

## **Communication History**

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Kyle,

I am not sure how to have this conversation with you, so I wrote it down so I could organize my thoughts better.

I have decided that I am going to move out of the house completely. I wanted to make this work, but it seems to be causing a lot of conflict between us, and I hate that. I am under such an extreme amount of stress already (and have been for the past two years) dealing with the mess with my business and house in Mexico, and I cannot have additional stressors in my life when I come back to Chicago.

**This week:**

- We can get all the utilities out of my name and into yours this week (Water, Gas, Electric, + Internet). This way you will be able to take care of those monthly costs instead of me. Since the mortgage is still in my name, I will take care of paying that bill and you can send me that amount (currently \$1,880) every month on the first. So then you will not have to wait until I send you an email with the totals.
- I am going to rent a storage unit and move all of my things out of the house before I go back to Mexico on Monday. As previously agreed, I will be leaving most of my furniture. I know you got rid of a lot of your larger items and I want to make sure you wouldn't have to replace any of those things specifically.

**House Purchase**

- I need to sell the house to you as soon as possible, by the end of this year at the latest. I was always under the impression that our agreement was for you to buy the house when your condo sold. Unfortunately, I'm not comfortable having a mortgage in my name for a property that I don't reside in. Also, because of my mess in Mexico, there is a good chance that I will need the available credit to take a personal loan.

Let me know when you want to talk details.

Brandon

FILED DATE: 5/20/2025 11:41 AM 20251707919

# Sub-exhibit A-2: October 2024 Text Messages (Purchase agreement acknowledgment)

Sent	10/09/2024 5:51:59 PM	Kyle Hadley (+1586864519 4)	But anyway, Kelly will be here with a truck and I wanted to stop by on Sunday to get my last things for her. Probably 12:30ish, we have brunch with my mom first.
Sent	10/09/2024 5:55:31 PM	Kyle Hadley (+1586864519 4)	The mini-fridge, the wingback chair, the pink poof, and the MAC posters. Then the only things I have left are my sofa table and that bench I built. I don't know if we have room or not to take them, so we'll have to just see on Sunday.
Received	10/09/2024 5:56:05 PM	Kyle Hadley (+1586864519 4)	Sofa table?
Sent	10/09/2024 5:56:22 PM	Kyle Hadley (+1586864519 4)	That thing up in my old room, that matches the bench
Received	10/09/2024 5:57:24 PM	Kyle Hadley (+1586864519 4)	I thought you were leaving that and the table in the basement, as long as I gave you first right of refusal if I wanted to get rid of it. But that's fine.
Received	10/09/2024 5:57:41 PM	Kyle Hadley (+1586864519 4)	I do want to keep the beverage fridge though.
Sent	10/09/2024 6:00:09 PM	Kyle Hadley (+1586864519 4)	She just has the truck now and I don't know what I'll do with them if you want to get rid of them down the road and I don't have a storage unit here any longer is all.
Sent	10/09/2024 6:01:22 PM	Kyle Hadley (+1586864519 4)	These two things were just a maybe anyway, I wasn't sure how much room is in the truck. I can leave them for now.
Received	10/09/2024 6:02:27 PM	Kyle Hadley (+1586864519 4)	You said you would leave them unless I wanted to get rid of them. If that's changed, take them now.
Sent	10/09/2024 6:03:35 PM	Kyle Hadley (+1586864519 4)	Okay. I am fine with that. On the condition that I'll need a couple months notice before you get rid of them is all, so I can coordinate something.
Received	10/09/2024 6:03:51 PM	Kyle Hadley (+1586864519 4)	Oh totally
Received	10/09/2024 6:04:16 PM	Kyle Hadley (+1586864519 4)	I wouldn't be that much of a bitch. If I wanted to get rid of them, I'd put them in the attic until you can get them
Sent	10/09/2024 6:04:24 PM	Kyle Hadley (+1586864519 4)	👉 to "I wouldn't be that much of a bitch. If I wanted to get rid of them, I'd put them in the attic until you can get them "
Sent	10/09/2024 6:05:15 PM	Kyle Hadley (+1586864519 4)	But I am going to take the fridge, I am sorry. It's one of the main reasons she is driving up with the truck this weekend.
Received	10/09/2024 6:05:43 PM	Kyle Hadley (+1586864519 4)	My birthday present? Ok cool.
Sent	10/09/2024 6:06:23 PM	Kyle Hadley (+1586864519 4)	Sorry boo
Received	10/09/2024 6:06:35 PM	Kyle Hadley (+1586864519 4)	No you're not
Sent	10/09/2024 6:06:51 PM	Kyle Hadley (+1586864519 4)	👉 to "No you're not "
Received	10/09/2024 6:07:25 PM	Kyle Hadley (+1586864519 4)	You're not.
Sent	10/09/2024 6:08:25 PM	Kyle Hadley (+1586864519 4)	I am giving to her for her new salon.
Received	10/09/2024 6:09:13 PM	Kyle Hadley (+1586864519 4)	You're giving her the fridge, that you gave me for my birthday, for her salon. I understand. It's kind of a shitty move. And you're lot sorry. Just own it.

Sent	10/09/2024 6:13:29 PM	Kyle Hadley (+1586864519 4)	I did not buy you a \$550 fudge for your birthday. I've never given anyone a present that expensive in my whole life. I believe I upgraded all those things to create more storage and better organization for your birthday. The items themselves were not a gift
Received	10/09/2024 6:20:17 PM	Kyle Hadley (+1586864519 4)	So when you said, "your birthday gift is arriving tomorrow, would you be there to receive it"...
Received	10/09/2024 6:20:24 PM	Kyle Hadley (+1586864519 4)	That's cool.
Received	10/09/2024 6:21:08 PM	Kyle Hadley (+1586864519 4)	I'll have it waiting outside for you
Received	10/09/2024 6:21:40 PM	Kyle Hadley (+1586864519 4)	Glad Kelly's salon is more important.
Sent	10/09/2024 6:29:27 PM	Kyle Hadley (+1586864519 4)	I am sorry we had a miscommunication there. I am not the villain, I am giving you almost \$50k worth of my furnishings in that house. I thought if I could give a couple things to my other lifelong friend, that wouldn't be a huge deal.
Received	10/09/2024 6:31:17 PM	Kyle Hadley (+1586864519 4)	We didn't have a miscommunication. And stop saying you're "giving" me things. We made an agreement for me purchasing them. Did restoration hardware "give" you the couch? No... you bought it.
Sent	10/09/2024 6:38:05 PM	Kyle Hadley (+1586864519 4)	I hate this. This is why I wanted to just take everything I was going to the last time I was here. To avoid this specifically. I am sorry that you feel like I have somehow totally fucked you over. It sucks that you feel that way. The house could have sold 2 years ago for about 320k, that was not including the furniture, but as you friend I said you could also have most of the furniture. Any way you look at it, I am giving you at least some of those items because the house would never have sold for only 280k.
Sent	10/09/2024 6:41:04 PM	Kyle Hadley (+1586864519 4)	It doesn't matter now, though, that was two years ago. I wish we could move past all of this and you would stop feeling like I have screwed you over.
Received	10/09/2024 6:44:13 PM	Kyle Hadley (+1586864519 4)	Sell the house. I'll move out.
Received	10/09/2024 6:44:19 PM	Kyle Hadley (+1586864519 4)	I'm over it.
Sent	10/09/2024 6:44:32 PM	Kyle Hadley (+1586864519 4)	I am trying to sell it to you
Received	10/09/2024 6:44:55 PM	Kyle Hadley (+1586864519 4)	The reason I move in was FOR YOU. And somehow you have this idea that you're doing me favors. You asked ME to move in.
Received	10/09/2024 6:45:22 PM	Kyle Hadley (+1586864519 4)	You never and I mean NEVER recognized that. That I did this to help you make you other dreams happen.
Received	10/09/2024 6:46:15 PM	Kyle Hadley (+1586864519 4)	Let me know when you want me out. Please return all the money I have sent. Also, I'll send you the bill for the AC (around 8k)
Sent	10/09/2024 6:46:35 PM	Kyle Hadley (+1586864519 4)	Yes, it helped immensely when you moved in, of course, and it was also mutually beneficial. You benefited too
Sent	10/09/2024 6:46:47 PM	Kyle Hadley (+1586864519 4)	I don't understand why you are so angry.
Sent	10/09/2024 6:48:27 PM	Kyle Hadley (+1586864519 4)	The plan was always for you to buy the place when your other condo sold.
Sent	10/09/2024 6:50:27 PM	Kyle Hadley (+1586864519 4)	I think we should talk about this later. I just wanted to coordinate picking up the last of my things.
Sent	10/09/2024 6:53:02 PM	Kyle Hadley (+1586864519 4)	I said many times how happy I was that you were there and how much I enjoyed living with you. I am sorry that I didn't communicate that well enough, though.
Received	10/09/2024 6:56:44	Kyle Hadley (+1586864519	Not what I said.

