

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

KYLE HADLEY,)
)
Plaintiff,)
)
v.)
BRANDON MCGIVERN,)
)
Defendant.)
)

Case No. **2025CH05527**

**MOTION TO STRIKE EXHIBIT B AS FABRICATED EVIDENCE AND FOR
RULE 137 SANCTIONS**

NOW COMES the Defendant, BRANDON MCGIVERN, respectfully moves this Honorable Court pursuant to 735 ILCS 5/2-615(g) and Illinois Supreme Court Rule 137 for entry of an order:

1. STRIKING EXHIBIT B from Plaintiff's Complaint as fabricated evidence lacking authentication;
2. IMPOSING RULE 137 SANCTIONS against Plaintiff and counsel for presenting falsified documents; and
3. DISMISSING COUNTS II and III or reducing claimed damages that rely on the fabricated exhibit.

I. STATEMENT OF FACTS

A. The Original Equity Tracking Document

1. In July 2022, Defendant created a Google Doc titled "6122 Winthrop - Tenant Equity" to track principal payments made by Plaintiff toward mortgage obligations.

FILED DATE: 6/2/2025 12:00 AM 2025CH05527

2. This document was first shared with Plaintiff (kylewhadley@gmail.com) on May 13, 2024, at 8:20:50 PM, as confirmed by Google Drive sharing logs. See Exhibit 2 (Google Drive Activity Log).

3. The document provided transparency regarding equity calculations during the final months of their housing arrangement from May 2024 through August 2024.

4. Defendant's last edit while sharing with Plaintiff occurred on August 19, 2024, at 2:44 PM. After this date, Defendant ceased tracking equity and made no further entries until after revoking Plaintiff's access. See Exhibit 1 (Version History Screenshots).

5. Defendant restricted Plaintiff's access to all shared documents on January 30, 2025, at 12:45:29 PM, as confirmed by Google Drive activity logs. See Exhibit 2 (Google Drive Activity Log).

6. Defendant's next edit to the document was February 14, 2025, at 5:52 PM - two weeks AFTER revoking Plaintiff's access and specifically to modify the document for litigation purposes.

B. The Fabricated Exhibit B

7. Plaintiff's Exhibit B purports to be Defendant's equity tracking document but contains multiple fabricated alterations:

(a) **Falsified Purchase Price:** The document fraudulently reduces the agreed-upon purchase price from \$320,000 (as stated in the original document and Plaintiff's own February 14, 2025 email) to \$300,000 - a \$20,000 reduction designed to inflate Plaintiff's equity percentage.

(i) **PURCHASE PRICE MANIPULATION:** Comparison of authentic versus fabricated documents reveals deliberate falsification of the fundamental purchase terms:

- Authentic Document (August 19, 2024): Purchase Price \$320,000
- Plaintiff's Exhibit B: Purchase Price \$300,000
- Plaintiff's Own Email (Feb 14, 2025): References \$320,000 agreement
- Financial Impact: \$20,000 reduction artificially inflates Plaintiff's equity claim from 11.5% to 12.3%

(b) Fabricated entries showing:

- September 4, 2024: \$455.00
- October 1, 2024: \$455.00
- October 29, 2024: \$455.00
- December 2, 2024: \$455.00
- January 2, 2025: \$455.00
- February 1, 2025: \$455.00
- March 1, 2025: \$455.00
- April 1, 2025: \$455.00
- May 1, 2025: \$455.00

8. These entries are mathematically and temporally impossible because:

(a) Defendant ceased tracking equity after August 19, 2024 (b) Defendant made no document edits between August 19, 2024 and January 30, 2025 (c) Plaintiff's access was revoked January 30, 2025 (d) Defendant's next edit was February 14, 2025 (after access revocation) (e) Plaintiff could not have obtained data that was never created while he had access.

C. Timeline Proving Fabrication

9. UNDISPUTED TIMELINE PROVING FABRICATION:

- (a) May 13, 2024, 8:20 PM: Document first shared with Plaintiff
- (b) August 19, 2024, 2:44 PM: Defendant's last edit while sharing with Plaintiff
- (c) January 30, 2025, 12:45 PM: Defendant revoked Plaintiff's access
- (d) February 14, 2025, 5:52 PM: Defendant's first edit after revoking access (5+ months later)

10. CRITICAL PROOF: Google Docs version history shows zero edits between August 19, 2024 and February 14, 2025. Therefore, (a) no entries for September 2024 through January 2025 existed and (b) the original purchase price in the document was 320,000, when Plaintiff's access was terminated.

