

B-12 (FOIA 07/01/2016: FOIA Request from First Appellate Court, IL, acknowledging \$76.25 in fees)

via USPS - 7-1-16 (C. J. W.)  
7015-1730-0001 - 2318-4603

Ret Receipt  
9590-9403-0734-5196123868

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

Hon. Tina M. Schillaci, Esq., Law Clerk / Staff Appellate Attorney, (312) 793-6199  
c/o 1st District Appellate Court, Clerk's Office  
160 North LaSalle St., Chicago, IL 60601-3130  
(312) 793-5484, Office Hours: 8:30am - 4:30pm (CST)

House Copy

Re: GMAC Mortgage, LLC v. Richard B. Daniggelis, et al.  
Case No: 1-14-2751  
Atty. Joseph Younes, Esq. v. Richard B. Daniggelis, et al.  
Case No: 1-15-0662

Friday, 01 July 2016  
Axiom Bank  
Money Order # 41742051

Dear Attorney Schillaci:

Bank Act #  
2001653548

07/01/2016  
Act # 28175000 + \$ 76.25

Thank you for speaking with me last Friday morning (Fri. 24 June 2016) and this past Tuesday evening (Tue. 28 June 2016), and giving me the proper protocol and procedures for making a records request of court filings in your court with regard to the two court cases cited above. I am sorry that I am somewhat slow to respond, but I have been busy with many things recently.

According to my recollection and notes, it would appear that you told me that the entire file in 1-14-2751 contained 172 pages, which, at \$0.25/page, would cost me \$43.00 even, and that 1-15-0662 contained 133 pages, which would cost me \$33.25, for a sum total of \$76.25, and that your court only accepted payment by cash, check, or money order, payable to "Clerk of the Appellate Court" (but had not yet set up payment by credit card or bank account electronic draft), and, also, that your court did not prefer to deal in case for obvious reasons of security and documentation of the currency. - You also said that if I were short, you could not advance credit, and would require payment in advance. - Moreover, my notes reflect that if the opposite was the case (overpayment), you warned and cautioned me that your court could not issue any refund of excess payment, not even were I to include cash currency as part of all of the payment method, as your court's policy also prohibited sending cash by mail as well.

Because of that, I must get the payment amount "exact" or else risk over-payment (with no avenue or means for giving me change back for overpayment) or under-payment (where I can't get all the records I seek). For that reason, I made a call to your court to ascertain & determine whether any new filings or court orders had been entered into the record on appeal in either of the 2 above-captioned cases. After several unsuccessful tries (one time, a clerk said a motion was due on a certain date, but never answered my question about one case, and then hung up before I could inquire about the other case - meaning, she never answered me at all!), I finally determined that nothing new had been entered in either of these 2 cases since we spoke last week.

I wish you the best in getting your court set up for electronic payment (of "records request" fees) by Credit Card; electronic release of records (by email in PDF or image format in email attachments, like the trial courts currently do); and online dockets (preferably with click-to-see of an image of the docket entry, but at least a docket of the entries, like the trial courts currently provide the public).

Please find, enclosed a money order for \$76.25 for the file in both cases.

7015-1730-0001 -

2318-4603  
With kind Regards, I am, Sincerely,

*(Signature)*  
Gordon Wayne Watts

USPS 07-01-2016 (Friday)

Bank Act #  
2001653548  
Money Order Act # 28175000 (Bank)  
Money Order # 41742051  
07-01-2016 for \$ 76.25

Ret Receipt. 9590-9403-0734-5196123868



B-13 (FOIA 07/01/2016: FOIA costs: \$76.25 money order; \$6.47 mailing; \$3.95 lunch break)

(Gordon Watts/Not) Money Order 07/01/2016  
 MONEY ORDER Friday \*\$ 76.25  
 Gordon Watts 41742051  
 CUSTOMER COPY

Purchaser's Name	MO No.	Date	Check Amount
Gordon Watts	41742051	07/01/2016	*****\$76.25
Memo	Account Number	Transaction Description	
1-H-2751 & 1-K-0662	28175000		

(Cont Record)  
 Brk Ad # - 2001653548

28175000

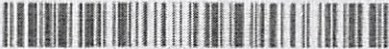
CASH (not from bank account)

NON-NEGOTIABLE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: Hon. Hon. Tim M. Schiller, Esq.  
 c/o 1st District Appellate Court  
 CLERK'S OFFICE  
 160 North LaSalle Street  
 Chicago, IL 60601-3130



9590 9403 0734 5196 1238 68

2. Article Number (Transfer from previous mail)  
 15 1730 0001 2318 4603

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Insured Mail
  - Insured Mail Restricted Delivery (over \$500)
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

Kitcher

Jaquan  
 WU139  
 Check: 10040

07/01/2016  
 1:13 PM

#1065 863-603-9224

- 1 Ame Jean LhzBgr
- 1 Banana - SM

TOTAL: \$3.95

Makeup

7015 1730 0001 2318 4603

U.S. Postal Service™  
 CERTIFIED MAIL® RECEIPT  
 Domestic Mail Only

For delivery information, visit our website at www.usps.com™.  
 CHICAGO, IL 60601