	PM	4)	
Sent	10/09/2024 7:00:43 PM	Kyle Hadley (+1586864519 4)	That is what I meant when I said these things. I was so happy that you were there so I could work on my other plans in Puerto, yes. You helped me out a lot.
Sent	10/09/2024 7:03:31 PM	Kyle Hadley (+1586864519 4)	I don't know what else to say. I guess, maybe sleep on it and get back with me tomorrow.
Sent	10/09/2024 7:09:21 PM	Kyle Hadley (+1586864519 4)	**just one more thing to add to this. I told other people all the time how awesome it was that you were there and going to buy the place and how it was really helping me out. I should have communicated that to you, more clearly. I am sorry for that.
Sent	10/11/2024 2:06:39 PM	Kyle Hadley (+1586864519 4)	Hey, I didn't hear back from you yesterday. Planning on being there between 12:00 and 12:30pm on Sunday to pick up my things with Kelly. Just wanted to make sure I'd be able to get in to grab them. Thanks.
Sent	10/11/2024 11:29:25 PM	Kyle Hadley (+1586864519 4)	Hey, just wanted to get a confirmation for Sunday please.
Sent	10/12/2024 11:02:30 AM	Kyle Hadley (+1586864519 4)	Hey man, please respond to me.
Sent	10/12/2024 11:27:51 AM	Kyle Hadley (+1586864519 4)	???
Received	10/12/2024 11:29:06 AM	Kyle Hadley (+1586864519 4)	You haven't really asked me a question. You have just told me what's happening.
Sent	10/12/2024 11:29:59 AM	Kyle Hadley (+1586864519 4)	Okay. Can you confirm that I will be able to access and pick up my things on Sunday between 12:00pm and 12:30pm?
Received	10/12/2024 11:37:46 AM	Kyle Hadley (+1586864519 4)	You will be able to access your things
Sent	10/12/2024 11:38:42 AM	Kyle Hadley (+1586864519 4)	Thank you.
Received	10/13/2024 1:06:04 PM	Kyle Hadley (+1586864519 4)	Everything is outside. I have a friend staying with me for a week that has 4 (yes...4) collies staying in the basement- and Lola is supposed to keep activity low right now. So I thought it would just be easier. Fridge, ottoman and posters are in the back. Chair is in the front. I'm off to showings
Sent	10/13/2024 1:08:15 PM	Kyle Hadley (+1586864519 4)	Okay, heading there now
Sent	10/13/2024 1:29:33 PM	Kyle Hadley (+1586864519 4)	Thank you.
Sent	11/04/2024 5:36:56 PM	Kyle Hadley (+1586864519 4)	Hi Kyle. I wanted to check in and see where you were with the house? Are you planning/interested in purchasing it still, or do I need to look into other options?
Received	11/04/2024 5:53:09 PM	Kyle Hadley (+1586864519 4)	If 🍊 🍷 wins, I'm moving to Canada.
Received	11/04/2024 5:53:10 PM	Kyle Hadley (+1586864519 4)	I'm still planning on it. I'm waiting on a reply from a tax consultant. If they come back with bad news- I'll be asking my parents to assist.
Sent	11/04/2024 5:54:05 PM	Kyle Hadley (+1586864519 4)	Okay. Thanks for the heads up. Keep me posted.
Sent	11/04/2024 5:55:21 PM	Kyle Hadley (+1586864519 4)	🙄 to "If 🍊 🍷 wins, I'm moving to Canada. "
Sent	11/04/2024 5:57:35 PM	Kyle Hadley (+1586864519 4)	Fingers crossed for a Harris sweep
Sent	12/02/2024 4:52:48 PM	Kyle Hadley (+1586864519 4)	Hey Kyle, can you send me the rent please. Thanks.



(no subject)

5 messages

Kyle Hadley [redacted]@gmail.com>

Fri, Feb 14, 2025 at 11:20 PM

to: Brandon McGivern [redacted]

Brandon,  
Since you have chosen to involve an attorney at this point, I think all of our interactions should be documented. If you would prefer for me to communicate directly with your attorney, please include in their information.

In regards to the sale of 6122 N Winthrop:  
During our initial conversations, our plan was for me to purchase the property after the sale of 6166 N Sheridan. Months later, I informed you that due to unforeseen circumstances, obtaining a mortgage would be a long and difficult process. You then agreed to hold onto the mortgage as it would be beneficial for both of us, as you would not have to secure storage for your belongings, and would have a place to stay when you were in the US.

With this change in plan, I proceeded to make decisions that would not have been possible if I was still planning on taking over the mortgage at that time. This includes giving you \$30,000 towards the eventual sale. I also replaced the washer and dryer at a cost of \$2,142.28- as well as the air conditioner at a cost of \$8,075.

No matter the outcome of our situation, I will still be moving forward to placing myself in a position to obtain a new mortgage. It does not appear I will be able to do that in the next 4 months. If this does not satisfy you, please return the \$30,000 plus cost of air conditioner and washer/dryer, for a total reimbursement of 40,217. I will begin to make other living arrangements.

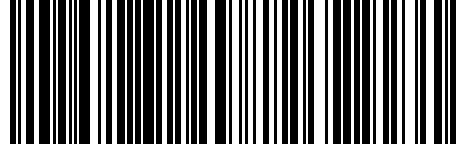
-Kyle

FILED DATE: 5/20/2025 11:41 AM

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

11076071.1.1c-8

**USPS CERTIFIED MAIL**



**9214 8901 4298 0413 7048 55**

0011076071000011

Kyle Hadley  
6122 N Winthrop Ave Unit C  
Chicago IL 60660



FILED DATE: 5/20/2025 11:41 AM 20251707919

**See Important Information Enclosed**

February 15, 2025

Via Certified Mail - Return Receipt Requested

Kyle Hadley

6122 N Winthrop Ave Unit C

Chicago, Illinois 60660

Dear Mr. Hadley:

I am writing to formally address our current situation regarding the property at 6122 N Winthrop Ave Unit C, Chicago, Illinois 60660.

As documented in my letter dated July 29, 2024, I stated my need to complete the sale of the property by the end of 2024. Pursuant to our previous correspondence, multiple attempts to communicate via text message and telephonic communication from July 29, 2024, through February 15, 2025, have been met with substantial non-responsiveness, constituting a material breach of our prior agreements. This letter serves to formally document the current situation and outline available options moving forward.

### Background

- In 2022, we entered into a verbal agreement for you to purchase the property for \$320,000, with this price reflecting a significant discount due to your agreement to handle the transaction in your professional capacity as a licensed real estate agent with no commission.
- Furthermore, the original agreement included approximately \$40,000 worth of furnishings that have sustained damage during your tenancy. These furnishings were to be included in the sale price and their current condition significantly impacts their value and the overall property value.
- You have invested \$30,000 toward the purchase price and made certain property modifications, including:
  - Replacement of an existing AC unit (\$8,075) without prior consultation or documentation of original unit's condition
  - Replacement of functioning washer/dryer (\$2,142.28) without approval, resulting in disposal of my property
- The original agreement was predicated on your purchase of the property following the sale of your condo. Your condo sold in October 2023, yet the purchase has not been completed.
- In your email dated February 14, 2025, you stated that you are unable to secure financing within the next four months and requested return of your investments totaling \$40,217.



This confirms that you are unable to complete the purchase under our original agreement terms.

- Monthly payments received, ranging from \$1,200 to \$2,080, are acknowledged solely as compensation for property use and occupancy. Pursuant to the Illinois Installment Sales Contract Act (815 ILCS 35/), these payments do not accrue as purchase credits and were significantly below market rate, thereby providing you substantial benefit during your tenancy.
- The ongoing situation has created additional complications and burdens:
  - While you maintain full access with keys and security system codes, you have denied me access to my own property
  - You maintain exclusive remote access to the property's security and temperature control systems
  - The continued mortgage liability affects my credit and borrowing capacity
  - Your limited communication since July 2024 has prevented resolution of these issues
  - Your denial of my access rights as property owner violates Illinois landlord-tenant law

### Current Status

The original verbal agreement is hereby terminated pursuant to multiple material breaches, including but not limited to:

- Violation of contractual timeline as specified in our original agreement, constituting a material breach under 810 ILCS 5/2-612 of the Uniform Commercial Code, specifically failing to complete the purchase by the December 2024 deadline;
- Persistent non-communication in violation of the implied covenant of good faith and fair dealing, as evidenced by extended periods of unresponsiveness despite documented attempts to communicate, which substantially impairs the purpose of our original agreement;
- Unauthorized modifications to the property in direct contravention of 765 ILCS 705/3, which requires landlord consent for substantial property alterations;
- Violation of property owner access rights under 765 ILCS 730/10, which explicitly protects the property owner's right to access and inspect their own property;
- Continued occupation at a rate below fair market value without completing the purchase, which constitutes a breach of the original agreement's intent and spirit;
- Explicit acknowledgment of inability to secure financing within the agreed-upon timeline, as confirmed by your February 14, 2025 correspondence, rendering the original agreement commercially impracticable under Illinois contract law.