11. FABRICATED ENTRIES: All entries in Exhibit B dated September 2024 through May 2025 are impossible - they reference data that didn't exist when Plaintiff last had legitimate access.

II. LEGAL ARGUMENTS

A. Motion to Strike Under 735 ILCS 5/2-615(g)

12. **Lack of Authentication (Ill. R. Evid. 901)**: Exhibit B fails Illinois authentication requirements because: (a) **No Foundation for Accuracy**: Plaintiff cannot establish that Exhibit B accurately reflects Defendant's records when it contains entries Defendant never made. (b) **Broken Chain of Custody**: Plaintiff's access to the original document was terminated in January 2025, yet Exhibit B contains entries through May 2025. (c) **Timeline Impossibility**: The Google Docs version history conclusively proves

Defendant made no edits between August 19, 2024 (2:44 PM) and February 14, 2025 (5:52 PM) - yet Plaintiff's Exhibit B contains entries throughout this period when Plaintiff had access. See *People v. Taylor*, 76 Ill.2d 289, 302 (1979) (requiring proper foundation for documentary evidence).

13. **Prejudicial Impact Outweighs Probative Value:** (a) **No Foundation for Accuracy:** Plaintiff cannot establish that Exhibit B accurately reflects any legitimate records because: (i) The purchase price contradicts Plaintiff's own contemporaneous statements (ii) The temporal impossibility of post-access entries (iii) Internal inconsistencies between Plaintiff's pleadings and exhibit (b) **False Damage Inflation:** The fabricated entries add \$4,095 to Plaintiff's claimed equity ($\$455 \times 9$ months), representing a 12% inflation of damages. (c) **Mischaracterization of Payments:** The false entries attempt to recharacterize occupancy rent as equity-building payments, fundamentally distorting the nature of the parties' relationship. (d) **Central to False Claims:** Exhibit B represents \$36,852 of Plaintiff's claimed \$39,000+ in damages (94%), making it essential to the complaint's viability. (e) **Self-Contradictory Evidence:** Plaintiff's Exhibit B contradicts his own sworn pleadings and contemporaneous communications: (i) Complaint alleges \$320,000 purchase agreement (ii) February 14, 2025 email references \$320,000 agreement (iii) Exhibit B shows \$300,000 purchase price (iv) This internal contradiction proves fabrication and lack of good faith.

B. Rule 137 Sanctions Are Warranted

14. **Failure to Conduct Reasonable Inquiry:**

(a) **Observable Timeline Problems:** The 5-month gap between Defendant's last shared edit (August 19, 2024) and access revocation (January 30, 2025) - during which

Plaintiff's Exhibit B shows continuous entries - was discoverable through basic investigation.

(b) **Mathematical Impossibilities:** The uniform "\$455.00" monthly amounts don't match any reasonable amortization schedule and should have triggered inquiry.

(c) **No Verification Attempted:** Counsel appears to have made no effort to verify the source or authenticity of Exhibit B before filing.

15. Frivolous Claims Based on False Evidence:

(a) **Multiple Falsifications:**

- \$4,095 in fabricated monthly equity payments
- \$20,000 purchase price reduction
- Total fabricated benefit: \$24,095 (62% of claimed damages)

(b) Quantum Meruit (Count II): Claims "measurable benefits" of \$39,000+ when \$36,852 (94%) is fabricated.

(c) Constructive Trust (Count III): Seeks equitable remedy based primarily on false equity calculations.

(d) Breach of Contract Damages: Inflates actual damages by including fabricated equity figures.

(f) See *Kedzie & 103rd Currency Exchange, Inc. v. Hodge*, 156 Ill.2d 112, 125 (1993) (sanctions appropriate for frivolous claims lacking factual basis).

17. Systematic Deception: The coordinated nature of these falsifications - both temporal entries and fundamental contract terms - demonstrates intentional fraud rather than mere error.