Domestic Mail Fee	\$3.30
Extra Services & Fees (check box, add fee)	\$2.70
Postage	\$0.47
Total Postage and Fees	\$6.47



160 North LaSalle Street  
 Chicago, IL 60601-3130

PS Form 3800, April 2015 PSN 7530-02-000-1041 See Reverse for Instructions

TIGHT - SEE REVERSE FOR DETAILS. FREE SANDWICH - SEE REVERSE FOR DETAILS. FREE SANDWICH - SEE REVERSE FOR DETAILS. FREE SANDWICH - SEE



**B-14 (FOIA replies of 06/03/2016 and 04/07/2017 from City of Chicago, Building Dept. Cost: TIME)**

5/16/2017

Re: \*Public Records request: BUILDING Dept - City of Chicago\*

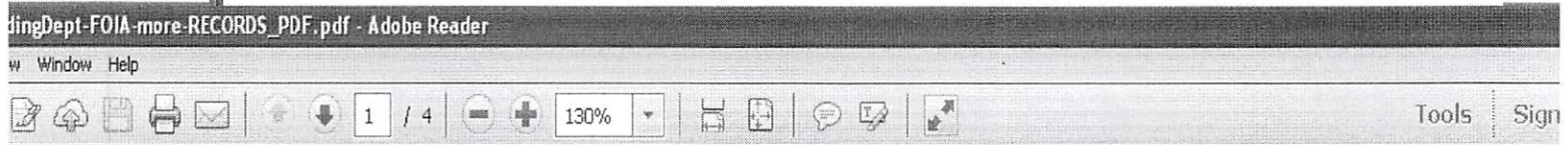
From: DOBFOIA <DOBFOIA@cityofchicago.org>  
To: Gww1210 <Gww1210@aol.com>  
Subject: Re: \*Public Records request: BUILDING Dept - City of Chicago\*  
Date: Fri, Jun 3, 2016 9:41 am  
Attachments: 1720\_N\_Sedgwick.pdf (266K)

Mr. Watts:

The records you requested are attached.

Sincerely,

C. Lynch  
City of Chicago, Dept. of Buildings



5/16/2017

Re: \*Public Records request: BUILDING Dept - City of Chicago\*

From: DOBFOIA <DOBFOIA@cityofchicago.org>  
To: gww1210 <gww1210@aol.com>  
Subject: Re: \*Public Records request: BUILDING Dept - City of Chicago\*  
Date: Fri, Apr 7, 2017 4:59 pm  
Attachments: 1720\_N\_Sedgwick1.pdf (17K), 1720\_N\_Sedgwick.pdf (17K)

Mr. Watts:

Regarding your question as to whether there were any photos taken of the Stop Work Orders for 1720 N. Sedgwick, I have attached the latest records I have for this address.

Sincerely,

C. Lynch  
City of Chicago, Dept. of Buildings

From: [gww1210@aol.com](mailto:gww1210@aol.com) <[gww1210@aol.com](mailto:gww1210@aol.com)>  
Sent: Friday, March 31, 2017 12:44:59 PM  
To: DOBFOIA; DOB-info  
Cc: DOBFOIA; Lynch, Chris; Porche, Rodney; [gww1210@aol.com](mailto:gww1210@aol.com); [gww1210@gmail.com](mailto:gww1210@gmail.com)  
Subject: Re: \*Public Records request: BUILDING Dept - City of Chicago\*

Chris, this is Gordon again.

I hate to bother you, but these criminals that have been trying to destroy the house at 1720 North Sedgwick Street, Old Towne, Chicago, IL (and resultantly make you all very busy, when you all have to repeatedly put up "Stop Work Order" signs to put a stop to the illegal construction, demolition, & destruction of property), and I feel the need to do more news coverage.

B-15 (FOIA reply of 06/07/2016 from City of Chicago, POLICE Department. Cost: TIME)

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5/18/2017

FW: Scanned from a Xerox multifunction device

From: FOIA <foia@chicagopolice.org>

To: Gww1210 <Gww1210@aol.com>

Subject: FW: Scanned from a Xerox multifunction device

Date: Tue, Jun 7, 2016 6:00 pm

Attachments: Scanned from a Xerox multifunction device001.PDF (2172K)

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Good Afternoon,

Attached to this email is a response to your FOIA request.

Regards,

FOIA Section

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering that message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this document is strictly prohibited.

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From: [xerox@chicagopolice.org](mailto:xerox@chicagopolice.org) [[xerox@chicagopolice.org](mailto:xerox@chicagopolice.org)]

Sent: Tuesday, June 07, 2016 5:56 PM

To: FOIA

Subject: Scanned from a Xerox multifunction device

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: PDF

multifunction device Location: machine location not set

Device Name: HQ-X414NE-1

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

B-16 (FedEx shipping receipt to send FOIA research to Daniggelis: 09/15/2015, est. cost \$8.88 + labor)



September 18, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number 781311007128.