These cumulative breaches constitute sufficient grounds for termination of the existing agreement, with all rights reserved to pursue appropriate legal remedies.

## Available Options

### **1. Deferred Purchase at Market Value**

- New written lease at current market rate (\$2,500/month)
- Purchase must be completed within 12 months (accounting for your stated need of at least 4 months to secure financing)
- Purchase price at current market value
- Return of \$30,000 investment credited at closing
- Credit for improvements (subject to documentation and adjustment for disposed property)
- Written agreements for both lease and purchase required
- Monthly rent not credited toward purchase
- Damage to property and furnishings must be addressed prior to closing
- Previous monthly payments were for use and occupancy only and do not create credits toward purchase
- Security system and remote access credentials to be updated
- Security deposit required at current market rate
- Professional inspection required before new agreement execution

### **2. Termination and Separation**

- Return of your \$30,000 investment upon sale of property, less:
  - i. Cost of repairs for all documented damage to the property and furnishings
  - ii. Specific deductions for damage to the approximately \$40,000 in furnishings that were to be included in sale, including:
    1. Restoration/repair costs
    2. Replacement costs where necessary
    3. Loss of value due to excessive wear and tear
    4. Cleaning costs for upholstered items
  - iii. Cost to restore unauthorized modifications
  - iv. Difference between paid rent and market rate since July 2024 notice
  - v. Value of disposed appliances and fixtures
  - vi. Any cleaning or restoration needed for sale
  - vii. Note: Monthly payments made were for use and occupancy of the property and do not create any equity or credits due
- Professional assessment of furniture condition and value required
- Documentation of all deductions will be provided
- Property and furnishings must be vacated in good condition

- Professional inspection to document current condition
- Final settlement amount determined after sale and completion of necessary repairs
- Move-Out Requirements:
  - i. All keys must be returned upon vacancy
  - ii. Security system codes will be changed upon vacancy
  - iii. Remote access to all systems will be terminated
  - iv. Professional move-out inspection required
  - v. All utilities must be transferred out of your name by vacancy date
  - vi. Property must be professionally cleaned
  - vii. All tenant's personal property must be removed
  - viii. Forwarding address must be provided in writing
- Property Access:
  - i. Pre-move-out inspection to be scheduled 14 days before vacancy
  - ii. Final walk-through inspection required on vacancy date
  - iii. Any items left behind will be considered abandoned property
  - iv. Documentation of utility transfers required at final inspection

Please be advised that your current investment funds are tied to the property. Any return of funds would be contingent upon the property's sale. Option 1 provides a structured approach to potentially recovering your investment in the most timely manner.

Please respond in writing within 14 days of receipt of this letter, clearly indicating your preferred option from those outlined in this document. You may respond via certified mail to Brandon McGivern, 5701 N Sheridan Rd #23G, Chicago, Illinois 60660 or via email to mcgivern219@gmail.com. If responding via email, please include a clear subject line referencing the property address and include your full contact information in your response.

If I do not receive a response within this 14-day period, I will be compelled to pursue appropriate legal and administrative remedies, which may include:

- Filing a formal complaint with the Illinois Department of Financial and Professional Regulation
- Initiating legal proceedings to regain full property possession
- Seeking financial damages for:
  - Unauthorized property modifications
  - Disposal of personal property
  - All damage to furnishings
  - Restoration of property to its original condition
  - Compensation for unauthorized replacements of appliances and fixtures

I remain committed to resolving this matter professionally and efficiently. Given your professional status as a licensed real estate agent, I expect a timely, comprehensive, and professional response that addresses the substantive issues outlined in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "B. McGivern". The signature is fluid and cursive, with a large initial "B" and a distinct "McGivern" following.

Brandon McGivern



Brandon McGivern [redacted]@gmail.com>

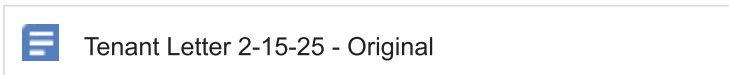
FILED DATE: 5/20/2025 11:41 AM 20251707919

Brandon McGivern <[redacted]>  
To: Kyle Hadley [redacted]@gmail.com>

Mon, Mar 3, 2025 at 6:32 PM

Dear Kyle,

Here is a link to the file:



I am sending this notice via Email due to non-response from my previous attempts to communicate with you through USPS Certified Mail (Tracking #9214890142980413704855) and DropBox Sign. As of this email, the certified mail has not been delivered despite being sent over 15 days ago, and there is no record of you scheduling a pickup. I have not received notification about your receipt of the document from DropBox Sign either. This is a continued effort to reach you to discuss and resolve the situation.

Please be advised that this electronic delivery constitutes formal notice regarding the property at 6122 N Winthrop Ave Unit C, Chicago. The attached document contains important information about our agreement and requires your timely attention and response.

To ensure you've received this notice, please:

- Review the document completely
- Acknowledge your receipt (this does not indicate agreement with the contents)
- Respond to the specific items requiring your attention as outlined in the document

If you have any questions about the content of this notice, please contact me directly at [mcgivern219@gmail.com](mailto:mcgivern219@gmail.com). Please note that your response is requested within 14 days of receipt of this notice.

A copy of this communication and your acknowledgment of receipt will be maintained for legal record-keeping purposes.

Sincerely,  
Brandon McGivern

**FULL LETTER TEXT BELOW:**

February 15, 2025

Via Certified Mail - Return Receipt Requested

Brandon McGivern

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**Brandon McGivern**  
**Web Developer / Graphic Designer**  
[Redacted]

[Quoted text hidden]

**Kyle Hadley** [Redacted]@gmail.com>  
To: Brandon McGivern [Redacted]

Tue, Mar 4, 2025 at 3:44 PM

Consider this acknowledgement that this has been received, yet to be reviewed. Please reply with your attorney information. Thank you.

[Quoted text hidden]

**Brandon McGivern** [Redacted] >  
To: Kyle Hadley [Redacted]@gmail.com>

Tue, Mar 4, 2025 at 5:24 PM

Kyle,

Thank you for confirming receipt of my communication.

At this time, all correspondence should be directed to me directly at [Redacted]@gmail.com. There is no need to include additional parties in our communications at this stage.

If you prefer to communicate through attorneys, please provide your attorney's contact information.

I expect your substantive response to the options presented in my letter within the 14-day timeframe as specified.

- Brandon McGivern

---

**Brandon McGivern**  
**Web Developer / Graphic Designer**  
[Redacted]

[Quoted text hidden]

**Kyle Hadley** [Redacted]@gmail.com>  
To: Brandon McGivern [Redacted] >

Tue, Mar 4, 2025 at 6:19 PM

I will respond when I have an update. Your arbitrary deadline is not binding.

I am guessing you are not working with an attorney, and used that as a manipulative tactic. If we can't be honest with each other- there is no use in us trying to work anything out without mediation.

Yes, I would much rather settle this with you and not involve anyone else- but it's only possible with 100% honesty.

If I'm mistaken, my apologies

Best,  
Kyle Hadley  
[Redacted]  
@KyleSellsChi

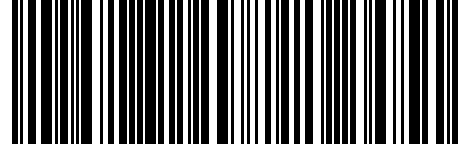
On Mar 4, 2025, at 4:24 PM, Brandon McGivern [Redacted] > wrote:

[Quoted text hidden]

FILED DATE: 5/20/2025 11:41 AM 20251707919

Brandon McGivern  
5701 N Sheridan Rd  
# 23G  
Chicago IL 606600

**USPS CERTIFIED MAIL**



**9214 8901 4298 0415 5630 92**

0011255522000011

Kyle Hadley  
6122 N Winthrop Ave Unit C  
Chicago IL 60660



**See Important Information Enclosed**

11255522.1.1c-3

FILED DATE: 5/20/2025 11:41 AM 20251707919

## SIXTY (60) DAY NOTICE TO VACATE

Date: March 18, 2025

To: Kyle Hadley  
6122 N Winthrop Ave Unit C  
Chicago, Illinois 60660

Dear Mr. Hadley:

This letter constitutes formal written notice that your tenancy at 6122 N Winthrop Ave Unit C, Chicago, Illinois 60660 will terminate sixty (60) days from the date of delivery of this notice. Pursuant to Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance, which requires sixty (60) days' notice for tenancies between six months and three years, you are hereby required to vacate and surrender possession of the premises no later than:

May 17, 2025

This notice follows my letter dated February 15, 2025, outlining options for resolution, to which no substantive response has been received within the specified timeframe.

