAN: THERESA SCHIAVO*, No. SC04-925 (Fla. Oct.21, 2004), denied 7-0 on rehearing. (Bush got 0.0% of his panel before the same court) <http://www.floridasupremecourt.org/clerk/dispositions/2004/10/04-925reh.pdf>

* *Schiavo ex rel. Schindler v. Schiavo ex rel. Schiavo*, 403 F.3d 1223, 2005 WL 648897 (11th Cir. Mar.23, 2005), denied 2-1 on appeal. (Terri Schiavo's own blood family only got 33.3% of their panel on the Federal Appeals level) <http://media.ca11.uscourts.gov/opinions/pub/files/200511556.pdf>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

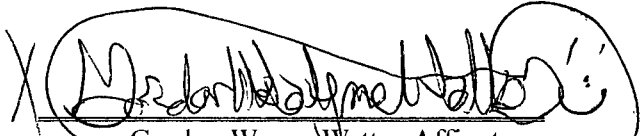
at last check, Daniggelis, an elderly seventy-six (76) year-old man, was homeless and living on the streets, except on some occasions where he was able to afford a rental van, into the which he slept, according to conversations I have had with him, tho I do not know specific details.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

X 
Gordon Wayne Watts, Affiant

**STATE OF FLORIDA
COUNTY OF POLK**


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

IDENTIFICATION TYPE: X FL Drivers License

IDENTIFICATION NUMBER: (*) X 176-0

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

See: http://www.IllinoisCourts.gov/supremecourt/rules/art_ii/artii.htm

Notary Public: 

Date: 9/8/15

(Notary Stamp)

My Commission Expires: 6/23/18



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

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

Case No.: 2007 CH 29738
Before:
Hon. Sanjay T. Tailor,
Presiding Judge assigned –
or whichever other judge
may so preside in Law Div.

SEP 14 2015
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

3303

Notice of Motion

To: This Honourable Court and all parties being served (see attached service list, below)
From: Mr. Gordon Wayne Watts, LAKELAND, Fla. (full contact data, below)
Notice Proper: On Monday, 09/14/2015, at 09:20am CST (10:20am EST), when you have your Case Management Conference, I shall[[**]], via Teleconference, as the Supreme Court Rules allow, appear "telephonically" before any judge sitting assigned to this case and present the attached "**Motion for leave to file *Amicus Curiae* brief,**" with supporting Exhibits and an Index of said Exhibits. Barring that, on such day and time: from today, Wed. 09 Sept 2015, until Mon. 01 Jan. 2017, as This Court deems appropriate, I shall so appear.

My appearance, if it is required (it may not be[[*_**]]) may not be in person, due to the fact that I reside in Lakeland, FL, which is too distant for me to reasonably travel from Lakeland (between Tampa & Orlando) to Cook County, IL.

[[**]] I shall, to the best of my ability, make myself available to This Court by telephone, email, and standard postal mail, and will do so, barring an Act of God or other unpreventable disaster. *See Art. II, Rule 185 (Telephone Conferences), R.Civ. Proceedings in the Trial Court, Rule 206(h)(Remote Electronic Means Depositions), etc.*

[[*_**]] While I would like to appear "in person," as is usually done in cases like this, I can not; however, many motions are considered by printed form only, so I trust that my travel handicap should not impair the wheels of justice or frustrate Due Process.

Prayer for Relief: Please review and rule on the motions even in my absence (both that described in this notice and those which I filed earlier in this case).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Paul L. Shelton
10 North Adams Street
Hinsdale, IL 60521
PH: 630-986-5555
–address per: <https://www.idfpr.com/banks/resfin/discipline/LO2009/2009-LO-26.pdf>
and: <https://www.idfpr.com/News/newsrsls/05072009SheltonOrder.pdf>
and: <https://www.idfpr.com/banks/resfin/discipline/2009/MBR-128-bandLO-26-b.pdf>
and per: http://chicago.blockshopper.com/property/09-02-422-012/10_n_adams
and: <http://www.whitepages.com/search/FindNearby?utf8=✓&street=10+N+Adams+St&where=Hinsdale,+IL>
and: <http://www.whitepages.com/name/Mike-Shelton/Hinsdale-IL/6y8pee>

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

MERS (Mortgage Electronic Registration Systems, Inc.)

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

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

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

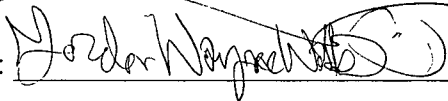
SandraT@mersinc.org – Director, Corporate Communications

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

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

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

Signature: _____



Date: _____

Wed. 9-9-2015

Gordon Wayne Watts, Amicus Curiae*

821 Alicia Road

Lakeland, FL 33801-2113

PH: (863) 688-9880

Web: www.GordonWatts.com / www.GordonWayneWatts.com

Email: Gww1210@aol.com / Gww1210@gmail.com

Date: Wednesday, 09 September 2015

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

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F I L E D
Law Div.
SEP 14 2015
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

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

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

Case No.: 2007 CH 29738

Before:
Hon. Sanjay T. Tailor,
Presiding Judge assigned –
or whichever other judge
may so preside in Law Div.