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivery location:</b>	333 W NORTH AVE Chicago, IL 60610
<b>Signed for by:</b>	JBLASSINGILL	<b>Delivery date:</b>	Sep 15, 2015 13:51
<b>Service type:</b>	FedEx Ground		
<b>Special Handling:</b>			

**J. BLASSINGILL**  
#28, 13:48, 1 Del, 0 NonDel

**Shipping Information:**

<b>Tracking number:</b>	781311007128	<b>Ship date:</b>	Sep 10, 2015
		<b>Weight:</b>	1.6 lbs/0.7 kg

**Recipient:**  
Richard B Daniggelis  
c/o The UPS Store  
333 W North Ave  
Chicago, IL 60610 US

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

Thank you for choosing FedEx.



**B-17 (FOIA replies of May 18, May 25, June 1, June 8, 2016 from IL Office of Atty Gen; Cost: TIME)**

5/18/2017

Freedom of Information Act Request 2016 FOIA 41830

**From:** FOIAofficer <F@atg.state.il.us>  
**To:** 'gww1210@aol.com' <gww1210@aol.com>  
**Cc:** Possley, Maura <MPossley@atg.state.il.us>; Boyce, Eileen <EBoyce@atg.state.il.us>; Thompson, Annie <PThompson@atg.state.il.us>

**Subject:** Freedom of Information Act Request 2016 FOIA 41830

**Date:** Wed, May 18, 2016 12:45 pm

**Attachments:** 41830 Partial Closing and Extension Letter.pdf (71K)

Dear Mr. Watts:

Attached please find a letter pertaining to your recent FOIA request.

Very truly yours,

Caitlin Q. Knutte  
FOIA Officer  
Assistant Attorney General  
Office of the Illinois Attorney General

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the sender or the Office of the Illinois Attorney General. Thank you for your cooperation.

**From:** FOIAofficer <F@atg.state.il.us>  
**To:** 'gww1210@aol.com' <gww1210@aol.com>  
**Cc:** Possley, Maura <MPossley@atg.state.il.us>; Boyce, Eileen <EBoyce@atg.state.il.us>; Thoi <PThompson@atg.state.il.us>

**Date:** Wed, May 25, 2016 4:21 pm

**Attachments:** 41830 RM - Paul Shelton.pdf (1861K), 41830 Confirm 5.19.16 Convo, Partial Closing and Extension Letter.pdf (134K)

Dear Mr. Watts:

Attached please find a letter and records pertaining to your recent FOIA request.

Very truly yours,

Caitlin Q. Knutte  
FOIA Officer

**From:** FOIAofficer <F@atg.state.il.us>  
**To:** 'gww1210@aol.com' <gww1210@aol.com>  
**Cc:** Possley, Maura <MPossley@atg.state.il.us>; Boyce, Eileen <EBoyce@atg.state.il.us>; Thomps <PThompson@atg.state.il.us>

**Subject:** Freedom of Information Act Request 2016 FOIA 41830

**Date:** Wed, Jun 1, 2016 1:13 pm

**Attachments:** 41830 RM - Gordon Watts 2016 (1).pdf (5295K), 41830 RM - Gordon Watts 2016 (2).pdf (5864K), 41830 Partial Closing and Extension Letter.pdf (113K)

Dear Mr. Watts:

Attached please find a letter and records pertaining to your recent FOIA request.

Very truly yours,

Caitlin Q. Knutte  
FOIA Officer

**From:** FOIAofficer <F@atg.state.il.us>  
**To:** 'gww1210@aol.com' <gww1210@aol.com>  
**Cc:** Possley, Maura <MPossley@atg.state.il.us>; Boyce, Eileen <EBoyce@atg.state.il.us>; Thomps <PThompson@atg.state.il.us>

**Subject:** Freedom of Information Act Request 2016 FOIA 41830

**Date:** Wed, Jun 8, 2016 2:29 pm

**Attachments:** 41830 RM - Joseph Younes.pdf (3296K), 41830 RM - Pleadings (1), 41830 RM - Pleadings (2).pdf (2284K), 41830 RM - Pleadings (3).p

B-18 (FOIA reply of 04/12/2017 from City of Chicago DPD e.g., Landmarks; Cost: TIME)



DEPARTMENT OF PLANNING AND DEVELOPMENT  
CITY OF CHICAGO

April 12, 2017

Gordon Wayne Watts  
The Register  
821 Alicia Road  
Lakeland, FL 33801

VIA ELECTRONIC MAIL: Gww1210@aol.com

Dear Mr. Watts:

On behalf of the Department of Planning and Development (DPD), please be advised we are in receipt of your Freedom of Information Act (FOIA) request. Your request was dated and received on April 7, 2017. Specifically, the FOIA states and seeks the following request for public records:

*Please email me an audio file of the "Regular Meeting" of the Commission on Chicago Landmarks, which occurred yesterday, Thursday, April 6, 2017 at 12:45 p.m. in City Hall, 121 North LaSalle Street, Room 201-A, 2<sup>nd</sup> Floor.*

Enclosed for your review is the CD disc of the audio file from the April 6, 2017 Commission on Chicago Landmarks meeting.

