

E-Notice

2007-CH-29738

CALENDAR: W

To: Robert James Moore
anselm45@gmail.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

GMAC MORTGAGE LLC v. YOUNES JOSEPH
2007-CH-29738

The transmission was received on 12/06/2017 at 9:32 PM and was ACCEPTED with the Clerk of the Circuit Court of Cook County on 12/07/2017 at 8:04 AM.

MOTION TO COMPLY (DaniggelisDemandForService120617.pdf Motion to compel A.Galic to comply, and misc. other motions.)

Filer's Email: anselm45@gmail.com
Filer's Fax:
Notice Date: 12/7/2017 8:04:46 AM
Total Pages: 21

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
COOK COUNTY
RICHARD J. DALEY CENTER, ROOM 1001
CHICAGO, IL 60602

(312) 603-5031
courtclerk@cookcountycourt.com

<http://thirstforjustice.tripod.com/DaniggelisDemandForService120617.pdf>

<http://thirstforjustice.net/DaniggelisDemandForService120617.pdf>

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
LAW DIVISION

GMAC

V 07 CH 29738

Richard Daniggelis, et. al.

Notice of Motion

To: all parties of record (see service list, below)

From: Robert J. More ("RJM")

Notice: Today, 12-06-17, I am hereby attempting to serve all parties electronically, by the court's electronic filing system and/or by email, whichever shall be available at the time such attempt is made, the attached "Demand (motion) for Court to compel Daniggelis to serve all parties a copy of his 11-30-17 motion", a copy of which is attached and hereby served upon you.

Certificate of Service

RJM hereby certifies under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above "Notice of Motion," the attached "Demand (motion) for Court to compel Daniggelis to serve all parties a copy of his 11-30-17 motion", and its exhibits (which are attached hereto) are being served upon all parties of record, by the court's electronic filing system and/or by email, whichever shall be available at the time such attempt is made. Internet: I shall, when practically possible, post a TRUE COPY of this filing – and related filings – online at my official websites, infra. I am not serving any party by hard copy due to the fact that it is a morally and financially unfeasible burden for which I am not morally obliged to waste the nonrenewable limited resources for which I am an humble steward. Let this statement serve as notice as to whom I have and have not serve.

Respectfully submitted,


12/6/17

Intervening Defendant, Non-attorney Robert J. More

P.O. Box 6926, Chicago, IL, 60680-6926. PH: (708) 317-8812

Web: <http://thirstforjustice.tripod.com> <http://thirstforjustice.net>

Email: Anselm45@gmail.com

Date: 12/6/2017 [Note: RJM's last name is misspelled on docket as: "MOORE ROBERT", but is spelled 'MORE']

SERVICE LIST

- * LAW DIVISION Law@CookCountyCourt.com
- * Judge Diane M. Shelley ccc.LawCalendarW@CookcountyIL.gov
Diane.Shelley@CookCountyIL.gov
- * Richard B. Daniggelis, defendant, no known email, served upon his attorney, A.Galic.
- * Andjelko Galic AndjelkoGalic@Hotmail.com AGForeclosureDefense@Gmail.com
- * Associated Bank, N.A., no known email, can pick up copy by court's electronic filing system
- * Richard Indyke RIndyke@SBCGlobal.net
- * Peter King (Atty. for Joseph Younes) PKing@khl-law.com PKing@KingHolloway.com
- * Paul L. Shelton, Esq. (disbarred) PMSA136@Gmail.com PLShelton@SBCGlobal.net
- * Joseph Younes RoJoe69@yahoo.com JoeYounes@SbcGlobal.net
- * MERS JanisS@mersinc.org SandraT@mersinc.org
- * Gordon Wayne Watts Gww1210@aol.com Gww1210@GMAIL.com

Documents List

RJM is including, in the attachment of this email, the following documents:

1. DaniggelisDemandForService120617.pdf (this filing)
2. DisclaimerVoice_20171205_180350.m4a (disclaimer in smartphone m4a audio format)
3. DisclaimerVoice_20171205_180350.mp3 (disclaimer in smartphone MP3 audio format)

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<http://thirstforjustice.tripod.com/DaniggelisDemandForService120617.pdf>

<http://thirstforjustice.net/DaniggelisDemandForService120617.pdf>

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
LAW DIVISION

GMAC

V 07 CH 29738

Richard Daniggelis, et. al.

Demand (motion) for Court to compel Daniggelis to serve all parties a copy of his 11-30-17 motion

RJM is now making this court aware of the fact that, on 11/30/2017, Attorney Andjelko Galic has filed documents in this case (see Exhibit 1, a screenshot of the docket), but RJM has not received service of such filings, either by email, by electronic filing, or by hard copy to the po box of record that RJM has, even though RJM is a party to this case, and is on the e-service list (see Exhibit 2, Screenshot of court's e-filing system).