Motion for leave to file *Amicus Curiae* brief

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

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

I. Introduction

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

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

* *In Re: GORDON WAYNE WATTS (as next friend of THERESA MARIE 'TERRI' SCHIAVO)*, No. SC03-2420 (Fla. Feb.23, 2005), denied 4-3 on rehearing. (Watts got 42.7% of his panel)

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

* *In Re: JEB BUSH, GOVERNOR OF FLORIDA, ET AL. v. MICHAEL SCHIAVO, GUARDIAN: THERESA SCHIAVO*, No. SC04-925 (Fla. Oct.21, 2004), denied 7-0 on rehearing. (Bush got 0.0% of his panel before the same court) <http://www.floridasupremecourt.org/clerk/dispositions/2004/10/04-925reh.pdf>

* *Schiavo ex rel. Schindler v. Schiavo ex rel. Schiavo*, 403 F.3d 1223, 2005 WL 648897 (11th Cir. Mar.23, 2005), denied 2-1 on appeal. (Terri Schiavo's own blood family only got 33.3% of their panel on the Federal Appeals level) <http://media.ca11.uscourts.gov/opinions/pub/files/200511556.pdf>

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

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

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

II. Interests of the *Amicus*

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

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

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

IV. Argument

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

Since Daniggelis wasn't afforded a fair hearing due to failure to introduce key evidence, Watts' *Amicus Curiae* brief must invoke an “ineffective counsel” defense (as much as it is unpleasant to state against these two fine attorneys –one of whom is a personal friend of Watts).

NOTE: Since Illinois, like Florida, recognises attorneys as 'Officers of the Court' (and not *merely* private citizens), then Galic's failure was legally equivalent to a failure of the Judicial Branch, and thus Daniggelis' Due Process was denied, and no further legal argument is needed to advance an 'Ineffective Counsel' defense! (But we will anyhow. See *infra*.)

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

Cite: http://www.Illinoiscourts.gov/supremecourt/rules/art_viii/artviii_new.htm

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

“When facts are to be considered and determined in the administration of statutes, there must be provisions prescribed for due notice to interested parties as to time and place of hearings with appropriate opportunity to be heard in orderly procedure sufficient to afford due process and equal protection of the laws...”

Declaration of Rights, §§ 1,12. *McRae v. Robbins*, 9 So.2d 284, 151 Fla. 109. (Fla. 1942)

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

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

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

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

IV. Argument – A. Photocopied (forged) signature

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

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

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

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

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

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

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

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

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

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

IV. Argument – D. Missing Funds (fraud)

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

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

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

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

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

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

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

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

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

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

IV. Argument – H. Linda Green

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

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

IV. Argument – I. Civil Damages

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

IV. Argument – J. RICO

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

IV. Argument – K. Time-barred

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

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

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

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

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

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

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

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

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

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

IV. Argument – L. Conflict of Interest

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

IV. Argument – M. Res Adjudicata

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

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

IV. Argument – N. Subrogation

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

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

V. *Ante Conclusion*

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

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

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

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

VI. Conclusion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Paul L. Shelton
10 North Adams Street
Hinsdale, IL 60521
PH: 630-986-5555
-address per: <https://www.idfpr.com/banks/resfin/discipline/LO2009/2009-LO-26.pdf>
and: <https://www.idfpr.com/News/newsrsls/05072009SheltonOrder.pdf>
and: <https://www.idfpr.com/banks/resfin/discipline/2009/MBR-128-bandLO-26-b.pdf>
and per: http://chicago.blockshopper.com/property/09-02-422-012/10_n_adams
and: [http://www.whitepages.com/search/FindNearby?
utf8=✓&street=10+N+Adams+St&where=Hinsdale,+IL](http://www.whitepages.com/search/FindNearby?utf8=✓&street=10+N+Adams+St&where=Hinsdale,+IL)
and: <http://www.whitepages.com/name/Mike-Shelton/Hinsdale-IL/6y8pee>

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

MERS (Mortgage Electronic Registration Systems, Inc.)

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

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

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

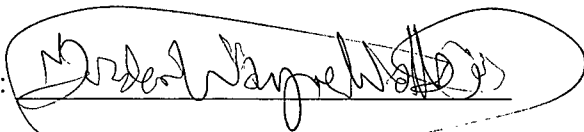
SandraT@mersinc.org – Director, Corporate Communications

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

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

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

Signature:



Date: Wed. 9-9-2015

Gordon Wayne Watts, *Amicus Curiae**

821 Alicia Road

Lakeland, FL 33801-2113

PH: (863) 688-9880

Web: www.GordonWatts.com / www.GordonWayneWatts.com

Email: Gww1210@aol.com / Gww1210@gmail.com

Date: Wednesday, 09 September 2015

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

INDEX TO THE EXHIBITS

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

Instrument

Docket/Tab#

May 09, 2006 Warranty Deed

Exhibit Watts-A

July 09, 2006 Warranty Deed

Exhibit Watts-B

Cook County Recorder of Deeds screenshot

Exhibit Watts-C

Assignment of Rents to Wm & Linda Gerould

Exhibit Watts-D

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

Exhibit Watts-E

“Limited Power Of Attorney” (but not notarised)

Exhibit Watts-F

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

Exhibit Watts-G

This Instrument prepared by
(and after recording return to)

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

MAY 9?