Please note the following important requirements upon vacating:

1. All keys must be returned to me or my designated representative
2. All of your personal belongings must be removed from the premises
3. All furniture and furnishings that were originally in the unit must remain in the premises, as these items were part of the proposed purchase agreement and remain my property
4. The property must be left in clean and good condition
5. All utilities must be transferred out of your name
6. A forwarding address must be provided for future communications

A professional move-out inspection will be conducted to document the condition of the property and furnishings. Any damage to the property structure, fixtures, systems, or furnishings beyond normal wear and tear will be documented and may result in appropriate deductions from your financial investments in the property. This includes but is not limited to damage to walls, floors, ceilings, plumbing, electrical systems, appliances, fixtures, doors, windows, and any other structural or functional components of the premises.

Please be advised that as previously communicated, the return of your financial investments in the property (including the \$30,000 payment and other documented improvements, subject to



appropriate adjustments) is contingent upon the sale of the property, as these funds are currently tied to the property.

Please note that I maintain a detailed inventory of all furniture and furnishings that belong to me. The removal of any of these items without express written permission or any further deliberate damage to them or to the property itself will be documented and may be reported to the appropriate authorities as theft or property damage. If you have any questions about which items you may remove, please contact me before the move-out date.

Should you have any questions or wish to discuss move-out arrangements, please contact me at [REDACTED]@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read "B McGivern". The signature is fluid and cursive, with the first letter of the first name being a large, stylized "B".

Brandon McGivern  
Owner/Landlord  
5701 N Sheridan Rd #23G  
Chicago, Illinois 60660  
[REDACTED]@gmail.com



Brandon McGivern [redacted]@gmail.com>

Responding to your 3-10-25 text message

Brandon McGivern [redacted]
To: Kyle Hadley [redacted]@gmail.com>

Tue, Mar 18, 2025 at 10:16 AM

Kyle,

I appreciate your suggestion of a recorded video meeting. However, I have repeatedly expressed my preference for written communication to ensure clarity and documentation, and have not received the written feedback I requested regarding the options in my February 15th letter. Given that we've reached the end of the 14-day response period without receiving your substantive written feedback, I need to move forward with the next step. Attached please find a 60-day Notice to Vacate in accordance with Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance. This same notice has been mailed to you via regular and certified mail.

Please understand that this notice is now in effect and legally binding. The May 17, 2025 vacancy date established herein will remain in place pursuant to Section 5-12-130 of the Chicago Municipal Code regardless of any further discussions. Any failure to vacate the premises by the specified date may result in legal proceedings under 735 ILCS 5/9-101 et seq. (Illinois Forcible Entry and Detainer Act). While I continue to prefer written communication during this 60-day statutory notice period, such discussions will not alter, delay, waive, or otherwise modify the legal effect of this formal notice.

If you wish to pursue a resolution, Option 1 from my February 15th letter (involving a new written lease at market rate with purchase within 12 months) is the only option that remains available for discussion at this point, as we are now proceeding with Option 2 through this formal notice. Any agreement to pursue Option 1 would need to be memorialized in writing with legally binding contracts executed prior to the vacancy date to supersede this notice.

Brandon

Link to Notice:

https://docs.google.com/document/d/1nvVr0xOkfD16QO2KzaDue2H-ncgpePXtjnsD8NHebUY/edit?usp=sharing

Notice Text:

SIXTY (60) DAY NOTICE TO VACATE

Date: March 18, 2025

To: Kyle Hadley
6122 N Winthrop Ave Unit C
Chicago, Illinois 60660

Dear Mr. Hadley:

This letter constitutes formal written notice that your tenancy at 6122 N Winthrop Ave Unit C, Chicago, Illinois 60660 will terminate sixty (60) days from the date of delivery of this notice. Pursuant to Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance, which requires sixty (60) days' notice for tenancies between six months and three years, you are hereby required to vacate and surrender possession of the premises no later than:

May 17, 2025

This notice follows my letter dated February 15, 2025, outlining options for resolution, to which no substantive response has been received within the specified timeframe.

Please note the following important requirements upon vacating:

- 1. All keys must be returned to me or my designated representative
2. All of your personal belongings must be removed from the premises
3. All furniture and furnishings that were originally in the unit must remain in the premises, as these items were part of the proposed purchase agreement and remain my property
4. The property must be left in clean and good condition
5. All utilities must be transferred out of your name
6. A forwarding address must be provided for future communications

A professional move-out inspection will be conducted to document the condition of the property and furnishings. Any damage to the property structure, fixtures, systems, or furnishings beyond normal wear and tear will be documented and may result in appropriate

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deductions from your financial investments in the property. This includes but is not limited to damage to walls, floors, ceilings, plumbing, electrical systems, appliances, fixtures, doors, windows, and any other structural or functional components of the premises.

Please be advised that as previously communicated, the return of your financial investments in the property (including the \$30,000 payment and other documented improvements, subject to appropriate adjustments) is contingent upon the sale of the property, as these funds are currently tied to the property.

Please note that I maintain a detailed inventory of all furniture and furnishings that belong to me. The removal of any of these items without express written permission or any further deliberate damage to them or to the property itself will be documented and may be reported to the appropriate authorities as theft or property damage. If you have any questions about which items you may remove, please contact me before the move-out date.

Should you have any questions or wish to discuss move-out arrangements, please contact me at [mcgivern219@gmail.com](mailto:mcgivern219@gmail.com).

Sincerely,

Brandon McGivern  
Owner/Landlord  
5701 N Sheridan Rd #23G  
Chicago, Illinois 60660  
[REDACTED]

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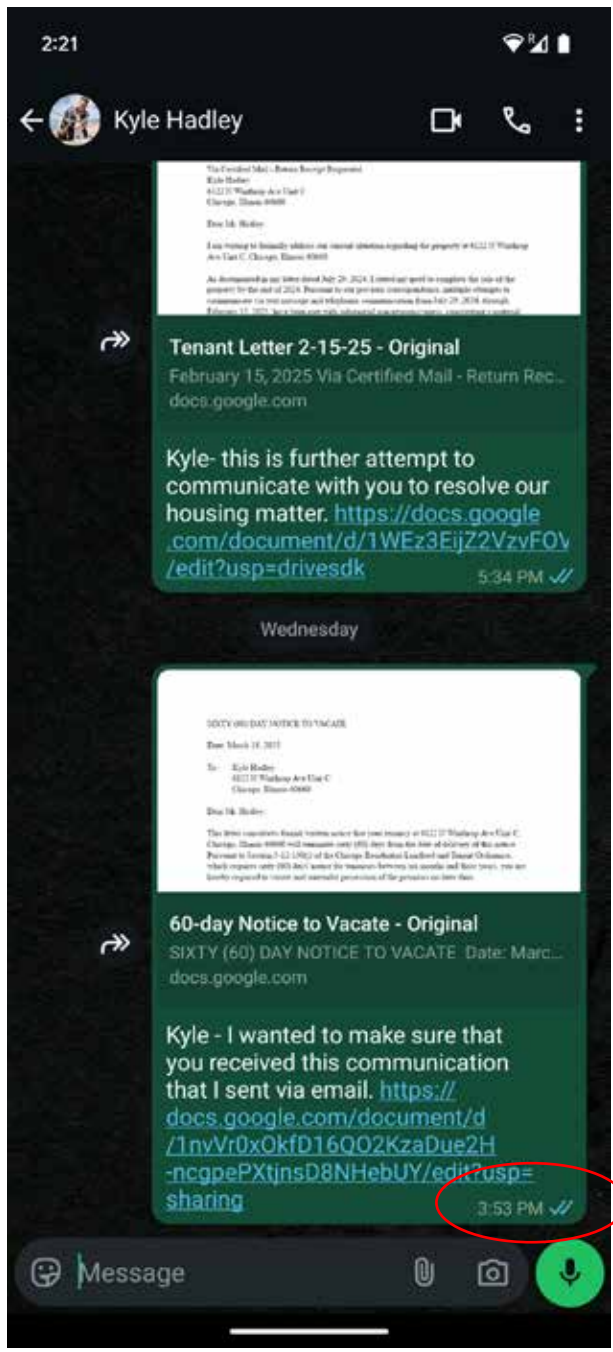
Brandon McGivern  
Web Developer / Graphic Designer  
[REDACTED]