RJM hereby demands that court compel Attorney Galic to serve RJM, and all parties of record, a copy of all of his 11/30/2017 filings, before Galic is permitted to have the court hearing, which is set for tomorrow, 12-7-2017, before Judge Diane Shelley in the Law Division at 9am tomorrow. The failure of Galic to serve all parties properly incurs criminal liability on him, and any judge of this nominal governmental entity which cooperates with such failures also would incur criminal liability for including (but not limited to) denial of a fair day in court, due process, proper notice.

In addition, RJM has received and read the following email from Watts, in the Daniggelis case referenced hereto as Exhibit 3, below, and tentatively and conditionally endorses same, but accompanied by disclaimers referenced in the audio file attached, with consideration including notice of commitment to procure indictments and convictions of any and all malefactors who have incurred criminal liability in this regard to these matters. **RJM transmits Watts' conveyance to this court and all parties in order to explicate the 4 points which Watts raises and which all other parties and all judges have overlooked, so far, regarding the ORDER, dated March 08, 2013, by Judge Michael F. Otto in this case: see "Exhibit 6" infra:**

1. Judge Otto admits (Order, p.4) that the July 9, 2006 warranty deed "is in most respects identical" to the May 9, 2006 warranty deed that Daniggelis signed (except, of course, for the word 'July' being hand-written in), which supports Daniggelis claims that there was a photocopy forgery of his signature (which would void the entire illegal transfer of title).

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2. Judge Otto (Order, p.3) acknowledges (admits) that 'Exhibit L' existed, a side-agreement to limit the title transfer only for the purpose of paying the “mortgage arrearage.” Judge Otto claims that this document was not properly signed, but apparently, Otto did not see the exhibits filed in Daniggelis' July 30, 2008 answer (see pages 38 and 40 of the 96-page PDF file of a public records request at this link, provided by Mr. Watts' online docket: <http://gordonwaynewatts.com/MortgageFraudCourtDocs/07ch29738-07242015.pdf> or <http://gordonwatts.com/MortgageFraudCourtDocs/07ch29738-07242015.pdf> where both Shelton and Rhone sign on to such statements, and Daniggelis also signs them: these contracts place limits on both the time and purpose of the POA). So, this conclusively proves the POA to be fraudulently used. If the reader of this document can not access Mr. Watts' website, please see below into Exhibits 4 and 5, infra.
3. There is no material disagreement with the assertion that Richard Daniggelis never got paid, which is a key proof of fraud that is being alleged by multiple parties. (Daniggelis would not simply give away the farm, for free. Moreover, even had he done so, Watts' case law shows that a sale is void ab initio if it lacks consideration.) Watts' filings have repeatedly accused the other parties of failing to pay Daniggelis any consideration, and no one has contested this claim. Per 735 ILCS 5/15-1506(a), that which the other parties to this case don't deny is admitted, and, as such, it is plain that Daniggelis did not get paid for his house, which is documented to have had hundreds of thousands of dollars equity, and which equity (and house and land) were taken without any consideration (payment), thus voiding any purported sale.
4. On page 7 of Judge Otto's ORDER, he claims that the 'difficulty' for Daniggelis is that, even assuming the signature to be altered (forged by photocopy), Otto claims that Daniggelis “provides no factual or legal basis support for his assertion that, assuming the signature to have been altered, the Bank therefore “knew or should have known that the deed ... was no longer valid when the closing occurred.” **This argument by Judge Otto is totally ridiculous:**

Let's say, for example, that a group of thieves steal Daniggelis' vehicle, and then sell it on the Black Market to a Bank (or take a loan out on it, using as collateral for a mortgage). When the police finally catch the thieves, do you really think, for one second, that the Bank will be allowed to keep the hot (stolen) property, simply because they did not have “notice” that the property was stolen? Certainly not, and may God forbid! Otto's claim that the bank needed notice is ridiculous on its face, and invites the federal courts to investigate him for civil rights violations, under the color of law. (However, the bank certainly did get notice, not only by Daniggelis recording a statement of forgery in the recorder's office, but the Bank was also notified of this fraud by voluminous and lengthy litigation which ensued.

Because this court has continued to ignore Joseph Younes' clear fraud, he has been allowed to gut, damage, and destroy Daniggelis' house, as more clearly explicated in *City of Chicago v. 1720 N. Sedgwick, Joseph Younes, et. al.*, case number 2017-M1-400775, in the Civil Division, a case, overseen by Judge Patrice Ball-Reed, and which case has been featured numerous times in DNAinfo, Watts' blog, “The Register,” and more recently, ChicagoCityScape: <https://blog.chicagocityscape.com/landmarks-commission-still-threatening-fines-if-house-in-historic-district-isnt-worked-on-once-390f052a2ab2>

RJM's citation of Watts' online docket does not in any way support or condone his record of activity, which RJM understands to be more detrimental than beneficial insofar as Watts fails to cite Magna Carta Clause 61, thus giving tacit support to this nominal and corrupt judicial system. The repeated failures of the Law Division, which has authority to put a stop to this nonsense, is a disgrace to the entire judicial system, and is reminiscent of the corruption that has run rampant in Chicago Courts since the times of Adam and Eve. **But RJM does not make this observation in a disrespectful way. Rather, RJM invites this court to prove that it is a fair player, and thus restore the good name and reputation of those many downtrodden citizens who seek justice. To wit, RJM makes the following invitations:**