WARRANTY DEED
Individual to Individual

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

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

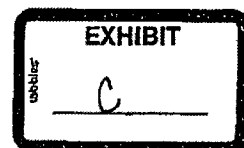
CKA: 1720 North Sedgwick Street Chicago, Illinois 60614
PIN#: 14-33-324-044-0000

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

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

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

Richard Daniggelis
RICHARD DANIGGELIS



MAIL TO

This Instrument prepared by
(and after recording return)



Doc#: 0822826137 Fee: \$26.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/16/2006 12:28 PM Pg: 1 of 2

W. N. Ledalle greene
Suite 825
Chicago, IL 60602
312-848-4243

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

STEWART 4/6918 3/4

WARRANTY DEED
Individual to Individual

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

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

2/4



COOK COUNTY RECORDER OF DEEDS

Property Identification Number (PIN):
 - - - -

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

Select All | Invert Selection | Purchase Results Summary | Add to Cart | View: 20/P age 50/P age 100/P age

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

View Details

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

51249360.01

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

92290258
92290258

ASSIGNMENT OF RENTS

FILE

ImageViewer - Mozilla Firefox



512493608



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A

JAN 23 1992 THU 14:59 0

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT LINDA D. GEROULD OF THE CITY OF Cincinnati, COUNTY OF Hamilton, STATE OF OHIO, has made, constituted and appointed, and BY THESE PRESENT does make, constitute and appoint, WILLIAM GEROULD, her husband, of the city of Cincinnati, County of Hamilton, State of Ohio a true and lawful ATTORNEY-IN-FACT for her and in her name, place and stead, without consultation or the consent of others, to sign all papers and do all acts that in his judgement are necessary or appropriate to complete the purchases and financing of the real property located at 170 North Sedgwick, Chicago, Illinois, County of Cook, legally described:

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

Other Acts (if any) _____

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

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

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

Richard Daniggelis
RICHARD DANIGGELIS

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

Subscribed and Sworn before me this _____ day of _____, 2006.

Notary public



Limited Power Of Attorney
For Real Estate Transaction

KNOW ALL MEN BY THESE PRESENTS:

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

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

THE EAST 68 FEET OF LOT 8 IN C. J. HULLS SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 49 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CKA: 1720 North Sedgwick Street, Chicago, Illinois 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.

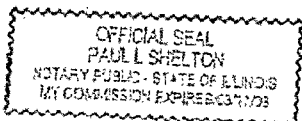
IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of May, 2005 in the County of Du Page, Illinois;

Richard Daniggelis
RICHARD DANIGGELIS

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

Subscribed and Sworn before me this 19th day of May, 2005.

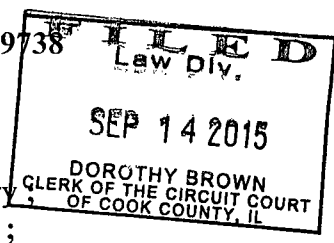
Paul L. Shelton
Notary public



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

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

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



3321

**Time-Sensitive Judicial Notice of Adjudicative Facts – in semi-Emergency Fashion by
OVERNIGHT FedEx**

I hereby bring to This Honourable Court certain Adjudicative Facts of record with regard to the above-styled case—and in semi-Emergency fashion. To that end, while true emergencies are rare, this Notice shall state the basis for the party’s claim of several genuine *semi-emergency* situations—and shall demonstrate that these situations were not reasonably foreseeable –and could lead to irreparable harm if relief is not obtained prior to the time that the motion can be heard on the Court’s regular motion call. **Short Description:**

- **##1** Defendant, Richard B. Daniggelis, an elderly 76-year-old man, is homeless as a result of the eviction in this cause, and is reported to be living on the street.
- **##2** While This Court received & docketed the Affidavit, Notice of Motion, Motion, Amicus brief, & Exhibits of Gordon Wayne Watts, as reflected on docket, Activity Date: 8/10/2015 (in the Chancery sister case), the Motion to Supplement the Record on Appeal, which This Court received and signed for, on Aug. 20, 2015, is documented to be **“Lost and Missing,”** making an already difficult situation even worse. [See Exhibits to verify]
- **##3** The need to supplement the record on appeal –in the 2 sister cases to the above-styled case –was due to a delay of over one-year in This Court's grant of a Public Record's Request, thereby delaying the ability to file an intelligible Motion on that head.
- **##4** There is a small docketing nomenclature anomaly; see *infra*.
- **##5** A new situation has arisen: Attorney Joseph Younes (co-defendant in 2007-CH-29737, *GMAC v. Daniggelis*, sister cases in Chancery and Law –and plaintiff in 2014-M1-701473, *Younes v. Daniggelis* a related case in the Civil Division) is documented to have begun illegal construction and/or demolition activities against the property which is the subject-matter of this litigation, namely 1720 N. Sedgwick St., Old Towne District, Chicago, IL 60614—which would moot any appeal pending.
- **##6** On Mon. 17 Aug. 2015, The Appellate court dismissed Daniggelis' appeal, due to negligence on the part of his attorney, returning jurisdiction on the merits to **This Court.**

Under Rule 201(c)(2), Fed.R.Civ.P., The Court must take judicial notice if a party requests it and the court is supplied with the necessary information. While Dual Federalism may possibly preclude the Supremacy Clause from applying this Federal Rule to This (State) Court, nonetheless, it is still a good guideline, and, to that end, I shall do my best to provide This Honourable Court the necessary information to make it's job as easy as reasonably possible.

- **{{#1}}** Defendant, Richard B. Daniggelis, an elderly 76-year-old man, is homeless as a result of the eviction in this cause, and is reported to be living on the street.