18. **Pattern of Misconduct:** This fabrication follows Plaintiff's documented pattern of: (a) Refusing property access for inspection (May 10, 2025) (b) Disputing proper legal notices (60-day notice to vacate) (c) Making inconsistent financial claims.

III. MATERIALITY TO PLAINTIFF'S CLAIMS

A. Without Exhibit B, Claims Fail as Matter of Law

19. **Breach of Contract (Count I)**

- (a) Plaintiff claims damages "in excess of \$39,000"
- (b) Fabricated equity represents 94% of claimed damages
- (c) Without false figures, damages insufficient to support substantial

breach claim

(d) Actual acknowledged amount: \$30,000 down payment + \$9,217 in unauthorized improvements = \$39,217

20. **Quantum Meruit (Count II)**

- (a) Requires showing measurable benefits conferred beyond ordinary rent
- (b) False equity calculations essential to exceeding rental value
- (c) Unauthorized improvements (\$9,217) + down payment (\$30,000) don't

establish unjust enrichment when offset against below-market occupancy

21. **Constructive Trust (Count III)**

- (a) Depends on substantial contribution to property value
- (b) Fabricated equity figures necessary to claim ownership interest
- (c) Without inflated equity, no basis for equitable remedy over rental

relationship

22. **Impact on Injunctive Relief (Count IV)**

(a) Plaintiff's request to prevent property sale depends on likelihood of success on underlying claims, which collapse without fabricated equity evidence.

IV. ANTICIPATED RESPONSES AND REBUTTALS

A. "Plaintiff Made His Own Calculations"

23. RESPONSE: Google Docs version history shows Defendant made no edits between August 19, 2024 and February 14, 2025. Since Plaintiff's access was revoked January 30, 2025, he could not have obtained any data created after August 19, 2024. Any entries from September 2024 forward are therefore fabricated.

B. "Document Was Collaborative"

24. RESPONSE: Google Docs version history shows only Defendant made edits. Plaintiff had "edit" access, yet not once was documented as making any modifications to the document.

C. "Access Continued After January 2025"

25. RESPONSE: Google Drive activity logs definitively prove access termination. This defense would require perjury to maintain.

V. SUPPORTING EVIDENCE

26. Exhibit 1: Google Docs Version History showing last edit August 19, 2024, 2:44 PM

27. Exhibit 2: Google Drive Activity Log showing access restriction January 30, 2025, 12:45 PM

28. Exhibit 3: Defendant's Declaration Under Penalty of Perjury

29. Exhibit 4: Screenshot of Defendant's original document (ending August 2024)

30. Exhibit 5: Comparison charts showing differences between authentic document and Exhibit B

VI. RELIEF REQUESTED

A. Strike Exhibit B Entirely

- (a) Remove fabricated document from all pleadings
- (b) Prohibit reference to false equity calculations
- (c) Order Plaintiff to rely only on authenticated records

B. Rule 137 Sanctions

Against Plaintiff:

- (a) Monetary sanctions of \$5,000 for costs and fees responding to fabricated evidence
- (b) Warning regarding future false filings

Against Counsel:

- (a) Monetary sanctions of \$10,000 for failure to investigate
- (b) Referral to Illinois Attorney Registration and Disciplinary Commission
- (c) Required authentication affidavits for future exhibits

C. Dismiss or Limit Claims

- (a) Dismiss Counts II and III for failure to state claim after striking fabricated evidence
- (b) Limit Count I damages to exclude fabricated amounts
- (c) Deny injunctive relief lacking factual foundation

D. Expedited Consideration

31. Given the serious nature of fabricated evidence presentation, Defendant requests expedited hearing on this motion.

VII. CONCLUSION

32. The presentation of fabricated evidence strikes at the foundation of judicial integrity. The timeline impossibility—entries dated months after Defendant stopped tracking and revoked Plaintiff's access—proves intentional falsification beyond any reasonable doubt.

33. **The evidence is undeniable:** (a) Google Docs version history: Last shared edit August 19, 2024 (b) Document gap: No edits August 19, 2024 - January 30, 2025 (c) Access revocation: January 30, 2025, 12:45 PM (d) Fabricated entries: September 2024 - May 2025 (during the gap and after revocation) (e) Temporal impossibility: Plaintiff claims data that was never created while he had access.