1. RJM invites the court and its judges to demonstrate that they have procured "qualified immunity" from criminal liability under Harlow v. Fitzgerald (1982) 457 U.S. 800, 818, which only protects officers (such as Judge Diane Shelley and other judges of this nominal gov't entity) from federal civil rights violations if their conduct doesn't violate a "clearly established ... right of which a reasonable person would have known." RJM requests confirmation from Judge Shelley that she (and other judges) are not "judicial hydroplaning" in their refusal to address key violations of law by Joseph Younes et al in the clear theft of properties by means of clear and obvious frauds.
2. RJM raises this (and other) issues in order to prevent reviewing courts from citing Webb v. Webb, 451 U.S. 493 (1981) and claiming that "that petitioner failed to raise" Federal Claims in these nominal governmental entities, state courts.
3. RJM demands that Judge Shelley wear a wire 24-7-365, in order to demonstrate that she has nothing to hide.
4. RJM demands that the adjudicator (Judge Shelley et al) must be subject to cross-examination to ensure fair impartial trial.
5. RJM repeats his polite, but firm, request of this court to compel, by writ of mandamus, if necessary, A.Galic to serve all the parties copies of is 11/30/2017 filing in this case, as is required by law, and to certify with a certificate of service, before he is allowed to proceed, and to take whatever sanctions are necessary of J.Younes, P.Shelton, E.Rhone, A.Galic, and other parties, to compel them to comply with the law.

Respectfully submitted,

Robert J. More
12/6/17

Intervening Defendant, Non-attorney Robert J. More
P.O. Box 6926, Chicago, IL, 60680-6926. PH: (708) 317-8812
Web: <http://thirstforjustice.tripod.com> <http://thirstforjustice.net>
Email: Anselm45@gmail.com

Date: 12/6/2017 [Note: RJM's last name is misspelled on docket as: "MOORE ROBERT", but is spelled 'MORE']

Verification by Certification

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

/s/ Robert J. More

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Index to Exhibits

- Item 1 Screenshot of court's docket in this case, showing Galic filing that was not served upon myself
- Item 2 Screenshot of court's e-filing system, showing that I am on the e-service list
- Item 3 Copy of email I received from Mr. Watts, raising numerous points overlooked by prior parties
- Item 4 Agreement signed by Richard Daniggelis and Paul Shelton which places "time" restrictions on any transfer of title
- Item 5 Agreement signed by Erika Rhone, agreeing that the transfer of title was solely to pay arrearages, not give away the farm, quit claim deed, fraud, theft, etc.
- Item 6 ORDER, dated March 08, 2013, by Judge Michael F. Otto in this case:

Activity Date: 09/11/2017 Participant: GORDON WAYNE WATTS
ANSWER/RESPONSE/REPLY
Attorney: PRO SE

Activity Date: 09/19/2017 Participant: GORDON WAYNE WATTS
AFFIDAVIT FOR MAILING FILED
Attorney: PRO SE

Activity Date: 09/19/2017 Participant: GORDON WAYNE WATTS
CERTIFICATE OF MAILING FILED
Attorney: PRO SE

Activity Date: 09/19/2017 Participant: GORDON WAYNE WATTS
CERTIFICATE OF SERVICE FILED
Attorney: PRO SE

Activity Date: 09/19/2017 Participant: GORDON WAYNE WATTS
EXHIBITS FILED
Attorney: PRO SE

Activity Date: 09/19/2017 Participant: GORDON WAYNE WATTS
NOTICE OF FILING FILED
Attorney: PRO SE

Activity Date: 09/19/2017 Participant: GORDON WAYNE WATTS
MOTION FILED
Attorney: PRO SE

Activity Date: 11/30/2017 Participant: YOUNES JOSEPH
NOTICE OF MOTION FILED
Date: 12/07/2017
Court Time: 0900
Attorney: GALIC ANDJELKO

Activity Date: 11/30/2017 Participant: YOUNES JOSEPH
PROOF OF SERVICE FILED
Attorney: GALIC ANDJELKO

Activity Date: 11/30/2017 Participant: YOUNES JOSEPH
MOTION SCHEDULED
Date: 12/07/2017
Court Time: 0900
Attorney: GALIC ANDJELKO

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File Motion

Step 1: Case Lookup

* Division: Law

* Case Number: 2007 - CH - 29738

Find Case

Case Number: 2007-CH-29738
 Division: LD
 Case Type: BREACH OF CONTRACT
 District: 1

Notices will be electronically served to the following parties:

Party Name	Attorney	Email
GORDON WAYNE WATTS	PRO SE	gww1210@gmail.com
MOORE ROBERT	PRO SE	anselm45@gmail.com

The following parties will need to be served by mail:

Party Name	Attorney	Address	City	State	Zip
BANK AMERICA NA	PIERCE & ASSOCIATES	1 N DEARBORN #1300	CHICAGO,	IL	60602
CHICAGO VOLUNTEER LEGAL	PIERCE & ASSOCIATES	1 N DEARBORN #1300	CHICAGO,	IL	60602
DANIGGELIS RICHAR	SHELTON AND YOUNES	120 E OGDEN AV #1918	HINSDALE,	IL	60521
DANIGGELIS RICHAR	GALIC ANDJELKO	845 SHERWOOD RD	LAGRANGE PK,	IL	60526

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- Case Lookup
- Choose Party(s)
- Upload Documents
- Filing Summary
- Filing Fee
- Payment
- Schedule Motion

On Dec 5, 2017 4:45 PM, <Gww1210@aol.com> wrote:

ANDJELKO: Take a look at this: "JudgeOttoOrder-3-8-2013-MOTION-DENIED.pdf" [This is a copy of a recent order by Judge Michael F. Otto. It is attached as a PDF.]

*** I'm sending it to you because I royally screwed up in my recent 09-11-2017 filing before Judge Diane M. Shelley. (Here's a court-stamped copy, also attached: "STAMPED-2007-CH-29738-LAW-Division_09-Sept-2017-Reply-in-Opposition_WATTS.pdf") While numerous legal scholars (several attorneys & even a paralegal) say I did well in my 9-11 filing, above, I notice that I overlooked Judge Otto's 3-8-2013 ruling, and thus didn't address it.

I made a HUGE mistake here, Andjelko, since his ruling actually makes a VERY GOOD case to help you win your case...

Since you have a hearing this Thursday, 07 December 2017, at 9:00am(CST), it might be helpful for you to know what I overlooked. A detailed analysis of why Judge Otto's order is HELPFUL to your motion for reinstatement is found on my online docket, the link of which is front page news at www.GordonWatts.com and www.gordonWAYNEwatts.com my namesake blogs, and in this summary: "Addressing-JudgeOttosSupposedConcerns.pdf" -- and both my front-page and my dockets have been visited a bunch by people from the Chicago area, some of them clearly CHICAGO Law Firms: Click the eXtreme Tracking icons (looks like a little planet Saturn, in the top-left corner of my pages) to verify, and if other attorneys are looking at my online docket, maybe it will be helpful to you, too. But, here is the skinny:

1. Judge Otto basically admits that the 2nd copy of Richard's signature is identical in most respects, e.g., a photocopy, an obvious means to do photocopy forgery.
2. He acknowledges (admits) the side-agreements that place both time-constraint and "what can be used for" restrictions on the Warranty Deed.
3. There is no material disagreement with the assertion that Richard never got paid, which is a key proof of fraud I've made.
4. Most-importantly, Andjelko, the fact that the bank may not have been notified right away of the fraud (and I even dispute that) is not relevant: If criminals stole your car, and sold it on the Black Market, it would NOT matter if the purchaser (the Bank, in this analogy) knew about it right away -- or not: Once the Police located your stolen property, they would return it to you -- PERIOD -- and the purchaser would simply be out of luck, and then they might sue the thieves who stole it from them.

In this analogy, Andjelko, the "Paul Shelton, Erika Rhone, & Joseph Younes" trio are thieves, the stolen property is Richard Daniggelis' house, and the Bank is the poor chap who bought it. Thus, Otto's logic about the Bank's (alleged) lack of notice DOES NOT hold water, and, since I was negligent and left this out of my own filings (and am NOT inclined to file an addendum or supplementary brief at this time), I feel that this may be useful information in your hearing before Judge Diane M. Shelley this Thursday at 9:00am(CST) in this case.

P.S., as I'm now a named defendant (look again at the docket), my Intervention motion apparently being granted, I hope you served me a copy of your filings, which is required by law. You may serve me electronically, if hard copies cost too much.

Oh, one last thing: I don't know if Robert J. More's accusations are correct, but I do know that he's repeatedly complained to me that you owe him somewhere around \$110.00 or so that you allegedly did not return in times past. He is VERY intent on making an IARDC complaint, and they may contact me as a character witness. Since you falsely threatened me with claims that I was practicing law (maybe you did not mean this as a threat, but your claim is false -- I have a right to represent myself, pro se, which even the IARDC and various judges have not said I couldn't do), I have am inclined to believe Robert More is telling the truth

about you. But, since you have worked "pro bono" -- for free -- for Richard, and have made a Herculean effort, in the face of clear & obvious judicial corruption, I am inclined to think Robert has memory problems.

In any event, I am NOT pleased with how you discussed Richard's case with Lorenz, but not me, even tho your Attorney-Client obligations have no more restrictions against me (and I was seeking only public info- discussed in open court -not private info), I do not know if you are truly a Christian as you say. But, since I AM a Christian, I will give you the benefit of the doubt, and pass along this information, in the hopes that it may be helpful. There is one other doc, "07ch29738-07242015.pdf," which is referenced in my docket notes.