Sincerely,

A handwritten signature in cursive script that reads "Tony Binns".

Tony Binns  
Freedom of Information Officer  
City of Chicago Department of Planning and Development  
(312) 744-0986

C-1 (FedEx proof of Service to Defendant, Joseph Younes, Esq.: April 18, 2017)



April 26, 2017

Dear Customer:

The following is the proof-of-delivery for tracking number 7862-7122-6226.

---

**Delivery Information:**

---

Status:	Delivered	Delivery location:	821 ALICIA RD Lakeland, FL 33801
Signed for by:	Signature not required	Delivery date:	Apr 26, 2017 09:53
Service type:	FedEx Ground		
Special Handling:			

**NO SIGNATURE REQUIRED**

Proof-of-delivery details appear below; however, no signature is available for this FedEx Ground shipment because a signature was not required.

---

**Shipping Information:**

---

Tracking number:	7862-7122-6226	Ship date:	Apr 18, 2017
		Weight:	1.8 lbs/0.8 kg

**Recipient:**  
JOSEPH YOUNES LAW OFFICES  
JOSEPH YOUNES LAW OFFICES  
166 W WASHINGTON ST  
STE 600  
CHICAGO, IL 60602 US

**Shipper:**  
gordan watts  
gordan watts  
821 ALICIA RD  
LAKELAND, FL 33801 US

Thank you for choosing FedEx.



C-2 (AOL email dated April 21, 2017 from FedEx showing Defendant, Younes, refused court service)

Reminder: AOL will never ask you for your password or billing information. [Show images & enable links](#)

**Subject:** FedEx Shipment 786271226226 Delivery Exception  
**Date:** 4/21/2017 10:24:46 P.M. Eastern Daylight Time  
**From:** [TrackingUpdates@fedex.com](mailto:TrackingUpdates@fedex.com)  
**Reply To:** [trackingmail@fedex.com](mailto:trackingmail@fedex.com)  
**To:** [gwww1210@aol.com](mailto:gwww1210@aol.com)  
*Sent from the internet (Details)*

---

### Tracking # 786271226226

Ship date: Tue, 4/18/2017	Scheduled delivery: Mon, 4/24/2017 by end of day
Delivery exception	

### Shipment Facts

FedEx attempted, but was unable to complete delivery of the following shipment:

<b>Tracking number:</b>	<a href="#">786271226226</a>
<b>Status:</b>	Delivery exception
<b>Service type:</b>	FedEx Ground
<b>Packaging type:</b>	Package
<b>Number of pieces:</b>	1
<b>Weight:</b>	0.70 lb.
<b>Standard transit:</b>	4/21/2017

### Resolving Delivery Issues

The reason delivery was not completed is outlined below. Where applicable, resolution recommendations are also provided.

Exception Reason	Recommended Action
1. Refused by recipient - Not ordered	No action is required. The package is being returned to the shipper.
2. Shipment Refused by Recipient	No action is required. The package is being returned to the shipper.



**C-3 (Returned FedEx service copy of briefs to Atty. Joseph Younes, Esq., dated April 21, 2017)**

FROM: gordan wallis (863) 688-1  
821 ALICIA RD  
LAKELAND FL 33801  
US

MCC  
Doct

5-5716, per website  
p./JosephYounes/599467626

SMBAGLABEL REV 03/10 - RUN 1/2017

**FedEx Ground RETURN TO SHIP**

Dear Customer - This package is being ret.

Hold at Location - Expired.  
 Delivery refused by: JOE  
 Because

Incorrect delivery address/Recipient unknown/Clos.  
 Damaged. An inspection report has been completec.  
 The entire contents of the package are enclosed.  
 Damaged contents were discarded. The balance is enclosed.  
 Package is greater than the maximum size/weight allowed.  
 Delivery attempts unsuccessful/unable to reach recipient for alternate delivery instructions.  
 Improper HazMat packaging/labeling/documentation.  
 ATTN FedEx Personnel: Attach the OP-908 & SF-136 to all Hazmats.  
 Other:

Package received on trailer from shipper:  
 Crushed  Wet  Oversize  
 Open  Inadequate Packaging  Overweight

OP-018 01/2017

4-21-17  
STATION 606  
DRESSED BY PLG

MGMT. APPROVAL SIGNATURE

RETURN STATE TO FL

RETURN ZIP TO 33801

Remove label here

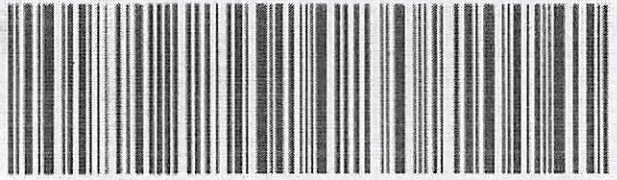
NLP:  
FACILITY:

1107 7862 7122 6226

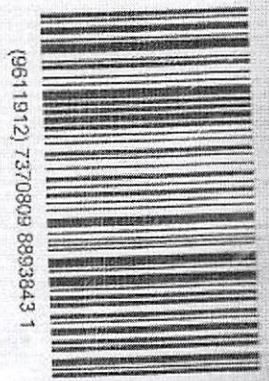
4-21/1944

60602

9622 0417 3 (000 000 0000) 0 00 7862 7122 6226



Joseph Younes Law Offices  
166 W WASHINGTON ST.  
Phone: (312) 372-1122; Fa  
Email is (or was?) Roloc69



220-1580  
PD-MR-100-Y  
26226  
CHICAGO, IL  
166 BLDG  
STE 800  
JOSEPH YOUNES LAW OFFICES  
166 W WASHINGTON S  
G  
60602-2311-99  
F 11 05 00 SM-1D 2514745



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: Hon. DIANE M. SHELLEY,
<b>Plaintiff,</b>	)	Circuit Judge
vs.	)	Case Type: CONTRACT
	)	District: First Municipal
Atty. Joseph Younes, Esq., Mr. Richard B. Daniggelis, <i>et al.</i> ,	)	Calendar "W", Courtroom 1912
<b>Defendants, and</b>	)	
	)	<b>TIME-SENSITIVE:</b> to be heard
Gordon Wayne Watts,	)	in Court Room:1912, by 07/10/2017
<u>Proposed Intervening Defendant.</u>	)	Court Time: 10:30am (CST)

[ Sworn, Witnessed, and Notarised ]  
AFFIDAVIT OF GORDON WAYNE WATTS

STATE OF FLORIDA  
COUNTY OF POLK

Before me, the undersigned Notary, on this 5<sup>th</sup> day of July, 2017, 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, a 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), GMAC Mortgage, et al. v. Daniggelis, et al. (2007-CH-29738) [heard in CHANCERY and transferred to the LAW DIVISION, e.g., the above-captioned case, thus counting as "two" cases], and Younes v. Daniggelis (2014-M1-701473). Mr. Daniggelis made me aware of mortgage fraud; while I believed him, I had no proof of it. However, I later obtained proof of fraud and discovered that This Court hadn't been made aware of much of the proof that I found through my own private research. So, I felt moral obligation to bring this to The Court's attention via a previously-filed a "Friend of the Court" brief with This Honourable Court in all of the above-captioned cases, excepting the Deutch Bank case. - I submitted: Statements of Facts, Documentation to Verify, and Arguments whereof.

**FURTHER AFFIANT SAYETH:**

(1) HOWEVER, after having done much research for Mr. Daniggelis (costing me time lost from work, labour, and public records fees to research and obtain numerous documents & facts, not to mention emotional distress), he has agreed to pay me monies owed; but, due to the situation of him having lost his house in mortgage fraud, this places, upon him, a financial burden *from that Mr. Daniggelis has lost due to a cloud on the title, attorneys fees, & costs to obtain replacement housing and storage for his belongings, at the least.*

(2) While *Amicus Curiae* briefs are not a matter of right (but at the court's discretion), nonetheless, I know that his hardships reduce the chances of him paying me what is owed, thus giving me an absolute right to Intervene under 735 ILCS 5/2-408(a)(2) because "the representation of the applicant's interest [e.g., what he owes me in labour, time lost from work, and Public Records pull fees, etc.] by existing parties is or may be inadequate and the applicant will or may be bound by an order or judgment in the action."



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: Hon. DIANE M. SHELLEY,
<b>Plaintiff,</b>	)	Circuit Judge
vs.	)	Case Type: CONTRACT
	)	District: First Municipal
Atty. Joseph Younes, Esq., Mr. Richard B. Daniggelis, <i>et al.</i> ,	)	Calendar "W", Courtroom 1912
<b>Defendants, and</b>	)	
	)	<b>TIME-SENSITIVE:</b> to be heard
Gordon Wayne Watts,	)	in Court Room:1912, by 07/10/2017
<b>Proposed Intervening Defendant.</b>	)	Court Time: 10:30am (CST)

[ Sworn, Witnessed, and Notarised ]  
AFFIDAVIT OF GORDON WAYNE WATTS

STATE OF FLORIDA  
COUNTY OF POLK

Before me, the undersigned Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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, a 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), *GMAC Mortgage, et al. v. Daniggelis, et al.* (2007-CH-29738) [**heard in CHANCERY and transferred to the LAW DIVISION, e.g., the above-captioned case, thus counting as "two" cases**], and *Younes v. Daniggelis* (2014-M1-701473). Mr. Daniggelis made me aware of mortgage fraud; while I believed him, I had no proof of it. **However**, I later obtained proof of fraud *and* discovered that This Court hadn't been made aware of much of the proof that I found through my own private research. So, I felt moral obligation to bring this to The Court's attention via a previously-filed a "Friend of the Court" brief with This Honourable Court in *all* of the above-captioned cases, excepting the *Deutch Bank* case. – I submitted: Statements of Facts, Documentation to Verify, and Arguments whereof.