[Quoted text hidden]

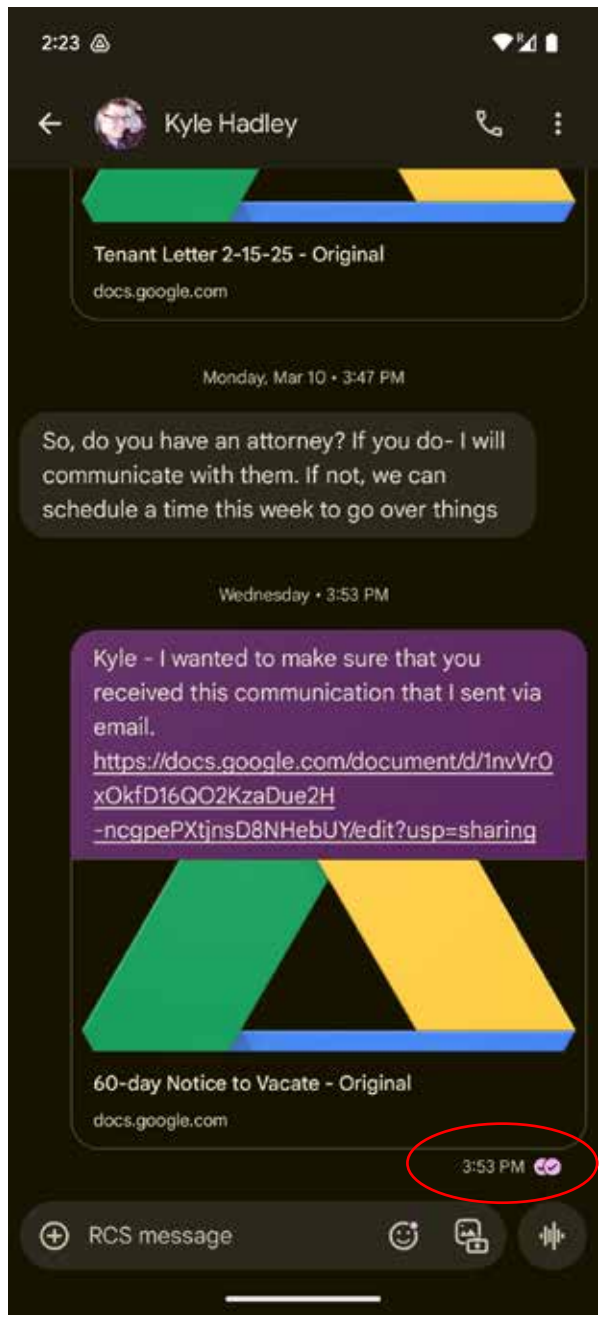
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 **60-day Notice to Vacate.pdf**  
251K

### WhatsApp Platform



### Text Message



Delivered and opened on both platforms

FILED DATE: 5/20/2025 11:41 AM 20251707919



Brandon McGivern [REDACTED]@gmail.com>

---

## McGivern to Hadley real estate transition

---

**Mason Cole** <mcole@colesadkin.com>

Mon, Apr 14, 2025 at 5:16 PM

To: Brandon McGivern [REDACTED]

Brandon,

I had an extremely productive conversation with Kyle, and he should have a pre-approval and a firm date to purchase within 7-14 days. My initial thought is to come to terms on principal he has paid (he says \$36,852 through 4/30 according your ledger), closing date (I think he can make 10/31 work), and then how to deal with the interim period (my preference would be to have him keep paying off the ledger in the interim. I appreciate this is a bit of a moving target, and I think we can obtain clarity in a short period.

[Quoted text hidden]

FILED DATE: 5/20/2025 11:41 AM 20251707919

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## McGivern to Hadley real estate transition

---

Brandon McGivern [REDACTED]  
To: Mason Cole <mcole@colesadkin.com>

Mon, Apr 14, 2025 at 8:39 PM

Dear Mr. Cole,

Thank you for your email of April 14th regarding Kyle's interest in purchasing the property.

I want to be absolutely clear that the 60-day Notice to Vacate requiring vacancy by May 17, 2025, remains in full effect and is not modified, suspended, or withdrawn by this communication. Any discussions regarding a potential purchase are entirely separate from and do not impact the enforceability of this legal notice.

I also want to clarify that the original verbal agreement from 2022 as well as the options presented in my February 15, 2025 letter are now void due to Kyle's failure to respond substantively within the specified timeframe. Any prerequisites outlined in this communication represent an entirely new potential path forward and are not an extension or modification of any prior agreements or offers.

If Kyle wishes to pursue a purchase of the property, I would require all of the following to be completed no later than April 30, 2025:

1. Written proof of mortgage pre-approval for a purchase price of \$410,000 (reflecting current market value based on comparable sales)
2. A signed purchase agreement including:
  - Non-refundable earnest money deposit of \$10,000
  - Closing date no later than October 31, 2025
  - Monthly payments of \$2,500 beginning May 1, 2025
  - Provisions addressing credits, property condition, and other material terms
3. A new written lease agreement for the interim period with:
  - \$2,500/month rent (market rate)
  - \$5,000 security deposit
  - Clear provisions for property access and maintenance

To reiterate: The 60-day Notice to Vacate requiring vacancy by May 17, 2025 remains in full effect regardless of any discussions about a potential purchase. Nothing in this communication should be interpreted as an extension, modification, or withdrawal of that Notice.

The prerequisites outlined above are entirely separate from the Notice to Vacate and represent the minimum requirements before I would even consider discussing a potential sale. Meeting these prerequisites by April 30, 2025 does not guarantee that I will enter into a purchase agreement, as any such agreement would require additional terms and conditions to be negotiated.

Should you wish to discuss this matter further, all communications must be in writing.

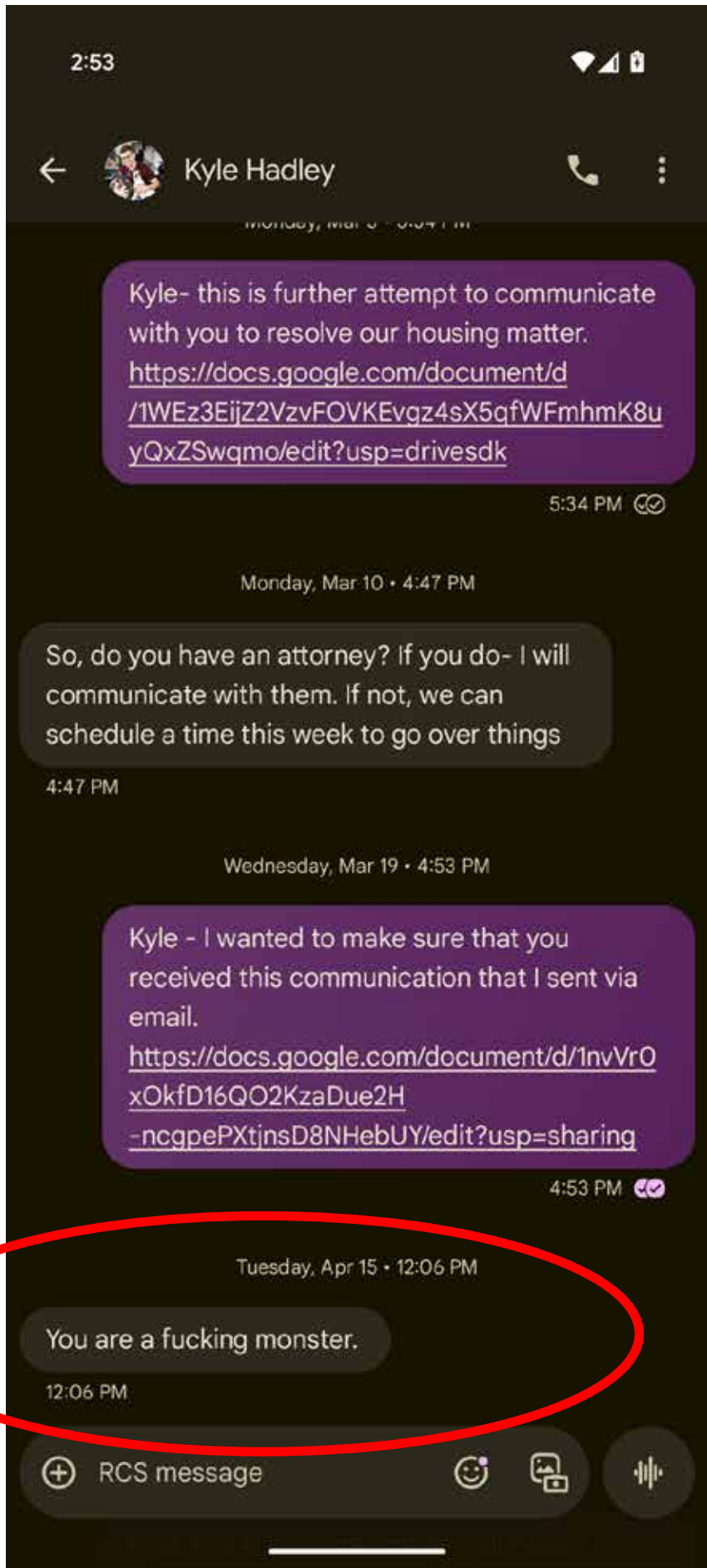
Regards,  
Brandon McGivern

---

**Brandon McGivern**  
**Web Developer / Graphic Designer**  
[REDACTED]

[Quoted text hidden]