34. **The harm is substantial and multifaceted:** (a) \$4,095 in false equity inflation (b) \$20,000 purchase price manipulation (c) 62% of claimed damages rest on fabricated evidence (d) Fundamental mischaracterization of agreement terms (e) 94% of equity calculations depend on false data.

35. **The sanctions are necessary:** (a) Deter future misconduct (b) Compensate Defendant for costs of responding to false evidence (c) Maintain public confidence in judicial proceedings (d) Send clear message that fabricated evidence will not be tolerated

36. This Court should strike Exhibit B, impose appropriate sanctions, and dismiss the claims that depend on this manufactured evidence.

WHEREFORE, Defendant respectfully requests this Court grant the relief set forth above and award such other relief as may be just and proper.

Dated May 31, 2025

Respectfully submitted,

/s/ Brandon McGivern

Defendant

Brandon McGivern
5701 N Sheridan Rd, #23G
Chicago, IL 60660



Defendant, Pro Se

EXHIBIT 1

Google Docs Version History showing last edit August 19, 2024, 2:44 PM

FILED DATE: 6/2/2025 12:00 AM 2025CH05527

← August 19, 2024, 2:44 PM

Restore this version



100%

	A	B	C	D	E	F	G
1	Date	Total	\$\$ Applied to Principal				
2	7/1/2022	\$1,440.00	\$300.24				
3	8/2/2022	\$1,440.00	\$301.06				
4	9/2/2022	\$1,440.00	\$301.87				
5	10/6/2022	\$1,560.00	\$300.67				
6	11/7/2022	\$1,560.00	\$301.49				
7	12/13/2022	\$1,560.00	\$302.30				
8	1/4/2023	\$1,560.00	\$303.12				
9	2/10/2023	\$1,560.00	\$303.94				
10	3/6/2023	\$1,560.00	\$304.76				
11	4/4/2023	\$1,280.00	\$306.69				
12	5/3/2023	\$1,280.00	\$327.52				
13	6/14/2023	\$1,280.00	\$328.41				
14	7/5/2023	\$1,280.00	\$329.30				
15	8/5/2023	\$1,280.00	\$330.19				
16	9/5/2023	\$1,200.00	\$309.38				
17	10/5/2023	\$1,200.00	\$310.81				
18	11/7/2023	\$1,200.00	\$311.65				
19	12/5/2023	\$1,200.00	\$312.50				
20	1/5/2024	\$1,200.00	\$313.34				
21	2/5/2024	\$1,200.00	\$314.19				
22	3/5/24	\$1,200.00	\$315.04				
23	3/11/24	\$3,500.00	\$3,500.00	first transfer			
24	3/13/24	\$3,500.00	\$3,500.00	second transfer			
25	3/18/24	\$3,000.00	\$3,000.00	third transfer			
26	4/2/24	\$1,200.00	\$315.90				
27	5/2/24	\$1,200.00	\$316.75				
28	5/13/24	\$3,500.00	\$3,500.00	fourth transfer			
29	5/15/24	\$3,500.00	\$3,500.00	fifth transfer			
30	5/16/24	\$3,000.00	\$3,000.00	sixth transfer			
31	6/5/24	\$1,880.00	\$455.81				
32	6/22/24	\$3,500.00	\$3,500.00	seventh transfer			
33	6/24/24	\$3,500.00	\$3,500.00	eighth transfer			
34	6/27/24	\$3,000.00	\$3,000.00	nineth transfer			
35	7/5/24	\$1,880.00	\$456.67				
36	8/2/24	\$1,880.00	\$458.83				
37							
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Amount paid to principal: \$38,532.43