**FURTHER AFFIANT SAYETH:**

**(1)** HOWEVER, after having done much research for Mr. Daniggelis (costing me time lost from work, labour, and public records fees to research and obtain numerous documents & facts, not to mention emotional distress), he has agreed to pay me monies owed; **but**, due to the situation of him having lost his house in mortgage fraud, this places, upon him, a financial burden [*rent that Mr. Daniggelis has lost due to a cloud on the title, attorneys fees, & costs to obtain replacement housing and storage for his belongings, at the least*].

**(2)** While *Amicus Curiae* briefs are not a matter of right (but at the court's discretion), nonetheless, I know that his hardships reduce the chances of him paying me what is owed, thus giving me **an absolute right to Intervene under 735 ILCS 5/2-408(a)(2)** because "the representation of the applicant's interest [e.g., what he owes me in labour, time lost from work, and Public Records pull fees, *etc.*] by existing parties is or may be inadequate and the applicant will or may be bound by an order or judgment in the action."



(3) Moreover, I state, for the record, that I have the right to intervene under **735 ILCS 5/2-408(a)(3)** because “the applicant [the undersigned Affiant] is so situated as to be adversely affected by a distribution or other disposition of property in the custody or subject to the control or disposition of the court or a court officer.”

(4) **I am the sole author of this affidavit, the accompanying proposed “*Motion to Intervene*,” and the related “notice of motion,” as required by the rules of your court.**

(5) Although I have previously submitted a sworn & notarised Affidavit in both the Chancery case (on 8/10/2015) and the above-captioned case (on 9/14/2015), as well as legal arguments, supporting documentation, and statements of fact (in my prior briefs), **there have been several new developments** (as well as overlooked facts & legal arguments) **that compel me to take my valuable & limited time to carefully write up (hopefully) this last & final Affidavit (and related filings) to help shepherd Mr. Daniggelis' case through the court—and, of course, to avail myself of my Rights of Intervention, as proscribed by ILLINOIS statutory and case law:**

My intervention as of right is asserted, and “the trial court’s jurisdiction is limited to determining **timeliness, inadequacy of representation** and **sufficiency of interest**; once these threshold requirements have been met, the plain meaning of the statute directs that the petition be granted.” **City of Chicago v. John Hancock Mutual Life Ins. Co.**, 127 Ill.App.3d 140, 144 (1<sup>st</sup> Dist. 1984). [Emphasis added in underline & bold; not in original] I satisfy all three requirements, giving me rights to intervene under **735 ILCS 5/2-408(a)(3)**.

**NEW DEVELOPMENTS:** Very recently, I got an unexpected email response from (disbarred) Atty. Paul L. Shelton (the former law partner of Joseph Younes, and who conspired with Younes to defraud Daniggelis out of his house, title, and land), in response to me serving him his “service copies” of my filings, via email. (*See attached.*) Mr. Shelton has been very helpful, to me, in comparing notes and candidly discussing this case, **and a few of his observations are worth bringing to This Court's attention:** As we all recall, Shelton was not only stripped of his broker's license by the IDFPR, but subsequently, he was disbarred, and thus stripped of his IL law license, by the IARDC—and, in both instances, for mortgage fraud, as the publicly-accessible IL Records clearly show. (Both of Shelton's disbarments, above, made me suspect Younes, since both law partners were named defendants in numerous of Daniggelis' cases—also involving mortgage fraud.)

Mr. Shelton told me in his May 16, 2017 reply (see attachments) that: **“This is personal and confidential and I'm trusting that none of what I say here is used against me.”** For that reason [and because the 3 emails comprise **fourteen (14) pages**, which is a bit lengthy for the court's review], I'm hesitant to include his replies. HOWEVER, after reviewing his replies, nothing, in my opinion would do him any harm or injury. (His loss of law license means it can't get any worse, other than criminal charges, and nothing he said makes his case any worse. In fact, I have hopes that if he “turns state's evidence” & helps The Court by testifying, he can get some form of leniency or partial reinstatement.) MOREOVER, This Court need not read through the minutiae of our email exchange, but I must include, in relevant part, key portions, “in context,” of our exchange to verify & demonstrate genuine authenticity, e.g., that it was Mr. Shelton (not myself) who wrote his reply.

The key thing that Shelton tells me is that: **“But in reality, he [Daniggelis] gave her [Erika Rhone] POA and she had [legal] right to alter deed, even date, “forge” it or sign properly as attorney in fact. That is the judges point.”** [Comments in bracket to clarify; not in Shelton's original reply.] While this may seem irrelevant to the casual reader (what 2 non-Lawyers are discussing), I include this “new development” because I believe sitting judges may accept this wrong view of statutory and case law: As This Court can see in my “Thu, May 18, 2017 at 6:56 AM” reply to Atty. Shelton, he's incorrect, & I cite several sources to verify, including **LeagleBeagle.com**, **Caring.com**, **LegalZoom.com**, **StandardLegal.com**, and **NationalNotary.org**, all which all clearly state that you can not “forge” another persona's signature, even if you are their POA (Power of Attorney), and moreover, you must make it clear that you are signing *\*as\** the POA for the principal. **In fact, StandardLegal clearly states that:** “When signing on behalf of a Grantor as Attorney-in-Fact, you should always sign YOUR OWN NAME, followed by the words “Power of Attorney“.