While I don't know the particulars, I do know what Daniggelis told me. Since I later verified his claims of a duplicate signature were correct, after a Public Records request of This Court showed that the signatures on the May 09, 2006 & July 09, 2006 Warranty Deeds were ****IDENTICAL**** (an impossibility for a mere mortal to sign his name the exact same twice in a row =equals= a photocopies signature, e.g., a forgery fraud), then Daniggelis' reputation for honest gained credibility. Therefore, his claims about having to live on the street (or, occasionally, in a rental moving van when he might afford it) are accepted as fact. However, I'm hesitant to declare a "genuine" (or "total") Emergency since I don't know if living on the streets in Chicago is an immediate/certain threat to his life. But, as we all know that homelessness is immediately correlated with risks, threats, & jeopardy to one's health, I'd be remiss in my moral (and legal) duties to remain silent on this head. Matters that have become urgent by reason of a party's failure to seek timely relief do not constitute emergencies; however, it was my understanding that This Court was aware of the fact that Daniggelis was elderly & homeless (as his attorney is reported to have warned a judge in open court that he might become homeless). But, seeing that my filings on the 10th of August weren't acted upon with speed (even tho I gave conclusive evidence of the fraud alleged), I infer that This Court wasn't aware of this exigency; so, to that end, I'm giving you notice. **I have spoken: If harm befalls him because of his homelessness, his blood is not on my hands.**

If, however, This Court wishes to *verify or refute* my claims, one may go and look-see to this end: I have it on information that on some days, Daniggelis is seen exercising his First Amendment Rights of Peaceable Assembly, sitting in his wheelchair, protesting on the public sidewalk in front of his home, which, I argue in my brief, was taken illegally, him having received no consideration (payment), and having lost several hundreds of thousands of dollars of equity in his house, in his attempts to seek legal help to get a loan mod (refinancing modification).

Oh, I almost forgot, but there is one more way to verify this strong claim *supra*: While Mr. Daniggelis has made it clear in no uncertain terms that his cell phone number is to be kept private (thereby precluding me including his number in this filing, which I must serve upon all parties), This Court—if it wishes to verify my strong claims here—may call to **the office of Atty. Tina Schillaci, Esq., a staff attorney at the IL First Appellate Court**, and speak with Ms. Schillaci's law clerks, Patty or Maria, who can verify that Mr. Daniggelis and I spoke with each of them, at which time Daniggelis not only gave them his private cell (should it be needed under Subpoena or Discovery), but also they may verify that Daniggelis told them that he was indeed homeless as I allege he said. *Explanation:* While I was satisfied with Atty. Schillaci's reassurance that she was forwarding my pleadings to the appellate justices in both appeals panels, nonetheless, Daniggelis was desperate and requested that I patch him in via 3-way—which I did—in his attempt to speak with Atty. Schillaci and convince her to ask the Appeals Court to grant him relief and "seriously" review my *Amicus* brief & my request for that court to supplement the record on appeal. Ms. Schillaci's office may be reached at **(312) 793-6199**, and both Patty and Maria can verify my claims—and Atty. Schillaci surely got their message *and can verify as well*.

- {{#2}} While This Court received and docketed the Affidavit, Notice of Motion, Motion, Amicus brief, and Exhibits of Gordon Wayne Watts, as reflected on docket, Activity Date: 8/10/2015, the Motion to Supplement the Record on Appeal, which This Court received and signed for, on Aug. 20, 2015, is documented to be “Lost and Missing,” making an already difficult situation even worse. *[See Exhibits to verify]*

Please take judicial notice of both FedEx delivery receipts in the listed Exhibits herein: As you will notice, on Aug 07, 2015, FedEx documents that an “M.Smith” signed for and received my filings, addressed to Dorothy Brown, Clerk of the Circuit Court, 50 West Washigton [sic] Street Richard J. Daley Center, Room 1001, Chicago, IL 60602 US.” These items appear on docket, and took only a few extra days to be processed (being dated Aug 10, 2015). So, when I needed to ask Your Court to supplement the Record on Appeal, in the 2 sister cases (in Chancery and Civil), I sent it to the same exact address, and it was signed for and received by the same person (name and signatures same), but even tho it be received way back on the 20th of Aug, 2015, it is (at last check) still not on docket. Those clerks in the CHANCERY DIVISION never got my filings, nor did they appear on docket. Moreover, after speaking with Emma Burse, the mail-room supervisor, she put me in touch with a 'Craig' in the 'Motions' Department of the CIVIL DIVISION where I filed a similar request to supplement the record on appeal with my filings.

All FedEx and USPS receipts to all parties –for both dates can be found in these public folders:

<http://GordonWatts.com/MortgageFraud-Court-Filings/>

and:

<http://GordonWayneWatts.com/MortgageFraud-Court-Filings/>

Since I served all the parties, I will probably forgo service on them of what I already filed, but, in accord with the rules of This Court, I shall endeavor to serve ALL parties copies of any new filing (such as this judicial notice). (One exception may be that since all of Paul Shelton's mail to the 1010 Jorie Blvd and 700 E. Ogden Ave addresses was returned as undeliverable, I will probably try to serve him copies of what he should have gotten last time, if I can locate current mailing addresses listed in either his reply to the IL Atty. Registration & Disciplinary Commission and/or the IL Dept. of Financial & Professional Regulation disbarment notice.) ***** Please take judicial notice of the fact that This Court lost my mail, through no fault of my own, thereby delaying this time-sensitive case. ***** (I would hope that, based on all these points, *supra* and *infra*, that This Court would, *sua sponte*, expedite review of my *Amicus* and the attached documentation which I am filing Instanter, in the case at bar, thereby obviating the need for me to file a motion and notice of motion –extra paperwork I wish to avoid.) Craig said that he spoke with supervisor(s), and that they told him that, since they could not find my filings, that the only solution available was for me to re-file them, sending them directly to him (and not to Dorothy Brown), so, to that end, I am re-filing that which This Court lost –and filing *de novo* in the Law Division. (I kept file copies in case this became necessary.)