Version history

All versions

March 6, 1:46 PM

● Brandon McGivern

February

▶ February 28, 12:24 PM

● Brandon McGivern

▶ February 16, 9:49 AM

● Brandon McGivern

February 15, 5:11 PM

● Brandon McGivern

▶ February 15, 7:35 AM

● Brandon McGivern

▶ February 14, 6:15 PM

● Brandon McGivern

August 2024

▶ August 19, 2024, 2:44 PM

August 19, 2024, 2:44 PM

● Brandon McGivern

▶ August 19, 2024, 2:05 PM

● Brandon McGivern

July 2024

July 26, 2024, 1:57 PM

● Brandon McGivern

▶ July 11, 2024, 1:22 PM

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▶ July 4, 2024, 12:53 PM

● Brandon McGivern

June 2024

June 30, 2024, 7:26 PM

● Brandon McGivern

▶ June 24, 2024, 2:04 PM

● Brandon McGivern

EXHIBIT 2

Google Drive Activity Log showing access restriction January 30, 2025, 12:45 PM

6122 N Winthrop Ave, Unit C, Chicago IL 60660

Details Activity

Last year

You restricted access to an item
Jan 30, 2025, 12:45:29 PM

- Kyle Kiki HQ
- kylewhadley@gmail.com
- Anyone on the internet with the link

You edited an item
Aug 19, 2024, 2:46:43 PM

- Kyle Kiki HQ

You edited an item
May 18, 2024, 11:30:39 AM

- Kyle Kiki HQ

You created and shared an item in
May 13, 2024, 8:20:50 PM

- Real Estate
- Kyle Kiki HQ
- brandontrumfio@gmail.com
Editor
- kylewhadley@gmail.com
Editor
- Anyone on the internet with the link

6122 N Winthrop Ave, Unit C, Chicago IL 60660

Details Activity

This year

- You renamed an item
7:35 AM Feb 15
6122 Winthrop
Kiki HQ
- You edited an item
7:33 AM Feb 15
Kiki HQ
- You moved an item to
5:50 PM Feb 14
Lawsuit
Kiki HQ

Last year

- You renamed an item
Jan 30, 2025, 1:01:21 PM
Kiki HQ
Kyle Kiki HQ
- You restricted access to an item
Jan 30, 2025, 12:45:29 PM
Kyle Kiki HQ

kylewhadley@gmail.com

6122 N Winthrop Ave, Unit C, Chicago IL 60660

Details Activity

This month

- You edited an item
4:56 PM May 14
6122 N Winthrop Av...
- You renamed an item
9:25 PM May 13
6122 N Winthrop Av...
6122 Winthrop
- You edited an item
9:22 PM May 13
6122 Winthrop
- You edited an item
12:12 PM May 2
6122 Winthrop

Last month

- You edited an item
1:02 PM Apr 9
6122 Winthrop

This year

EXHIBIT 3

Defendant's Declaration Under Penalty of Perjury

UNSWORN DECLARATION OF BRANDON MCGIVERN

STATE OF ILLINOIS, COUNTY OF COOK

I, BRANDON MCGIVERN, declare under penalty of perjury under the laws of the State of Illinois that the following is true and correct:

1. I am over eighteen (18) years of age, have personal knowledge of the facts stated herein, and am the record owner of 6122 N Winthrop Ave Unit C, Chicago, Illinois 60660.
2. I created the equity tracking document titled "6122 Winthrop - Tenant Equity" in Google Docs and shared it with Kyle Hadley (kylewhadley@gmail.com) on May 13, 2024, at 8:20:50 PM.
3. My last edit to this document while sharing with Mr. Hadley was August 19, 2024, at 2:44 PM.
4. I made NO EDITS to the document between August 19, 2024, and January 30, 2025, when I revoked Mr. Hadley's access at 12:45:29 PM.
5. My next edit was February 14, 2025, at 5:52 PM - after access revocation.
6. Plaintiff's Exhibit B contains fabricated entries dated September 2024 through May 2025 that I did not create and that did not exist when Mr. Hadley had access to the document.
7. Plaintiff's Exhibit B falsely shows the purchase price as \$300,000. The actual agreed price was \$320,000, as confirmed by my July 29, 2024 letter and Mr. Hadley's own February 14, 2025 email.
8. The Google Docs version history attached as Exhibits 1 and 2 proves these falsifications are technically impossible given the documented timeline of document access and edits.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 31 2025, in Chicago, Illinois

/s/ Brandon McGivern

BRANDON MCGIVERN

Defendant

EXHIBIT 4

Screenshot of Defendant's original document (ending August 2024)