FILED DATE: 5/20/2025 11:41 AM 20251707919





Brandon McGivern [REDACTED]@gmail.com>

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## 6122 N Winthrop: Property Access and Pre-move-out Inspection

---

**Mason Cole** <mcole@colesadkin.com>

Mon, Apr 21, 2025 at 8:25 PM

To: Brandon McGivern [REDACTED]

Brandon, it would appear the parties are at an impasse, primarily regarding the current value of the unit. I would recommend you simply return Kyle's \$30,000 principal contribution, along with his \$10,127 contribution to AC/washer/dryer. We can then agree on a date to vacate.

On Fri, Apr 18, 2025 at 9:01 AM Brandon McGivern [REDACTED] wrote:

[Quoted text hidden]

[Quoted text hidden]

FILED DATE: 5/20/2025 11:41 AM 20251707919



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## 6122 N Winthrop: Property Access and Pre-move-out Inspection

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Brandon McGivern [REDACTED]  
To: Mason Cole <mcole@colesadkin.com>

Tue, Apr 22, 2025 at 9:58 AM

Dear Mr. Cole,

Thank you for your correspondence. The May 17, 2025 vacancy date established by the 60-day Notice to Vacate remains non-negotiable, as proper notice was provided in accordance with the Chicago Residential Landlord and Tenant Ordinance.

I acknowledge the \$30,000 contribution made by Mr. Hadley between March-June 2024, which has not been disputed. Regarding the additional \$10,127 claimed for unauthorized improvements:

1. I require verifiable documentation and receipts for:
  - The unauthorized installation of an \$8,075 air conditioning unit (which replaced a functioning existing unit)
  - The unauthorized replacement of a \$2,142 washer/dryer (where working appliances were disposed of without prior consent)
2. Any reimbursement of these investments will be subject to documented deductions for:
  - The difference between paid rent and fair market value since December 2024 (the extended purchase deadline, following Mr. Hadley's failure to complete the purchase in October 2023 per original agreement)
  - Unauthorized modifications to the property
  - Value of the improperly disposed functioning appliances
  - Damages to the property and furnishings

During the pre-move out vacancy inspections, all damages will be documented through detailed photographs, written assessment by a professional inspector, and an itemized report that will be shared with you. I anticipate that repairs, listing, and sale of the property could be completed within 3-4 months of vacancy, depending on the extent of needed repairs.

As consistently stated in all prior communications, these funds remain tied to the property and cannot be disbursed until after the sale. Prompt vacation of the premises will expedite repairs, market listing, and recovery of Mr. Hadley's qualified investments.

Prior to discussing financial settlement, I require:

- **Immediate restoration of owner access to the property (including security system privileges, entry codes, and all keys)**
- **Confirmation of access for the pre-move-out inspection on either May 10 or 11, 2025**

I am open to establishing a formal written settlement agreement that outlines the specific deduction process and payment timeline. Should we be unable to resolve the access and inspection issues, I remain willing to engage in professional mediation to reach a fair resolution.

Please provide confirmation of property access arrangements and inspection scheduling by April 24, 2025.

Regards, Brandon McGivern

---

**Brandon McGivern**  
**Web Developer / Graphic Designer**  
[REDACTED]

[Quoted text hidden]



Brandon McGivern [redacted]@gmail.com>

**Fwd: 6122 N Winthrop: Property Access and Pre-move-out Inspection**

4 messages

Mason Cole <mcole@colesadkin.com>

Tue, Apr 22, 2025 at 5:43 PM

To: Brandon McGivern [redacted]

Brandon, assuming you agree that these are needed fixtures, can we agree on vacating by 7/31 and receiving a reimbursement on a payment plan that works for you for \$39,217.28? I would hate for this to come to litigation over 60 days of rent in dispute

----- Forwarded message -----

From: Kyle Hadley [redacted]@gmail.com>

Date: Tue, Apr 22, 2025 at 4:35PM

Subject: Re: 6122 N Winthrop: Property Access and Pre-move-out Inspection

To: Mason Cole <mcole@colesadkin.com>

Cc: Kyle Hadley [redacted]@icloud.com>, Rebecca Bach <rbach@colesadkin.com>

Here are the two receipts. I made a mistake previously - the total for the two comes to \$9,217.28.

7,075 for the AC  
2,142.28 for the W/D

0626303COCQ.pdf

<Proposal for KYLE HADLEY 07-13-2024 3 57 PM.pdf>

Best,  
Kyle Hadley  
[redacted]  
@KyleSellsChi

Best,  
Kyle Hadley  
[redacted]  
@KyleSellsChi

On Apr 22, 2025, at 4:22 PM, Kyle Hadley [redacted]@gmail.com> wrote:

Hi Mason  
My ideal goal is to still purchase the property at \$300k as was the last agreement Brandon and I mutually agreed upon.

If that is not on the table, I will vacate the property by 7/31, only after my money is returned to me.

Brandon keeps saying that the 30k is tied to the sale. It is not. It is tied to ME purchasing, which if I am not- it need to be returned immediately. I am guessing he keeps saying this as he spent the money and does not have access to funds to repay me.

On Apr 22, 2025, at 11:41 AM, Mason Cole <mcole@colesadkin.com> wrote:

Kyle,

We need to discuss your goals here. If we can agree on a date to vacate, provide receipts for your fixture purchases, I think we can receive a full recovery. Can you agree to 6/30 and provide me the receipts by 4/30? I want to make sure we are helping the Parties unwind without allowing attorneys to eat up each sides' potential recovery. Please let me know if you have any comments or questions. Looking forward to hearing from you. Have a great week.

On Tue, Apr 22, 2025 at 8:58 AM Brandon McGivern [redacted] > wrote:

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Dear Mr. Cole,

Thank you for your correspondence. The May 17, 2025 vacancy date established by the 60-day Notice to Vacate remains non-negotiable, as proper notice was provided in accordance with the Chicago Residential Landlord and Tenant Ordinance.

I acknowledge the \$30,000 contribution made by Mr. Hadley between March-June 2024, which has not been disputed. Regarding the additional \$10,127 claimed for unauthorized improvements:

1. I require verifiable documentation and receipts for:
  - The unauthorized installation of an \$8,075 air conditioning unit (which replaced a functioning existing unit)
  - The unauthorized replacement of a \$2,142 washer/dryer (where working appliances were disposed of without prior consent)
2. Any reimbursement of these investments will be subject to documented deductions for:
  - The difference between paid rent and fair market value since December 2024 (the extended purchase deadline, following Mr. Hadley's failure to complete the purchase in October 2023 per original agreement)
  - Unauthorized modifications to the property
  - Value of the improperly disposed functioning appliances
  - Damages to the property and furnishings

During the pre-move out vacancy inspections, all damages will be documented through detailed photographs, written assessment by a professional inspector, and an itemized report that will be shared with you. I anticipate that repairs, listing, and sale of the property could be completed within 3-4 months of vacancy, depending on the extent of needed repairs.

As consistently stated in all prior communications, these funds remain tied to the property and cannot be disbursed until after the sale. Prompt vacation of the premises will expedite repairs, market listing, and recovery of Mr. Hadley's qualified investments.

Prior to discussing financial settlement, I require:

- **Immediate restoration of owner access to the property (including security system privileges, entry codes, and all keys)**
- **Confirmation of access for the pre-move-out inspection on either May 10 or 11, 2025**

I am open to establishing a formal written settlement agreement that outlines the specific deduction process and payment timeline. Should we be unable to resolve the access and inspection issues, I remain willing to engage in professional mediation to reach a fair resolution.

Please provide confirmation of property access arrangements and inspection scheduling by April 24, 2025.

Regards, Brandon McGivern

---

**Brandon McGivern**  
**Web Developer / Graphic Designer**



On Mon, Apr 21, 2025 at 8:26 PM Mason Cole <[mcole@colesadkin.com](mailto:mcole@colesadkin.com)> wrote:

Brandon, it would appear the parties are at an impasse, primarily regarding the current value of the unit. I would recommend you simply return Kyle's \$30,000 principal contribution, along with his \$10,127 contribution to AC/washer/dryer. We can then agree on a date to vacate.