While this Law Division case is *not* being appealed, I owe it to This Court to afford it Judicial Notice of these exigent circumstances in this time-sensitive matter regarding the lost mail I sent This Court in my motion to supplement the record in these 2 sister cases.

- **{{#3}}** The need to supplement the record on appeal was due to a delay of over one-year in This Court's grant of a Public Record's Request, thereby delaying the ability to file an intelligible Motion on that head.

As I document in my motions to supplement the record on appeal in the sister cases (2007-CH-29738 in Chancery and 2014-M1-701473 in Civil), This Court took OVER A YEAR to grant a simple Public Records Request for basic case-file documentation, which is why I couldn't file my *Amicus Curiae* brief in a timely fashion, meaning it was filed after the Notice of Appeal, and thereby didn't automatically go into the Record on Appeal.

Let me add that I do not blame the clerks involved (for either the delay in #3, here, or for losing my filings in #2, *supra*). I am fully aware that This Court is short-staffed—and overwhelmed with its caseload—due to obvious budget shortfalls that resulted from VERY UNWISE actions by State and Federal Lawmakers in regards to “cops & courts” budgeting—which was not your fault.

{{BONUS POINT}} I already argue in my *Amicus* brief that both attorneys Andjelko Galic and Benji Philips did a poor job in some overlooking key points—which I was able to raise. While The Court, itself, was not at fault here, it is a fact that Illinois, like Florida, recognises attorneys as 'Officers of the Court' (and not *merely* private citizens), meaning Galic's and Philips' failures were legally equivalent to a failure of the Judicial Branch, and thus Daniggelis' Due Process was denied, and no further legal argument is needed to advance an 'Ineffective Counsel' defense:

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

Cite: http://www.Illinoiscourts.gov/supremecourt/rules/art_viii/artviii_new.htm

This, of course, implicates Fundamental Due Process.

While I couldn't honestly say that this situation (Ineffective Counsel) was not reasonably foreseeable at *this* point in time, when I mentioned it in my initial *Amicus* brief, it **was** indeed “not reasonably foreseeable,” and thus appropriate to put in the *Amicus* that I previously submitted. So, while I already did mention this point (Ineffective Counsel) in my *Amicus Curiae* brief, nonetheless, it is appropriate to tie it in to points #2 and #3 *supra* since this “Bonus Point” is – technically – **yet another failure of the Judicial Branch**—insofar as “A lawyer, as a member of the legal profession, is a representative of clients, **an officer of the legal system.**”

- **{{#4}}** There is a small docketing nomenclature anomaly; see *infra*.

This is no an 'emergency' situation, as are most or all of the others, but it is indeed a matter in the which it was indeed “not reasonably foreseeable,” and thus I shall address it to clarify: If you look at the court's docket in 2007-CH-29738, *GMAC v. Daniggelis* (the one in Chancery, not the identical case number in the Law Division), you will see my filings on 8/10/2015 as reflecting “Attorney: PRO SE” and “Participant: NON RECORD CLAIMANTS”; however, if you look at

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the docket in 2014-M1-701473, *Younes v. Daniggelis* in the Civil Division, you will see my filing listed as “Participant: DANIGGELIS RICHARD” with the filer called “Attorney: PRO SE.”

I am giving This Court judicial notice that BOTH ENTRIES are correct. *Explanation:*

While I didn't explicitly state so in any of my filings to the trial court, I did tell the clerks in Chancery that I was having trouble e-filing, and that it not only had no selection for “Amicus,” but that it wouldn't even let me file as an unnamed heir / legatee, which was indeed one or two of their selections. I wasn't trying to ask for “unnamed heir / legatee” status—only *Amicus* status, but I told the clerks that I ***did indeed*** qualify as an unnamed heir / legatee: The defendant, a friend of mine, promised, if he was able, to give me an unspecified amount of assistance for the advancement of certain shared causes and beliefs. **Whether or not** Mr. Daniggelis is able to pay me anything (I am not seeking any payment from him—but will gladly accept a donation from anyone at this time, as I am very deeply “under water” financially), his offer *de facto* constitutes a legacy and perforce makes me an unnamed heir / legatee and, therefore, also an interested party.

So, the bottom line is this: My difficulties with the e-filing system in the trial court forced me to try to file as an unnamed heir / legatee (i.e. a non-record claimant), and even though that didn't work, I still qualified and was so named in the docket entry in Chancery. (But, of court, the Civil Court docket was also correct: I am indeed a “pro se,” non-lawyer who filed with Mr. Daniggelis as the key “participant.”)