← August 19, 2024, 2:44 PM

Restore this version



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	A	B	C	D	E	F	G
1	Date	Total	\$\$ Applied to Principal				
2	7/1/2022	\$1,440.00	\$300.24				
3	8/2/2022	\$1,440.00	\$301.06				
4	9/2/2022	\$1,440.00	\$301.87				
5	10/6/2022	\$1,560.00	\$300.67	Amount paid to principal:	\$38,532.43		
6	11/7/2022	\$1,560.00	\$301.49				
7	12/13/2022	\$1,560.00	\$302.30				
8	1/4/2023	\$1,560.00	\$303.12				
9	2/10/2023	\$1,560.00	\$303.94				
10	3/6/2023	\$1,560.00	\$304.76				
11	4/4/2023	\$1,280.00	\$306.69				
12	5/3/2023	\$1,280.00	\$327.52				
13	6/14/2023	\$1,280.00	\$328.41				
14	7/5/2023	\$1,280.00	\$329.30				
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20	1/5/2024	\$1,200.00	\$313.34				
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23	3/11/24	\$3,500.00	\$3,500.00	first transfer			
24	3/13/24	\$3,500.00	\$3,500.00	second transfer			
25	3/18/24	\$3,000.00	\$3,000.00	third transfer			
26	4/2/24	\$1,200.00	\$315.90				
27	5/2/24	\$1,200.00	\$316.75				
28	5/13/24	\$3,500.00	\$3,500.00	fourth transfer			
29	5/15/24	\$3,500.00	\$3,500.00	fifth transfer			
30	5/16/24	\$3,000.00	\$3,000.00	sixth transfer			
31	6/5/24	\$1,880.00	\$455.81				
32	6/22/24	\$3,500.00	\$3,500.00	seventh transfer			
33	6/24/24	\$3,500.00	\$3,500.00	eighth transfer			
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Version history

All versions

March 6, 1:46 PM

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February

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February 15, 5:11 PM

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▶ February 15, 7:35 AM

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▶ February 14, 6:15 PM

● Brandon McGivern

August 2024

▶ August 19, 2024, 2:44 PM



August 19, 2024, 2:44 PM

● Brandon McGivern

▶ August 19, 2024, 2:05 PM

● Brandon McGivern

July 2024

July 26, 2024, 1:57 PM

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June 2024

June 30, 2024, 7:26 PM

● Brandon McGivern

▶ June 24, 2024, 2:04 PM

● Brandon McGivern

← August 19, 2024, 2:43 PM Restore this version

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	A	B	C	D	E	F	G	H	I	J	K
1	Date	Loan	Monthly Payment	Amount Left		Purchase Price	Taxes/Fees (10%)	Walk-away \$\$	Less Kyle's Equity		Kyle's Equity
2	7/11/2024	1st mortgage	\$1,200	\$162,400	3.25%	\$320,000	\$3,200	\$44,590	\$6,058		\$38,532.43
3		2nd mortgage	\$678	\$109,810	5.89%						
4		Total	\$1,878	\$272,210							

KyleEquity | Loan Balances | Mortgage Options

Version history: All versions

- February 15, 7:35 AM (Brandon McGivern)
- February 14, 6:15 PM (Brandon McGivern)
- August 2024
- August 19, 2024, 2:44 PM (Brandon McGivern)
- August 19, 2024, 2:43 PM** (Brandon McGivern)
- August 19, 2024, 2:05 PM (Brandon McGivern)
- July 2024
- July 26, 2024, 1:57 PM (Brandon McGivern)
- July 11, 2024, 1:22 PM (Brandon McGivern)
- July 4, 2024, 12:53 PM (Brandon McGivern)

Show changes

← August 19, 2024, 2:43 PM Restore this version

100%

	A	B	C	D	E	F	G	H	I	J	K
1		Amount to Finance	Monthly cost on 7% interest								
2	Loan (20 % down)	\$256,000	\$2,203								
3	Savings per month		\$123								
4											
5	Loan (10% down)	\$288,000	\$2,656	Includes 1% PMI							
6	Savings per month		\$576								
7											
8											
9				Current Mortgage Payment (includes ~500/mo in taxes and insurance)	\$2,080						
10											
11	1st mortgage	3.25%	\$315/mo in equity								
12	2nd mortgage	5.89%	\$133/mo in equity								
13			\$448/mo in equity								