I AM VERY busy -- and stressed out beyond belief, Andjelko -- both regarding time, energies, and monies on my end, which are stressed out -- But I am taking (making) time to send this to you, in the hope the I should not be weary in well-doing, for, in due time, I shall reap a harvest:

GALATIANS 6:9-10, Holy Bible (KJV)

9 And let us not be weary in well doing: for in due season we shall reap, if we faint not.

10 As we have therefore opportunity, let us do good unto all men, especially unto them who are of the household of faith.

I hope this helps. Sincerely,

Gordon Wayne Watts

Agreement

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

If Richard Daniggelis chooses not to close on or before May 19th, 2006, he shall pay as ~~liquidated~~ damages to Joseph James the amount of \$10,000⁰⁰ as and for time and services rendered, ~~within 60 days~~ AT END OF 10 MONTHS

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

Richard Daniggelis
RICHARD DANIGGELIS

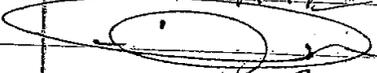
Paul L. Shelton
PAUL L. SHELTON

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~~XXXXXXXXXX~~

May 19, 2006

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


ERIKA RHOVE

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION
MORTGAGE FORECLOSURE/MECHANICS LIEN SECTION**

<p>U. S. BANK, N.A., <i>etc.</i>,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs</p> <p>JOSEPH YOUNES, RICHARD DANIGGELIS, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>)</p>	<p>Case No. 07 CH 29738</p> <p>1720 N Sedgwick Ave. Chicago, IL</p>
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ORDER

THIS MATTER coming before the Court for ruling on the Motion of Plaintiff/Counter-Defendant U.S. Bank National Association (“Plaintiff” or the Bank) for Partial Summary Judgment as to Counts II and III of the Third Amended Complaint and Counts I, II, III and V of Richard Daniggelis’s Amended Counterclaim, and Counter-Plaintiff Daniggelis’s Motions to Strike the Affidavits of Rashad Blanchard and Howard Handville, the Court being fully advised in the premises including the oral arguments presented regarding this and other motions on February 15, 2013;

THE COURT HEREBY ORDERS:

The Bank’s Motion for Partial Summary Judgment is denied in part as moot, and granted in part, and Daniggelis’s Motions to Strike are denied as moot, for the reasons stated below.

Background

This case has been pending before this Court for approximately five and a half years. Voluminous pleadings have been filed, motion practice engaged in and discovery propounded. The relevant factual framework for purposes of the issues raised in the motions presently before the Court, however, can be stated succinctly. In short, Daniggelis claims to be the victim of mortgage rescue fraud. *See, e.g., LaSalle Bank v. Ferone*, 384 Ill. App. 3d 239 (2d Dist. 2008). He asserts that in 2006, Paul Shelton, Erika Rhone and Joseph Younes conspired to dupe him into signing over to Younes a deed to his home, under the guise of rescuing his home from a foreclosure suit then pending against Daniggelis. They then subsequently misused that deed, along with a power of attorney Daniggelis had executed to Rhone, to effectuate a sale to Younes without Daniggelis’s consent.

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The Bank has now moved for partial summary judgment, arguing in essence that the Bank merely provided money to finance a facially valid transaction. As such, the Bank argues, it must be held blameless regardless of whether any such fraud in fact occurred.

The below facts are either uncontradicted or are taken from Daniggelis's December 3, 2009 Verified Third Amended Answer, Affirmative Defenses and Counterclaims, and the Exhibits thereto. For the purposes of this Motion, the Court assumes the truth of the well-pled facts contained therein. The Court makes no finding to that effect, however, as it is not necessary (nor would it be appropriate) to do so at the summary judgment stage.

Defendant Daniggelis has lived at the subject property since 1989. In 2004, he fell behind on his mortgage payments and his lender, Deutsche Bank, filed a foreclosure action against him in this Court. *See Deutsche Bank v. Daniggelis*, No. 04CH10851.

In May 2006, while the Deutsche Bank foreclosure action was still pending, Daniggelis signed a warranty deed transferring the property to Defendant Joseph Younes. Daniggelis has attached that deed as Exhibit G to the Counterclaim.

Also in May 2006, Daniggelis executed a "Limited Power of Attorney For Real Estate Transaction" (POA) in favor of Rhone. Daniggelis has attached the POA as Exhibit L to the Counterclaim.

Exhibit L consists of two pages. Daniggelis asserts that both pages are part of the POA. Page 1 is a typewritten document, captioned as noted above. It is signed by Daniggelis, and names Rhone as his

true and lawful Attorney-In-Fact to act in, manage and conduct all my affairs individually for that purpose in my name and on my behalf to do and execute any or all of the following acts, deeds, and other documents and things, to wit:

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

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

CKA: 1720 North Sedgwick Street Chicago Illinois 60614

PIN#: 14-33-324-044-0000

Other Acts (if any): _____

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

(Counterclaim Exh. L, p. 1.) Page 1 of Exhibit L provides that the POA would remain in effect until revoked in writing, and was in any event irrevocable until June 30, 2006. On its face, Page 1 of Exhibit L contains no restrictions other than as noted above. It does not refer to any additional pages or terms. It bears Daniggelis's signature at the bottom of the page.