- **{{#5}} A new situation has arisen: Attorney Joseph Younes (co-defendant in 2007-CH-29737, *GMAC v. Daniggelis*, and plaintiff in 2014-M1-701473, *Younes v. Daniggelis*) is documented to have begun illegal construction and/or demolition activities against the property which is the subject-matter of this litigation, namely 1720 N. Sedgwick St., Old Towne District, Chicago, IL 60614—which would moot any appeal pending.**

This last new development is indeed, at the very least, a *semi-emergency* situation—and I shall demonstrate that this situation, too, was not reasonably foreseeable –and could lead to irreparable harm if relief is not obtained prior to the time that the motion can be heard on the Court's regular motion call.

Looking at the Exhibits herein, we see proof to verify this claim: After I heard reports from Daniggelis of a possible attempt by Younes to destroy the house (and thus “moot” the appeal), I made contact with a professional photographer in Chicago, and he took photos documenting a Stop Work order by City Code, which I am sure would not be necessary had no illegal demolition or construction been going on. I am not accusing Younes of anything intentional or malicious, **but it is what it is**, and I document my strong claims. It doesn't take a rocket Scientist or a Supreme Court Justice to understand the legal implications here: Younes' attempts to conduct illegal demolition or construction are likely –whether intentional or not –to destroy the house, and thus render ***any*** court action “moot.”

- **{{#6}}** On Mon. 17 Aug. 2015, The Appellate court dismissed Daniggelis' appeal, due to negligence on the part of his attorney, returning jurisdiction on the merits to This Court.

Looking at the Electronic Docket for This Honourable Court, I can see that the This Court didn't get the note that the appeal was dismissed, and so—as I am morally obligated (and legally permitted), I am giving Judicial Notice of *these* Adjudicative Facts to the effect that This Court now has “subject matter” jurisdiction, once again — *to wit*:

In GMAC v. Daniggelis (2007-CH-29738 – the sister case in the Chancery Division), Atty. Andjelko Galic, representing Defendant, Richard B. Daniggelis, filed a Notice of Appeal on 05/6/2015 and made a “REQUEST FOR PREPARATION OF RECORD” on 07/14/2015, and that case is on appeal in your court in NO. 1-14-2751. The Record on Appeal in NO. 1-14-2751 was due on July 08, 2015, and is LONG OVERDUE, and there are no Motions for Extension of Time, nor any similar orders granting an extension.

In Younes v. Daniggelis (2014-M1-701473 – in the Civil Division), Atty. Andjelko Galic, representing Defendant, Richard B. Daniggelis, filed a Notice of Appeal on 02/26/2015 and made a “REQUEST FOR PREPARATION OF RECORD” on 04/21/2015, and that case is on appeal in your court in NO. 1-15-0662. The Record on Appeal in NO. 1-15-0662 was due on April 30, 2015, and is LONG OVERDUE, and there are no Motions for Extension of Time, nor any similar orders granting an extension.

Additionally, Atty. Galic has missed several court dates in the trial court **–and was late filing a Notice of Appeal in one case above:** Galic made a late appeal to the First Appellate Court, which was denied, but appealed to the Illinois Supreme Court, which, on 03/25/2015, entered the following order: “In the exercise of this Court's supervisory authority, the Appellate Court, First District, is directed to vacate its order in GMAC Mortgage, LLC v. Daniggelis, case No. 1-14-2751 (09/24/14), denying Richard Daniggelis leave to file a late notice of appeal. The appellate court is instructed to allow Richard Daniggelis to file a late notice of appeal and hear the case.” (27 N.E.3d 610 (2015) This case is pending before your appeals court in case #:1-14-2751.

Since my earlier affidavit in the sister cases, I was informed by the First Appellate Court that one of the appeals, 1-15-0662, Younes v. Daniggelis, was *indeed* dismissed on Monday, 17 August 2015, for want of prosecution, as I had feared. That case is still in grave jeopardy as I speak –and pending on motion for reinstatement by Daniggelis' attorney of record, Mr. Galic. My request to intervene as both an *Amicus Curiae* and also an interested party (non-record claimant prospective / heir-legatee), was time-stamped earlier than the dismissal, and my motions are *also* being reviewed; however my motions, being *nunc pro tunc*, due to the time-stamp, as guaranteed by Illinois Supreme Court Rule 373 (Date of Filing Papers in Reviewing Court; Certificate or Affidavit of Mailing) are timely, and not late as with Mr. Galic's filings: I FedEx'ed and signed it the day before it was dismissed, which invoked **R.373**, and made my filings timely, even though it arrived in court after the dismissal: the travel-time was less than 3-days, thus triggered **R.373**.

Thus, in Younes v. Daniggelis, This Court now has subject matter jurisdiction once again (and in GMAC v. Daniggelis in Chancery, it looks like it will again get jurisdiction), and I look forward to a “fair fight” in my quest to get all the evidence fairly reviewed—and get justice.

Conclusion: Points #2, #3, and the 'Bonus Point' are documentation of huge failures of the Judicial System, which unnecessarily delay justice. (Justice delayed = equals = justice denied.) Points #1 and #5 demonstrate clear jeopardy to life, limb, and/or property, which must be addressed.