Do NOT sign the Grantor's name — EVER!

By signing your own name with the words "Power of Attorney" after your name to any contract or other legal document, the person receiving the documents signed by you on behalf of the person who granted you the Power of Attorney understands exactly what is being provided." <http://www.StandardLegal.com/blog/if-i-have-power-ofattorney-how-do-i-sign-legal-documents-on-behalf-of-my-grantor>

Shelton goes on to say (see email exchanges) how he was trying to help Daniggelis and now regrets it, and he implores me to not waste my time with him. Shelton also answered legal questions about whether one needed their own money at closing, and the difference between a mere notice of deposition and an official & binding subpoena. Finally, Shelton goes on to say:

"A lot of your legal arguments are very valid...but you are fighting for a liar and scammer. I firmly believe that. Your resources are being wasted in the eyes of God." [In his 5/16/2017 11:14:43 P.M. Eastern Daylight Time reply] and: "Good luck but please leave me alone if possible." [In his 5/16/2017 6:49:24 A.M. Eastern Daylight Time reply, that morning].

I agree with Shelton on some of what he says (about the strength of my legal arguments), but disagree that it is a waste of time, and I'm hoping that This Court does not prove him right on this point. He asks me to leave him out of it "if possible," but since he's a material witness in the criminal Grand Theft of a house and land, by means of clear & obvious forgery, he can't be "out" of it except by leave of This Court, and even that (if the court issued such an order) would be contrary to loads of case law & statutes regarding witnesses, crimes, *etc.*

**\* Relevant Legal Arguments which came up in newly-discovered email exchanges with SHELTON \***

But, in short, I include our email exchange because I believe his claims that the judges may have used this (incorrect) legal standard, namely, falsely assuming that a POA could legally forge the signature of the principal. (And, I school him on the terms of the contract, showing that even assuming the POA existed, it was a "limited" POA, limited both by scope and time, and both made it illegal to transfer title, as it was for a sale, not a quit claim, and no sale ensued as there was no payment to Daniggelis—and his signature was clearly forged.

**\* Overlooked Legal Arguments & Statements of Fact that DANIGGELIS has desired to be included \***

Richard Daniggelis has told me, on numerous occasions, of his desire to include both certain legal arguments and certain recollections of which his attorney, Andjelko Galic, did not include in his filings. As I'm intervening as a matter of right, I have a right to include said "orphaned" legal arguments and statements of fact:

- 1) Richard has repeatedly asked me why Younes didn't evict him right away, after having gotten "legal" title to the house, from Judge Otto's ruling and/or Judge Diana Rosario's order in the Civil Court. Mr. Daniggelis clearly told me that he felt Younes was afraid of being found out for mortgage fraud, or else he would've evicted him sooner.
- 2) Mr. Daniggelis also told me that Judge George F. Scully, Jr., who apparently was assigned the civil division case, at one point, said (in open court, I think) that he had had lunch with Judge Michael F. Otto (who was a Chancery judge for Daniggelis' case at one point). **Daniggelis then said that shortly thereafter**, Judge Scully adjured & warned Younes to "be careful for what you ask for—you just might get it" or words to that effect. While I'm not sure of what legal significance this might have, Daniggelis said that he felt that Scully & Otto had discussed the matter privately at lunch, and I include it in my statements, in order that the record not be lacking. (As this is probably the last chance to include relevant filings—I want to give The Court all the tools it needs to do its job.)
- 3) As further clarified in "Exhibit-D" of my 04/17/2017 filing to This Court, Richard asked me to



search for & locate documentation which would support his theory that Younes' complaints to the Office of the Attorney General (OAG) intimidated the banks & title companies, thereby blackmailing them into colluding to commit R.I.C.O. Crimes—and intimidated into giving him a “sweetheart” loan modification. [While it's harder to prove collusion or intent, it's a matter of record that the bank did, in fact, reduce both the interest and principal of Younes' loan by huge amounts—as I clearly document.]