Page 2 of Exhibit L is a document handwritten on lined paper. Daniggelis asserts that the page was signed by Rhone (CC ¶ 76), but the Exhibit does not bear any signature. It provides:

AS LONG AS I (RICHARD) DO NOT SIGN
OR SELL WITH ANYONE ELSE
AND PAUL RECEIVES HIS MO [sic]¹
BACK BY EITHER SELLING
JOE YIONES [sic] OR RICHARD PAY
HIM BACK DIRECTLY I ERIKA WILL N
USE THE POWER OF ATTORNEY F
ANY REASON OTHER THAN TODA
PAYMENT OF ANY LEGAL AND MORTGAGE ARREARAGE

(Counterclaim Exh. L, p. 2.)

Subsequently, on July 28, 2006, there was a closing at Stewart Title. Daniggelis did not attend the closing. Where Daniggelis's signature was required on the closing documents, they were signed "Richard Daniggelis, attorney in fact, Erika Rhone." The settlement statement from the closing lists Daniggelis as selling of the property to Younes, for a purchase price of \$833,000.

To finance the property, Younes entered into the loan at issue in the present matter, in the amount of \$583,100, in addition to funds from at least two separate sources. The settlement statement indicated that among the disbursements was a payoff in full of the Daniggelis mortgage with Deutsche Bank, in the amount of \$634,604.55.

Daniggelis attaches as Exhibit DD to his Counterclaim a copy of the warranty deed from Daniggelis to Younes which was recorded with the Cook County Recorder of Deeds on August

¹ The Court has reproduced the text of the Court's copy of the document verbatim including where lines end. Due perhaps to imperfect reproduction, it appears that the rightmost edge of page 2 of Exhibit L may have been cut off, resulting in some letters being omitted.

16, 2006. The document is in most respects identical to the warranty deed Daniggelis claims to have signed in May. The date, however, differs. Exhibit G to the Counterclaim states that it was signed “on this 9th day of May, 2006.” The entire clause is typewritten. The recorded version of the deed, however, states that it was signed “on this 9th day of July, 2006.” The word “July” is handwritten in the document. No initials appear next to it. (Exh. DD.) The notary stamp also contains a handwritten “July.”

In August 2006, Rhone came to Daniggelis’s home, informed him about the July 2006 closing, and tendered him copies of the closing documents, which he refused to accept. In April 2007, Daniggelis filed a Notice of Forgery with the Recorder of Deeds, stating that the deed filed in August 2006 was a forgery.

Daniggelis contends that the deed he signed in May 2006 was intended to take effect only if the property was sold on or before May 31, 2006. He claims that the July 2006 closing took place without his awareness or consent.

Pleadings

Complaint. In 2007, LaSalle Bank filed the instant foreclosure action. The Bank’s third amended complaint, filed October 7 2011, is in three Counts. Count I of the Complaint is a mortgage foreclosure action, asserting that mortgagor Younes has defaulted on the July 2006 loan. Count II of the Bank’s Complaint seeks equitable subrogation to the Deutsche Bank loan which was paid off at the July 2006 closing. Count III of the Complaint seeks to recover principal and interest on the July 2006 loan based on the theory of unjust enrichment.

Counterclaim. Daniggelis answered the Complaint and brought an 11-count Counterclaim. The several counts of the Counterclaim seek relief against many counter-defendants, including the Bank, Younes, Rhone, Shelton, Stewart Title, and others. Multiple legal theories are raised. Only four counts of the Counterclaim are at issue for purposes of the present motion, however. Those are:

Count I: Quiet Title: Invalid Deed

Here Daniggelis seeks to quiet title in himself because the Bank (and others) “knew or should have known that the deed had been altered on its face and was no longer valid when the closing occurred.”

Count II: Quiet Title: Invalid Power of Attorney

Here Daniggelis seeks to quiet title in himself because the Bank (and others) “knew or should have known that Daniggelis did not consent to the closing” because the POA “specified that it was only to be used to pay the arrearages on the Home and not for any other purpose.”

Count III: Rescission Based on Unjust Enrichment

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Here Danigellis seeks to rescind the transaction as against the Bank because the Bank was “unjustly enriched to the extent it received fees from the subject transaction and/or a security interest in Daniggelis’s property and the right to collect interest on the new mortgage executed by Younes.”

Count V: Quiet Title: Based on Erika Rhone and Paul Shelton’s Fraud Against LaSalle Bank, N.A.

Here Danigellis seeks to quiet title in himself because Rhone and Shelton “fraudulently used the Power of Attorney and Warranty Deed to effectuate the sale of the Home to Younes” and the Bank (and others) “knew or should have known that Rhone used the Power of Attorney fraudulently to effectuate the sale to Younes.”

Motion Practice

The Bank has now moved for Summary Judgment on Counts II and III of its Complaint and Counts I, II, III and V of the Daniggelis Counterclaim.