Lastly, on April 20, 2007, Daniggelis executed a “Fraudulent Document Notice” to **both** the Cook County Recorder's office (doc number: 0711039132, on 4/20/2007) **and** to the trial court (exhibit 'F' of the July 30, 2008 filing by Atty. Benji Philips, in 2007-CH-29738, in Chancery) that the July 09, 2006 Warranty Deed (doc no: 0622826137 at the Recorder's Office, on 8/16/2006) was a forgery. Since he regularly complained to both the cops and the courts, even putting it “on record,” then the police, sheriff, courts system, state attorney's office, AND the attorney general's office should have had official notice of this and questioned Daniggelis for details so that this felony forgery fraud (by photocopying a signature) could be investigated and prosecuted. **That is wasn't investigated in a timely fashion might result in the Statutes of Limitations running out for forgery, perjury, or other such criminal felonies.** However, “Delay in the prosecution of a suit is sufficiently excused, where occasioned solely by the official negligence of the referee, without contributory negligence of the plaintiff, especially where no steps were taken by defendant to expedite the case.” *Robertson v. Wilson*, 51 So. 849, 59 Fla. 400, 138 Am.St.Rep. 128. (Fla. 1910) Moreover, “When facts are to be considered and determined in the administration of statutes, there must be provisions prescribed for due notice to interested parties as to time and place of hearings with appropriate opportunity to be heard in orderly procedure sufficient to afford due process and equal protection of the laws...” *Declaration of Rights, §§ 1.12. McRae v. Robbins*, 9 So.2d 284, 151 Fla. 109. (Fla. 1942)

While this is Florida case law (where I am more familiar), I am sure that any good lawyer could find Illinois state law to support this. – In fact, *EEOC v. Indiana Bell*, 256 F.3d 516 (2001), allows for excusable delay in filing, prosecution, etc., and as this is a Federal case, the Supremacy Clause would probably control on this point of law, if Illinois State Law is silent. (And, any judge or justice who was truly seeking Due Process and Equal Protection, would find this to be Constitutionally sound case law—and allow Daniggelis to avoid being penalised or lose his house simply because the cops, courts, and state attorney's office kept “passing the buck” back and forth until the clock ran out. Of course, since cops, courts, and SAO refused to act when they could, this is legally equivalent to fraudulent concealment. **In addition, there indeed is Illinois state law in favour of equitable tolling for Daniggelis, should he need it:** Equitable tolling of a statute of limitations is appropriate if the plaintiff has been prevented from asserting his or her rights in some extraordinary way. (Daniggelis, whose has counter-claims of fraud, would be a plaintiff here, and thus this controls.) *Ciers v. O.L. Schmidt Barge Lines, Inc.*, 285 Ill.App.3d 1046, 1052, 221 Ill.Dec. 303, 675 N.E.2d 210 (1996). Thus, even *if* Statutes of Limitations is used to bar Daniggelis' claims on this head (and it may not), here is case law to grant justice & prevent his house from outright being stolen in this mortgage fraud.

Thus, while this Judicial Notice of Adjudicative Facts is not a motion, in & of itself, nonetheless, I anticipate This Court will be honest & fairly review the affidavit statements of fact, arguments at law, & documentation to verify—and grant in the affirmative the motions to stay enforcement, review my *Amicus*, **and, of course, give Daniggelis' house back to him.**

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

The undersigned, hereby certifies under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above Judicial Notice of Adjudicative Facts – in *semi*-Emergency Fashion and all attached pleadings were delivered to the following parties as indicated:

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

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

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

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

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

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

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

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

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

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

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

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

Perry Perelman (Atty no: 57398) (PPerelman@PerelmanDorf.com) (Atty. for Joseph Younes)
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2059 W. Chicago Ave., Chicago, IL 60622, PH: (312) 888-9608 / FAX: +1-312-674-7644

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Email is thought to be: RoJoe69@yahoo.com per <http://www.ZoomInfo.com/p/Joseph-Younes/599467626>

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

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

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-address per: <https://www.idfpr.com/banks/resfin/discipline/LO2009/2009-LO-26.pdf>
and: <https://www.idfpr.com/News/newsrsls/05072009SheltonOrder.pdf>
and: <https://www.idfpr.com/banks/resfin/discipline/2009/MBR-128-bandLO-26-b.pdf>
and per: http://chicago.blockshopper.com/property/09-02-422-012/10_n_adams
and: <http://www.whitepages.com/search/FindNearby?utf8=✓&street=10+N+Adams+St&where=Hinsdale,+IL>
and: <http://www.whitepages.com/name/Mike-Shelton/Hinsdale-IL/6y8peee>

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

MERS (Mortgage Electronic Registration Systems, Inc.)

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

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

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

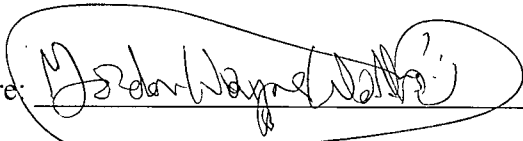
SandraT@mersinc.org – Director, Corporate Communications

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

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

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

Signature: _____



Date: Wed. Sept. 09, 2015

Gordon Wayne Watts, Amicus Curiae*

821 Alicia Road

Lakeland, FL 33801-2113

PH: (863) 688-9880

Web: www.GordonWatts.com / www.GordonWayneWatts.com

Email: Gww1210@aol.com / Gww1210@gmail.com

Date: Wednesday, 09 September 2015

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

INDEX TO THE EXHIBITS

<u>Instrument</u>	<u>Docket/Tab#</u>
FedEx Proof of Delivery to This Court: Aug 07, 2015	Exhibit-A
FedEx Proof of Delivery to This Court: Aug 20, 2015	Exhibit-B
Chancery Docket (zoom view)	Exhibit-C
Civil Docket (zoom view)	Exhibit-D
Richard Daniggelis' house: 1720 N. Sedgwick St., Chicago, IL 60614 (pan view)	Exhibit-E
Richard Daniggelis' house ('Stop Work Order' sign: pan view)	Exhibit-F
Richard Daniggelis' house ('Stop Work Order' sign: zoom view)	Exhibit-G