- 4) When discussing this matter with one mutual friend, has asked me if the original signature (you know, the one I'm alleging is forged) could be produced by the banks and/or Atty. Joseph Younes. My friend was implying that since Daniggelis' signature was forged (he's a mutual friend of Daniggelis and myself, and believes Daniggelis' claims), no original existed: It was a photocopy, e.g., felony forgery fraud. Since my friend's observation is good, I include it in my overlooked legal arguments, here.
- 5) **This Court** is fully aware of the fact that John LaRoque has continued to (illegally) evade deposition by Daniggelis' attorney, Andjelko Galic. While I don't know what Galic might ask him (nor do I know what LaRoque is trying to hide), it's painfully obvious—even to any blind person—that John LaRoque is trying to hide something, and I think that “something” is further proof/details of the forgery fraud.
- 6) Richard repeatedly told me that when people hear he signed the POA & the first Warranty Deed (where his signature wasn't forged), they automatically think that this is proof that he just “gave away” the house. Because of that, Richard has been trying (in vain, I might add) to somehow convey to This Court that this isn't true—and offer a sound legal explanation. Since Richard is unable (and his attorney is either unable and/or unwilling), I shall do so—since it represents my interests in Intervention: Richard told me (repeatedly) that other attorneys had previously had him sign Warranty Deeds (like he did here) to help them in their negotiations to discuss refinancing, part-ownership shares, or other matters—and that, in no instance did any attorney try to take title. Because of this, when Younes & Shelton asked Daniggelis, in like-manner, to sign a warranty deed & POA, he believed it was necessary for the transaction—and **that it was not** his intent to simply “give away” the house—based on past attorney interactions—and based on what Younes & Shelton told him—in their official capacity as attorney at law.
- 7) Daniggelis has said (or implied) numerous times that people view him as helpless & pushover because of his advanced age (I think he is 78 year-old or so, at this time), and that they think it would be “unwise” to allow him to hold title. But, since Daniggelis has said that he thinks he can get a reverse mortgage and/or sell shares to Investors, and/or rent out rooms, therefore these arguments (about his age and alleged inability to manage the house/land) must be rebutted and resisted. **Here, I am so doing.**
- 8) Daniggelis has said that, at one court hearing (I think, while waiting for court to convene) that Younes said that he wanted to “wash his hands” of 1720 N. Sedgwick, since it was becoming more trouble than it was worth. While I'm not sure of any “direct” legal relevance, here, this recollection (and others above) that Daniggelis made might be useful in helping understand the issues. So, since Daniggelis can't enter them into the record—and **since I have legal rights of intervening, I shall do so, here.**
- 9) Oh, and perhaps the most interesting (and possibly useful) recollection that I must add is *this* one: When Judge Michael F. Otto, the Chancery Division judge for GMAC v. Daniggelis (the case that was transferred to the Law Division, the above-captioned case) entered his 5/15/2014 order snatching title from Daniggelis—and giving it to Younes—**Mr. Daniggelis tells me that he jumped up in court and blurted out to the effect of: “Hey, if I were not the true owner of 1720 N. Sedgwick, then why was there a huge monetary judgment settlement by Stewart Title to me, for such-and-such amount!?”** Mr. Daniggelis tells me that Judge Otto was startled & possibly frightened by the fact that he'd just entered an incorrect order, but that he was unwilling to admit any wrongdoing, and—instead—Daniggelis tells me that Judge Otto “passed the buck” and said: “Ah, we're going to have to transfer this case to the Law Division,” or words to that effect. [I would add: 'Passing the Buck' is not good practice, and diminishes the reputation of the court—since, of course, The Buck Stops Here, and the matter should be decided here—and not elsewhere.]



**Closing statement:**

I fully know, realise, & understand that This Court has received lots of lengthy written filings from me, and I'm not joyful or happy at the thought that it might be difficult to read (because of the length).

*[Just remember, tho: As hard as it may be to read, it was 10X harder for me to write, so please appreciate that.]*

**I am not trying to make This Court's job harder—or be “vexatious” in any manner—since I know judges, clerks, & staff are all human, like myself.** (And, as stated in my opening arguments in my Intervention, I inserted a rare apology for being slightly emotional with certain unnamed clerks. But, as Daniggelis is like a grandfather to me, and his repeated mistreatment—and this court's refusal to grant him justice—is like continually kicking a dog, **then I will compare myself with a “dog”** and say that while barking is not necessarily right, nonetheless, I beg Forgiveness and Pardon from This Honourable Court for being human: If you keep kicking a dog, it will eventually yelp.

Therefore, I respectfully submit this sworn, witnessed, & notarised Affidavit, which should serve as a legal proxy for the “Statements of the Case & Facts” in my legal briefs.

**FURTHER AFFIANT SAYETH NAUGHT.**

\_\_\_\_\_  
Gordon Wayne Watts, Affiant

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged, subscribed, **and sworn** before me this \_\_\_\_ day of \_\_\_\_\_, 2017, 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: \_\_\_\_\_

IDENTIFICATION NUMBER: (\*) \_\_\_\_\_

(\*) 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](http://www.IllinoisCourts.gov/supremecourt/rules/art_ii/artii.htm)

Notary Public: \_\_\_\_\_ Date: \_\_\_\_\_

(Notary Stamp) \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



Closing statement:

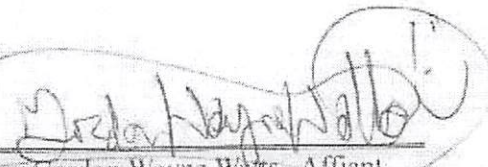
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FURTHER AFFIANT SAYETH NAUGHT.

  
Gordon Wayne Watts, Affiant

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged, subscribed, and sworn before me this 5<sup>th</sup> day of July, 2017, 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: Drivers License

IDENTIFICATION NUMBER: (\*) W 320-299-66-176-0

(\*) 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](http://www.IllinoisCourts.gov/supremecourt/rules/art_ii/artii.htm)

Notary Public: Heidi Davis

Date: July 5, 2017



My Commission Expires: May 2, 2021