Daniggelis filed no response to the Bank’s Motion, but instead only moved to strike the affidavits of Rashad Blanchard and Howard Handville, which were among the exhibits to the Bank’s Motion. The Bank filed a combined Response to Daniggelis’s Motions to Strike.

Concurrently with Bank’s Motion for Summary Judgment and Daniggelis’s Motions to Strike, numerous other motions were brought.

- The Bank brought a separate motion for summary judgment on Count I of the Complaint (foreclosure) against Younes, Mortgage Electronic Registration Systems, Inc. (“MERS”), and unknown owners and non-record claimants – this motion was not directed against Daniggelis.
- The Bank also moved to find MERS in default.
- Daniggelis moved for summary judgment against the Bank on Counts I, II and III of the Complaint.
- Younes moved for Summary Judgment against Daniggelis, contending that Younes was a bona fide purchaser for value. This motion does not on its face state explicitly the counts of the pleadings towards which it is directed, but does reference Daniggelis’s three quiet title counts against Younes (Counts I, II and V of the counterclaim).

The Court disposed of all motions other than the pending Motion for Summary Judgment and Motions to Strike as provided in its Order of February 15, for the reasons stated on the record at the hearing.

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ANALYSIS

I. Counts II and III of the Third Amended Complaint

The Court denies the Bank's Motion as to Counts II and III of the Third Amended Complaint on the grounds of mootness. At the February 15 hearing, after the Court had disposed of the other motions noted above, the Court inquired of the Bank whether there remained a need to decide the instant motion for summary judgment given the Court's disposition of the other motions – specifically, the Court having granted Younes's Motion for Summary Judgment against Daniggelis and the Bank's Motion for Summary Judgment on Count I of the Complaint. The Bank acknowledged that the instant motion was moot as it pertains to Counts II and III of the Complaint, because those Counts sought relief if the Court found Daniggelis's rights superior to Younes (or declined to rule). Because the Court has granted the Bank a judgment of foreclosure against Younes based on the default on the July 2006 mortgage, and has found Younes to be a bona fide purchaser from Daniggelis, there is no need to resolve Counts II and III of the Complaint.

II. Counts I, II, III and V of the Counterclaim

The Court grants the Bank's Motion for Summary Judgment on Counts I, II, III and V of the Counterclaim. On these matters, the Bank's Motion is a *Celotex*-type motion for summary judgment. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 91 L. Ed. 2d 265, 273, 106 S. Ct. 2548, 2552 (1986). As the Appellate Court has explained:

A defendant who moves for summary judgment may meet its initial burden of production in at least two ways: (1) by affirmatively disproving the plaintiff's case by introducing evidence that, if uncontroverted, would entitle the movant to judgment as a matter of law (traditional test), or (2) by establishing that the nonmovant lacks sufficient evidence to prove an essential element of the cause of action (*Celotex* test).

Williams v. Covenant Med. Ctr., 316 Ill. App. 3d 682, 688-689 (4th Dist. 2000) (citations omitted). Here, the Bank, as Counter-Defendant, argues that Daniggelis lacks evidence to support his counterclaims against the Bank.

In opposing a *Celotex*-type motion, the non-movant may rely on his pleadings. *See Id.*² Thus, the Court assumes for purposes of analysis the truth of the well-pled facts contained in Daniggelis's Counterclaim and the Exhibits thereto.

² By contrast, "a party may not rely upon his or her own verified pleadings to oppose a motion for summary judgment when the movant has" filed a *traditional* motion for summary judgment, and has "supplied evidentiary material, such as an affidavit, that, if uncontradicted, would entitle him or her to judgment as a matter of law." *Gassner v. Raynor Mfg. Co.*, 409 Ill. App. 3d 995, 1005 (2d Dist. 2011).

Count I: Quiet Title: Invalid Deed

The Bank's motion is granted as to Count I. Daniggelis does plead that the warranty deed from himself to Younes "had been altered on its face" and provides evidence in support of that allegation – specifically, Exhibits G and DD to the Counterclaim, the Deed he signed in May 2006 and the Deed recorded with Cook County, with the latter identical but for the July handwritten the signature date.

The difficulty for Daniggelis is that he provides no factual or legal support for his assertion that, assuming the signature date to have been altered, the Bank therefore "knew or should have known that the deed ... was no longer valid when the closing occurred." It is true that any *material* alteration of a written instrument after signature will render the instrument void. *See, e.g., Ruwaldt v. McBride, Inc.*, 388 Ill. 285, 293 (1944). But this rule defines a "material" change as one which "so changes [the instrument's] terms as to give it a different legal effect from what it originally had, and thus work some change in the rights, obligation, interests or relations of the parties." *Id.* By contrast, a change which "could have no effect whatever upon the [instrument] or upon the rights, obligations, interests or relations of the plaintiff and defendant as the parties thereto ... could not be an alteration changing the legal effect of the instrument." *Cities Service Oil Co. v. Viering*, 404 Ill. 538, 547 (1949). Instruments remain fully enforceable notwithstanding an immaterial change. *Id.* Indeed, in *Viering*, the Illinois Supreme Court upheld a decree of specific performance of a land contract notwithstanding the deletion of a signator's name, on the grounds that the signator was not necessary.