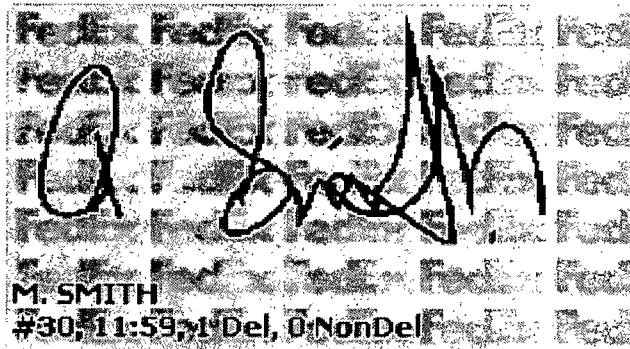
August 31, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number 781089955899.

Delivery Information:

Status:	Delivered	Delivery location:	50 W WASHINGTON ST Chicago, IL 60602
Signed for by:	MSMITH	Delivery date:	Aug 7, 2015 12:00
Service type:	FedEx Ground		
Special Handling:			



Shipping Information:

Tracking number:	781089955899	Ship date:	Aug 4, 2015
		Weight:	1.7 lbs/0.8 kg

Recipient:
Dorothy Brown
Clerk of the Circuit Court
50 West Washigton Street
Richard J. Daley Center, Room 1001
Chicago, IL 60602 US

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

Thank you for choosing FedEx.



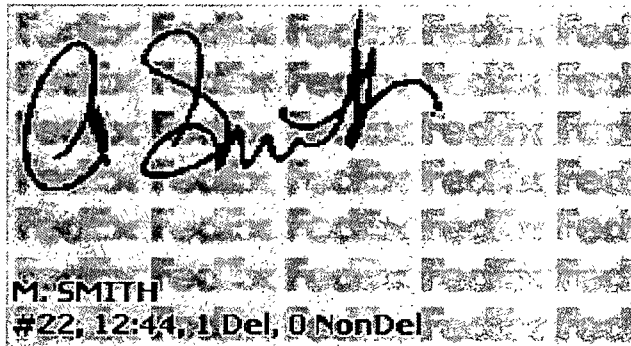
August 26, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number 781161203804.

Delivery Information:

Status:	Delivered	Delivery location:	50 W WASHINGTON ST COMPTROLLER'S OFFICE Chicago, IL 60602
Signed for by:	MSMITH	Delivery date:	Aug 20, 2015 12:46
Service type:	FedEx Ground		
Special Handling:			



Shipping Information:

Tracking number:	781161203804	Ship date:	Aug 17, 2015
		Weight:	1.0 lbs/0.5 kg

Recipient:
Dorothy Brown
Clerk of the Circuit Court
50 West Washington Street
Richard J Daley Ctr, Room 1001
Chicago, IL 60602 US

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

Thank you for choosing FedEx.

Case Information Summary for Case Number
2007-CH-29738

Case Type:

w3.courtlink.lexisnexis.com/cookcounty/Finddock.asp?DocketKey=CAAH0CH0CJHD10CH



Search

Activity Date: 8/10/2015

NOTICE OF MOTION FILED

Attorney: PRO SE

Activity Date: 8/10/2015

MOTION FILED

Attorney: PRO SE

Activity Date: 8/21/2015

NOTICE OF MOTION FILED

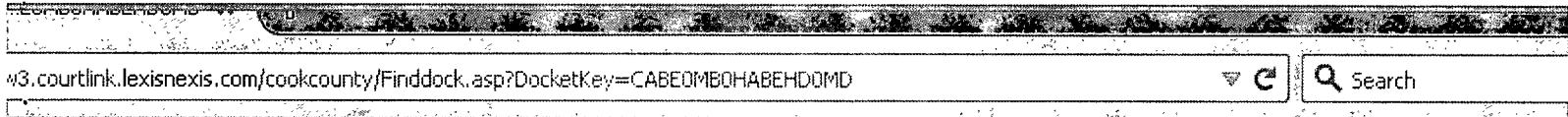
Attorney: GALIC ANDJELKO

Activity Date: 8/21/2015

NOTICE OF MOTION FILED

Case Information Summary for Case Number
2014-MI-701473

Case Type: FORCIBLE ENTRY AND DETAINER



Date: 7/2/2015

Court Time: 0930

Court Room: 1302

Judge: SHEAHAN, PATRIC



ANSWER/RESPONSE/REPLY

Attorney: GALIC ANDJELKO



EXTEND JUDGMENT - ALLOWED

Date: 9/30/2015

Judge: ROSARIO, DIANA



MOTION FILED

Attorney: PRO SE

Richard Daniggelis' house: 1720 N. Sedgwick St., Chicago, IL 60614 (pan view) Exhibit-E
[[Photo credits for Exhibits E, F, and G, *infra*: Mr. Lorenz Joseph (LenzVideo@yahoo.com), professional photographer, Chicago, IL, USA]]



Richard Daniggelis' house ('Stop Work Order' sign: pan view)

Exhibit-F