On Fri, Apr 18, 2025 at 9:01 AM Brandon McGivern  wrote:

Dear Mr. Hadley and Mr. Cole,

\*\*\*\*\*

Please visit [www.colesadkin.com](http://www.colesadkin.com) for more information about our Firm.

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- [www.twitter.com/colesadkin1](http://www.twitter.com/colesadkin1)

--  
Sincerely,

Mason Cole  
 Cole Sadkin, LLC  
[www.colesadkin.com](http://www.colesadkin.com)  
 Office: (312) 548-8610  
 1652 W. Belmont Avenue, Suite 1, Chicago, IL 60657  
 244 Fifth Avenue, Suite M297, New York, NY 10001

\*\*\*\*\*

IRS Circular 230 Disclosure: To comply with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained herein (including any attachments), unless specifically stated otherwise, is not intended or written to be used, and cannot be used, for the purposes of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter herein.

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- [www.yelp.com/biz/cole-sadkin-llc-chicago](http://www.yelp.com/biz/cole-sadkin-llc-chicago)
- [www.twitter.com/colesadkin1](http://www.twitter.com/colesadkin1)

**2 attachments**

-  **0626303COCQ.pdf**  
92K
-  **Proposal for KYLE HADLEY 07-13-2024 3 57 PM.pdf**  
288K

**Brandon McGivern** [REDACTED]  
To: Mason Cole <[mcole@colesadkin.com](mailto:mcole@colesadkin.com)>

Tue, Apr 22, 2025 at 8:33 PM

Dear Mr. Cole,

Thank you for your email dated April 22, 2025, including Mr. Hadley's receipts totaling \$9,217.28 for the AC unit and washer/dryer replacements.

Regarding the communication thread between you and Mr. Hadley included in your email: The content provides important context for our discussion. I must address several concerning elements:

1. Mr. Hadley explicitly stated: "I will vacate the property by 7/31, only after my money is returned to me." This statement clearly indicates his intention to unlawfully withhold possession of the property as leverage, which violates Section 5-12-130 of the Chicago Residential Landlord and Tenant Ordinance.
2. The 60-day Notice to Vacate was properly served on March 18, 2025, in full compliance with Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance, and establishes May 17, 2025, as the required vacancy date. This is not a matter of preference or negotiation, but a legally binding notice.
3. I acknowledge receipt of the \$30,000 contribution made between March-June 2024.

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4. I note that Mr. Hadley has now provided documentation showing the appliance costs totaling \$9,217.28, not the \$10,127 amount he has repeatedly claimed in previous communications. This \$910 discrepancy raises additional concerns about the accuracy of other financial claims.
5. These appliance replacements remain unauthorized modifications made without owner consent and after disposal of functioning appliances that were my property.
6. Any reimbursement will be subject to documented deductions for property damages, unauthorized disposal of appliances, and below-market rent since December 2024.
7. The \$30,000 contribution was explicitly made toward the purchase of the property and is necessarily tied to the property's value and condition. These funds cannot be immediately returned prior to property inspection and assessment of damages.
8. The law does not permit a tenant to condition vacancy upon prior payment, particularly in response to a properly served Notice to Vacate.

Before I can make any determinations about financial settlements, I must first be able to inspect the property and assess its current condition. To move forward constructively, I require by April 30, 2025:

1. Written confirmation of vacancy by May 17, 2025
2. Immediate restoration of owner access (security system, entry codes, and keys)
3. Agreement to a move-out inspection on May 10 or 11, 2025

I remain willing to document our agreement regarding the return of qualified investments following property inspection. Once I can properly assess the property condition, I will be in a position to determine the appropriate next steps regarding Mr. Hadley's financial contributions.

Should we be unable to reach agreement on these fundamental points, I will proceed with all available legal remedies beginning May 18, 2025, including eviction proceedings and a complaint with the Illinois Department of Financial and Professional Regulation.

I trust we can resolve this matter professionally and in accordance with the applicable laws.

Regards,  
Brandon McGivern

---  
**Brandon McGivern**  
Web Developer / Graphic Designer

[Quoted text hidden]

**Mason Cole** <mcole@colesadkin.com>

Wed, Apr 23, 2025 at 9:00 AM

To: Brandon McGivern

Brandon, I understand your need for surety. Would you be amenable to reimbursement of the fixture purchases, agreed 7/31 date to vacate, and return of the \$30,000 within twelve (12) months or at closing, whichever is sooner?

Access to the property for inspection purposes should not be an issue. I am sure we can accelerate date to vacate if this is paramount.

[Quoted text hidden]

**Brandon McGivern**  
To: Mason Cole <mcole@colesadkin.com>

Wed, Apr 23, 2025 at 12:32 PM

Dear Mr. Cole,

Thank you for your continued engagement on this matter. To move toward resolution, I need to address three critical issues that your response did not adequately address:

1. The suggestion that the May 17, 2025 vacancy date is negotiable misrepresents the legal reality of our situation. This date was established through proper notice under Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance and is binding. Further discussion should proceed with the understanding that this date is fixed by law, not preference.
2. Property access requires specific confirmation, not general assurance. Please provide written confirmation of:
  - A specific date and time for the pre-move-out inspection on either May 10 or 11, 2025
  - Immediate restoration of my security system access credentials
  - Current door entry codes
  - A complete set of keys to be provided no later than April 30

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3. Regarding financial matters, any settlement must account for:

- The condition of the property and furnishings
- Value of disposed appliances that were my property
- Below-market rent since December 2024
- Unauthorized modifications to the property

These issues are sequential in nature - we must first establish lawful access and inspection before meaningful discussion about financial settlement can proceed. Once I've inspected the property, I would be prepared to document a specific agreement regarding the return of Mr. Hadley's qualified investments, minus appropriate deductions.

To be clear about next steps:

1. Please confirm property access and inspection details by April 30
2. Pre-move-out inspection will occur on the agreed date (May 10 or 11)
3. Vacancy must occur by May 17 per the legally served notice
4. Financial settlement discussions can proceed after inspection and vacancy

I remain committed to resolving this matter professionally and efficiently, but I need your cooperation on these fundamental points.

Regards,  
Brandon McGivern

---

**Brandon McGivern**  
**Web Developer / Graphic Designer**

[Quoted text hidden]



Brandon McGivern [redacted]@gmail.com>

**Re: 6122 N Winthrop: Property Access, Pre-move-out Inspection, and Vacancy Enforcement - Final Notice**

1 message

**Brandon McGivern** [redacted]  
To: Mason Cole <mcole@colesadkin.com>, Kyle Hadley <kylewhadley@gmail.com>

Wed, Apr 30, 2025 at 8:00 PM

Dear Mr. Cole and Mr. Hadley,

This letter serves as formal documentation that the April 30, 2025 deadline I established for response to my April 23rd communication has passed without any acknowledgment or substantive reply from either of you. This continues a documented pattern of non-responsiveness dating back to August 2024, including:

1. Failure to retrieve certified mail sent February 15, 2025 (USPS tracking #9214890142980413704855), although the second certified letter was eventually retrieved
2. Delayed or non-existent responses to multiple documented communications
3. Refusal to provide property access to me as the legal owner
4. Non-compliance with basic legal obligations under the Chicago Residential Landlord and Tenant Ordinance

Due to this consistent pattern of disregarding deadlines and failing to engage in good-faith communication, I am now proceeding with the following actions without further opportunity for negotiation:

1. I will conduct the pre-move-out inspection on **Saturday, May 10, 2025 at 3:00 PM**, accompanied by witnesses who will document the property's condition, including all furnishings that remain my property. I will arrive at the scheduled time and expect cooperation with this legally permitted inspection. If access is denied, I will immediately proceed with the legal remedies described below.
2. If access is denied on May 10: a. I will immediately request police assistance for a civil standby with appropriate documentation b. Document the denial of access for use in subsequent legal proceedings c. File an emergency motion for access with the Circuit Court of Cook County
3. I have instructed my attorney to prepare a **Forcible Entry and Detainer action to be filed with the Circuit Court of Cook County on May 18, 2025**, should the property not be vacated by May 17, 2025. This action will include: a. Damages for holdover tenancy at the rate of \$166.67 per day (double the daily market rental value based on comparable properties in the area) from May 18, 2025 until possession is surrendered b. Recovery of all legal costs and fees associated with this action c. Damages for unauthorized withholding of property access
4. I am submitting formal complaints regarding Mr. Hadley's professional conduct as a licensed real estate agent to the Illinois Department of Financial and Professional Regulation (IDFPR), the Illinois Association of REALTORS®, the National Association of REALTORS®, and his local real estate board, including documentation of all communications that demonstrate violation of professional standards and ethics.