KyleEquity | Loan Balances | Mortgage Options

Version history: All versions

- February 15, 7:35 AM (Brandon McGivern)
- February 14, 6:15 PM (Brandon McGivern)
- August 2024
- August 19, 2024, 2:44 PM (Brandon McGivern)
- August 19, 2024, 2:43 PM** (Brandon McGivern)
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- July 2024
- July 26, 2024, 1:57 PM (Brandon McGivern)
- July 11, 2024, 1:22 PM (Brandon McGivern)
- July 4, 2024, 12:53 PM (Brandon McGivern)

Show changes

EXHIBIT 5

Comparison charts showing differences between authentic document and Exhibit B

Exhibit B - As Submitted

Actual Tracking Sheet

← August 19, 2024, 2:44 PM Restore this version

100%

Date	Total	\$\$ Applied to Principal	
7/1/2022	\$1,440.00	\$300.24	
8/2/2022	\$1,440.00	\$301.06	
9/2/2022	\$1,440.00	\$301.87	
10/6/2022	\$1,560.00	\$300.67	Amount paid to principal: \$36,852.43
11/7/2022	\$1,560.00	\$301.49	
12/13/2022	\$1,560.00	\$302.30	
1/4/2023	\$1,560.00	\$303.12	
2/10/2023	\$1,560.00	\$303.94	
3/6/2023	\$1,560.00	\$304.76	
4/4/2023	\$1,280.00	\$306.69	
5/3/2023	\$1,280.00	\$327.52	
6/14/2023	\$1,280.00	\$328.41	
7/5/2023	\$1,280.00	\$329.30	
8/5/2023	\$1,280.00	\$330.19	
9/5/2023	\$1,200.00	\$309.38	
10/5/2023	\$1,200.00	\$310.81	
11/7/2023	\$1,200.00	\$311.65	
12/5/2023	\$1,200.00	\$312.50	
1/5/2024	\$1,200.00	\$313.34	
2/5/2024	\$1,200.00	\$314.19	
3/5/24	\$1,200.00	\$315.04	
3/13/24	\$3,500.00	\$3,500.00	second transfer
3/18/24	\$3,000.00	\$3,000.00	third transfer
4/2/24	\$1,200.00	\$315.90	
5/2/24	\$1,200.00	\$316.75	
5/13/24	\$3,500.00	\$3,500.00	fourth transfer
5/15/24	\$3,500.00	\$3,500.00	fifth transfer
5/16/24	\$3,000.00	\$3,000.00	sixth transfer
6/5/24	\$1,880.00	\$455.81	
6/22/24	\$3,500.00	\$3,500.00	seventh transfer
6/24/24	\$3,500.00	\$3,500.00	eighth transfer
6/27/24	\$3,000.00	\$3,000.00	nineth transfer
7/5/24	\$1,880.00	\$456.67	
8/2/24	\$1,880.00	\$458.83	
09/04/2024	\$1,880.00	\$455.00	
10/01/2024	\$2,080.00	\$455.00	
10/29/2024	\$2,080.00	\$455.00	
12/02/2024	\$2,080.00	\$455.00	
01/02/2025	\$2,080.00	\$455.00	
02/01/2025	\$2,080.00	\$455.00	
3/1/25	\$2,080.00	\$455.00	
4/1/25	\$2,080.00	\$455.00	
5/1/25	\$2,080.00	\$455.00	