In the instant matter, Daniggelis has offered no factual or legal support why the alteration of the signature date would have had any effect on the validity of the document, why the Bank should have believed the modification to have any legal effect on its enforceability, or for that matter why the Bank should have believed the modification to have been made after signature, as opposed to at the time Daniggelis signed the deed. Thus, even assuming the signature date to have been changed after Daniggelis signed it, the Bank is entitled to summary judgment.

Count II: Quiet Title: Invalid Power of Attorney

The Bank is entitled to summary judgment on Count II of the Counterclaim for similar reasons. Daniggelis again has shown no evidence why the Bank "knew or should have known" that the POA "specified that it was only to be used to pay the arrearages on the Home and not for any other purpose." The first page of the POA is facially a complete document. Daniggelis has presented no evidence that the Bank was ever made aware of what he represents to be the second (handwritten) page of the POA, nor why the Bank should have been aware of that page.

Count III: Rescission Based on Unjust Enrichment

The Bank is also entitled to Summary Judgment on Count III, Daniggelis's claim for rescission based on unjust enrichment. Daniggelis has shown no legal or factual basis for his contention that the Bank was "unjustly enriched" by having "received fees from the subject

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transaction and/or a security interest in Daniggelis's property and the right to collect interest on the new mortgage executed by Younes." These matters – fees for extending a loan, a security interest and the right subsequently to collect interest on the loan – are ordinary, if not indeed essential, attributes of a mortgage transaction. Daniggelis has not given any explanation of how they constitute unjust enrichment in the instant case.

Count V: Quiet Title: Based on Erika Rhone and Paul Shelton's Fraud Against LaSalle Bank, N.A.

Finally, the Bank is clearly entitled to summary judgment on Count V of the counterclaim, which seeks to quiet title based on Rhone and Shelton's fraud *against the Bank*. Although Daniggelis asserts that the Bank should have known that Rhone was using the POA fraudulently, he provides no support for that conclusion here, just as he provided none in Count II of the Counterclaim, of which (at least as applied to the Bank) Count V appears to be nothing more than a restatement.

III. Daniggelis Motions to Strike

The Court denies as moot Daniggelis's Motions to Strike Affidavits. As noted above, the Bank's Motion for Summary Judgment on the Counterclaim is a *Celotex*-type Motion, in which the Bank argues it is entitled to judgment because Daniggelis "lacks sufficient evidence to prove an essential element of the cause of action." *Williams*, 316 Ill. App. 3d at 688-689. The Court has found the Bank entitled to judgment on that basis. Accordingly, the Court did not consider the evidentiary material the Bank submitted in support of its Motion as regards Counts II and III of the Complaint. The Motions to Strike are thus moot.

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Accordingly, IT IS HEREBY ORDERED:

Plaintiff's Motion for Summary Judgment is DENIED IN PART AS MOOT, as regards Counts II and III of the Complaint. The Motion is GRANTED as regards Counts I, II, III and V of the Counterclaim.

Counter-Plaintiff's Motions to Strike are DENIED AS MOOT.

ENTER:



Michael F. Otto #2065

Judge

MAR 08 2013
Circuit Court - 2065

This order was sent to the following on the above stamped date:

Mr. Andjelko Galic, Esq. 134 N. LaSalle Street, Suite 1810 Chicago, IL 60602	Mr. Peter King, Esq. King Holloway LLC 101 North Wacker Drive, Suite 2010 Chicago, IL 60606
Mr. Richard Indyke, Esq. 221 N. LaSalle Street, Suite 1200 Chicago, IL 60601	

Counsel for Plaintiff will send copies of this order to all counsel of record not listed.

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Law DIVISION

Litigant List

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Plaintiffs

Plaintiffs Name	Plaintiffs Address	State	Zip	Unit #
GMAC MORTGAGE LLC			0000	
BANK AMERICA NA			0000	
CHICAGO VOLUNTEER LEGAL			0000	
LASALLE			0000	
US BANK NATIONAL ASSOCI			0000	

Total Plaintiffs: 5

Defendants

Defendant Name	Defendant Address	State	Unit #	Service By
DANIGGELIS RICHARD			0000	
GORDON WAYNE WATTS			0000	
HLB MORTGAGE			0000	
INVEST ONE			0000	
LAROCQUE JOHN			0000	
LEGATEES			0000	
MOORE ROBERT			0000	

MORTGAGE ELECTRONICS RE	0000
NON RECORD CLAIMANTS	0000
PHONE ERIKA	0000
SHELTON PAUL	0000
STEWART TITLE ILLINOISZ	0000
TRUST ONE MORTGAGE	0000
UNKNOWN HEIRS	0000
UNKNOWN OWNERS	0000
YOUNES JOSEPH	0000

Total Defendants: **16**