Regarding May rent, please note that only the prorated amount of \$1,141.94 is due for the period of May 1-17, 2025. Payment of any other amount will be handled as described in my previous communications and does not modify the vacancy date.

Be advised that the May 17, 2025 vacancy date established through proper notice under Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance is a legal requirement that has now been finalized. Mr. Hadley's written statement from April 22nd indicating: "I will vacate the property by 7/31, only after my money is returned to me" constitutes an explicit admission of intent to violate Illinois law regarding properly noticed tenancy termination.

Regarding financial matters: Mr. Hadley's investments in the property will be addressed only after:

1. Peaceful surrender of possession of the property
2. Assessment of damages to property and furnishings
3. Calculation of fair market rental value differentials
4. Accounting for unauthorized disposal of my property

Nothing in this letter should be construed as waiving any rights or remedies available to me under applicable law, nor does it constitute an invitation for further negotiation on the vacancy date or inspection schedule. All previous communications are incorporated by

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reference.

Sincerely,

Brandon McGivern  
Owner, 6122 N Winthrop Ave Unit C  
Chicago, IL 60660  
[REDACTED]

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**Brandon McGivern**  
**Web Developer / Graphic Designer**  
[REDACTED]

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Brandon McGivern [redacted]@gmail.com>

**URGENT - Property Inspection Tomorrow, May 10, 3:00 PM**

6 messages

**Brandon McGivern** [redacted]

Fri, May 9, 2025 at 2:05 PM

To: Kyle Hadley [redacted]@gmail.com>, Mason Cole <mcole@colesadkin.com>

Dear Mr. Cole and Mr. Hadley,

Despite multiple communications, including our phone conversation on Wednesday, May 7th (which Mr. Cole acknowledged was reasonable), I've received no confirmation regarding my legally permitted property inspection scheduled for tomorrow at 3:00 PM at 6122 N Winthrop Ave Unit C.

As the legal owner, I will arrive at the scheduled time with witnesses to document the property's condition. Per Section 5-12-050 of the Chicago Residential Landlord and Tenant Ordinance, I have provided proper 48-hour notice for this inspection.

I note that Mr. Hadley has been active on WhatsApp as recently as yesterday. I attempted to send him a message regarding this inspection via WhatsApp today, only to discover that he has blocked me on that platform. I have subsequently sent the same notice via regular text message. This pattern of deliberate communication avoidance while remaining active on social media is concerning and will be documented accordingly.

I have now arranged for emergency services to be contacted if access is denied. Any refusal to provide access will:

1. Be documented as evidence in forthcoming legal proceedings
2. Be included in regulatory complaints regarding Mr. Hadley's professional conduct
3. Support my claims for holdover penalties (\$166.67/day) beginning May 18th

You can avoid this escalation by immediately providing:

- Door entry codes
- Security system access
- Written confirmation of cooperation

The May 17th vacancy date remains firm and non-negotiable.

Regards,

Brandon McGivern  
Owner, 6122 N Winthrop Ave Unit C  
[mcgivern219@gmail.com](mailto:mcgivern219@gmail.com)

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**Brandon McGivern**  
Web Developer / Graphic Designer  
[www.brandonmcgivern.com](http://www.brandonmcgivern.com)

**Mason Cole** <mcole@colesadkin.com>

Mon, May 12, 2025 at 5:18 PM

To: Brandon McGivern [redacted]

Brandon,

I have spoken with Kyle and have formal authority for the following offer:

1. Vacate on or before June 30, 2025;
2. Return of his \$30,000 capital contribution on or before July 31, 2025;
3. Return of his \$12,000 fixture contribution on or before August 31, 2025.

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I can put together a formal agreement memorializing the same. These dates may be flexible, as I appreciate you may not have immediate access to the funds until you sell the property. Please let me know if you have any comments or questions. Looking forward to speaking with you. Have a great week.

[Quoted text hidden]

--  
Sincerely,

Mason Cole  
Cole Sadkin, LLC  
[www.colesadkin.com](http://www.colesadkin.com)  
Office: (312) 548-8610  
1652 W. Belmont Avenue, Suite 1, Chicago, IL 60657  
244 Fifth Avenue, Suite M297, New York, NY 10001

\*\*\*\*\*  
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**Brandon McGivern** [REDACTED] Tue, May 13, 2025 at 12:00 PM  
To: Mason Cole <[mcole@colesadkin.com](mailto:mcole@colesadkin.com)>

Dear Mr. Cole,

Thank you for your May 12th communication. I must respectfully decline your client's offer for the following reasons:

1. The 60-day Notice to Vacate served on March 18, 2025, establishes May 17, 2025, as the legally required vacancy date per Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance. This date is not negotiable as it follows statutory requirements.
2. Your client's financial claims have shifted without consistent documentation. Initially claiming \$10,127 for improvements, then providing receipts totaling \$9,217.28, and now requesting \$12,000 for "fixture contribution" without additional documentation creates uncertainty that impedes resolution.
3. Despite your written assurance on April 23rd that 'Access to the property for inspection purposes should not be an issue' and your verbal acknowledgement during our May 7th conversation, Mr. Hadley refused me entry on May 10th, necessitating police involvement (Event #2513009537). This inconsistency between assurances and actions undermines good faith negotiations and prevented a necessary assessment of the property's condition.
4. Without proper inspection, I cannot adequately evaluate:
  - o The condition of claimed improvements
  - o Any damages to the property and furnishings
  - o The current state of my personal property

My position remains as follows:

1. Mr. Hadley must vacate the property by May 17, 2025, as legally required.
2. I acknowledge the \$30,000 contribution and documented improvements (\$9,217.28), subject to appropriate deductions for:
  - o Property and furnishing damages
  - o Unauthorized disposal of my appliances
  - o Below-market rent since December 2024
  - o Necessary repairs

3. As consistently communicated, these funds are tied to the property and would need to be addressed after I regain possession and assess the property's condition. While I understand your concern about timing, proper resolution requires first addressing the vacancy and inspection. Any discussion about payment structure or timeline is premature until these steps are completed.

If Mr. Hadley fails to vacate by May 17, 2025, I will proceed with a Forcible Entry and Detainer action and seek holdover damages at the rate of \$166.67 per day until possession is surrendered, plus associated legal costs.

Throughout this process, I have maintained documented communication and offered reasonable resolution options. I remain willing to discuss a fair settlement framework following proper vacancy and inspection, as these steps are necessary for an equitable resolution that recognizes both parties' legitimate interests.

Regards,

Brandon McGivern  
Owner, 6122 N Winthrop Ave Unit C

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**Brandon McGivern**  
Web Developer / Graphic Designer

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**Mason Cole** <mcole@colesadkin.com>

Tue, May 13, 2025 at 12:03 PM

To: Brandon McGivern

Brandon, you cannot enforce backrent without a written agreement. You do not have grounds to evict because this is not a holdover situation.

[Quoted text hidden]

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**Brandon McGivern**

Tue, May 13, 2025 at 1:02 PM

To: Mason Cole <mcole@colesadkin.com>

Dear Mr. Cole,

Your statements regarding grounds for eviction and back rent are incorrect.

The 60-day Notice to Vacate was properly served on March 18, 2025, in accordance with Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance. If your client remains after May 17, 2025, it becomes a holdover situation by definition, providing clear grounds for eviction.

Despite multiple good faith attempts at resolution, including the attempted inspection on May 10 (which required police intervention, Event #2513009537), your client continues to obstruct the process.

The May 17 vacancy date stands. Financial matters can be addressed after the property is vacated and its condition assessed.

Regards,  
Brandon McGivern

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**Brandon McGivern**  
Web Developer / Graphic Designer

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**Brandon McGivern**

Tue, May 13, 2025 at 2:05 PM

To: Mason Cole <mcole@colesadkin.com>

Dear Mr. Cole,

As a follow-up to my previous email, I want to clarify the handling of Mr. Hadley's May rent payment.

Despite my April 18th and April 30th communications clearly stating that only the prorated amount of \$1,141.94 would be due for May 1-17, Mr. Hadley chose to pay the full month's rent of \$2,080 on May 1st.

The excess payment of \$938.06 is being held in trust and will be credited toward:

1. Any property damages discovered upon inspection
2. Any holdover damages that may accrue after May 17
3. Any remainder will be returned after final accounting

This acceptance of rent does not modify or extend the vacancy date of May 17, 2025, which remains in effect pursuant to the properly served 60-day Notice to Vacate.

Regards,  
Brandon McGivern

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**Brandon McGivern**  
**Web Developer / Graphic Designer**

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