Date	Total	\$\$ Applied to Principal	
7/1/2022	\$1,440.00	\$300.24	
8/2/2022	\$1,440.00	\$301.06	
9/2/2022	\$1,440.00	\$301.87	
10/6/2022	\$1,560.00	\$300.67	Amount paid to principal: \$38,532.43
11/7/2022	\$1,560.00	\$301.49	
2/13/2022	\$1,560.00	\$302.30	
1/4/2023	\$1,560.00	\$303.12	
2/10/2023	\$1,560.00	\$303.94	
3/6/2023	\$1,560.00	\$304.76	
4/4/2023	\$1,280.00	\$306.69	
5/3/2023	\$1,280.00	\$327.52	
6/14/2023	\$1,280.00	\$328.41	
7/5/2023	\$1,280.00	\$329.30	
8/5/2023	\$1,280.00	\$330.19	
9/5/2023	\$1,200.00	\$309.38	
10/5/2023	\$1,200.00	\$310.81	
11/7/2023	\$1,200.00	\$311.65	
12/5/2023	\$1,200.00	\$312.50	
1/5/2024	\$1,200.00	\$313.34	
2/5/2024	\$1,200.00	\$314.19	
3/5/24	\$1,200.00	\$315.04	
3/11/24	\$3,500.00	\$3,500.00	first transfer
3/13/24	\$3,500.00	\$3,500.00	second transfer
3/18/24	\$3,000.00	\$3,000.00	third transfer
4/2/24	\$1,200.00	\$315.90	
5/2/24	\$1,200.00	\$316.75	
5/13/24	\$3,500.00	\$3,500.00	fourth transfer
5/15/24	\$3,500.00	\$3,500.00	fifth transfer
5/16/24	\$3,000.00	\$3,000.00	sixth transfer
6/5/24	\$1,880.00	\$455.81	
6/22/24	\$3,500.00	\$3,500.00	seventh transfer
6/24/24	\$3,500.00	\$3,500.00	eighth transfer
6/27/24	\$3,000.00	\$3,000.00	nineth transfer
7/5/24	\$1,880.00	\$456.67	
8/2/24	\$1,880.00	\$458.83	

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Exhibit B - As Submitted

	Amount to Finance	Monthly cost on 7% interest	
Loan (20 % down)	\$256,000	\$2,203	
Savings per month		\$123	
Loan (10% down)	\$288,000	\$2,656	Includes 1% PMI
Savings per month		\$576	
			Current Mortgage Payment (includes ~500/mo in taxes and insurance)
			\$2,080
1st mortgage	3.25%	~\$315/mo in equity	
2nd mortgage	5.89%	~\$133/mo in equity	
		~\$448/mo in equity	

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Actual Tracking Sheet

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	A	B	C	D	E	F	G	H	I	J	K
1		Amount to Finance	Monthly cost on 7% interest								
2	Loan (20 % down)	\$256,000	\$2,203								
3	Savings per month		\$123								
4											
5	Loan (10% down)	\$288,000	\$2,656	Includes 1% PMI							
6	Savings per month		\$576								
7											
8											
9				Current Mortgage Payment (includes ~500/mo in taxes and insurance)	\$2,080						
10											
11	1st mortgage	3.25%	\$315/mo in equity								
12	2nd mortgage	5.89%	\$133/mo in equity								
13			\$448/mo in equity								
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☰ KyleEquity ▾ Loan Balances ▾ Mortgage Options ▾
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Version history

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- February 15, 7:35 AM
● Brandon McGivern
- February 14, 6:15 PM
● Brandon McGivern
- August 2024
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● Brandon McGivern
- August 19, 2024, 2:05 PM
● Brandon McGivern
- July 2024
- July 26, 2024, 1:57 PM
● Brandon McGivern
- July 11, 2024, 1:22 PM
● Brandon McGivern
- July 4, 2024, 12:53 PM
● Brandon McGivern

Exhibit B - As Submitted

Date	Loan	Monthly Payment	Amount Left		Purchase Price	Taxes/Fees (10%)	Walk-away \$\$	Less Kyle's Equity	Kyle's Equity
7/11/2024	1st mortgage	\$1,200	\$162,400	3.25%	\$300,000	\$3,000	\$24,790	-\$12,062	\$36,852.43
	2nd mortgage	\$678	\$109,810	5.89%					
	Total	\$1,878	\$272,210						



FILED DATE: 6/2/2025 12:00 AM 2025CH05527
 FILED DATE: 5/21/2025 12:24 PM 2025CH05527

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	A	B	C	D	E	F	G	H	I	J	K
1	Date	Loan	Monthly Payment	Amount Left		Purchase Price	Taxes/Fees (10%)	Walk-away \$\$	Less Kyle's Equity		Kyle's Equity
2	7/11/2024	1st mortgage	\$1,200	\$162,400	3.25%	\$320,000	\$3,200	\$44,590	\$6,058		\$38,532.43
3		2nd mortgage	\$678	\$109,810	5.89%						
4		Total	\$1,878	\$272,210							
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☰ KyleEquity ▾ Loan Balances ▾ Mortgage Options ▾
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