

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
FIRST DEPARTMENT, MUNICIPAL DIVISION**

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

Case No. **20251707919**

Judge Kelly Marie McCarthy  
Courtroom 1402

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**PLAINTIFF'S EMERGENCY MOTION TO RECONSIDER/CLARIFY STAY  
ORDER**

NOW COMES Plaintiff, BRANDON MCGIVERN, pro se, and respectfully moves this Court to reconsider or clarify its September 16, 2025 order staying the eviction proceedings, and in support thereof states:

**I. IMMEDIATE FINANCIAL EMERGENCY REQUIRES URGENT ACTION**

1. Plaintiff received notice that his mortgage payment increases by \$223.69 per month effective October 1, 2025, creating an automatic monthly operating deficit that makes the current use and occupancy arrangement financially unsustainable. *(See Exhibit A - Mortgage Adjustment Notices)*

2. The actual mortgage obligation starting October 1, 2025:

- First Mortgage (Chase): \$1,625.22/month
- Second Mortgage (Shellpoint): \$678.47/month
- Total Monthly Obligation: \$2,303.69
- Current Use & Occupancy: \$2,080.00

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- Immediate Monthly Deficit: \$223.69 (before any other expenses)

3. This Court set use and occupancy at \$2,080 based on the previous mortgage amount, not knowing that Plaintiff's adjustable-rate mortgages were increasing. Plaintiff apologizes for not mentioning this critical fact during the September 16 hearing - he was overwhelmed by the proceedings and the unexpected vacatur of a properly-entered default judgment where Defendant failed to demonstrate excusable neglect, a meritorious defense, or due diligence as required under Illinois law.

4. Meanwhile, Defendant profits from the property: Discovery has revealed that Defendant collects between \$800-\$1,600 per month in what he calls "roommate fees" from subletting, while paying below-mortgage rates to Plaintiff.

## **II. THE STAY WAS ENTERED WITHOUT DUE PROCESS**

5. This Court entered a stay of eviction proceedings sua sponte without:

- (a) Any motion from Defendant requesting a stay
- (b) Notice to Plaintiff that a stay was being considered
- (c) Opportunity for Plaintiff to present opposition or briefing
- (d) Analysis of the requirements for injunctive relief under Illinois law

6. Illinois law requires that stays of proceedings constitute extraordinary relief requiring:

- (a) Clear showing of likelihood of success on the merits
- (b) Irreparable harm to the movant
- (c) Adequate remedy at law analysis
- (d) Balance of harms favoring a stay
- (e) Proper notice and opportunity to be heard

7. *See Danada Square, LLC v. KFC National Management Co.*, 392 Ill. App. 3d 598, 607 (2d Dist. 2009); *Mohanty v. St. John Heart Clinic, S.C.*, 225 Ill. 2d 52, 62 (2006).

8. None of these requirements were met. The Court viewed portions of the Chancery

complaint for approximately 60 seconds during argument, without full briefing or analysis of whether a stay was appropriate.

**III. NO OWNERSHIP DISPUTE EXISTS TO JUSTIFY A STAY**

9. Defendant's own Chancery Complaint admits Plaintiff is the owner: (*Exhibit C*)

- (a) Paragraph 6: Plaintiff is "the record titleholder of the Property"
- (b) No count seeks declaratory judgment of ownership
- (c) All counts seek monetary damages or equitable remedies, not title

10. Judge Reilly in Chancery has already determined the cases should remain separate.

When Defendant's counsel asked Judge Reilly to stay this eviction case, she declined and stated that the motion must be made in this Court. This recognition that the cases address different issues weighs against a stay.

11. Defendant cannot claim ownership while simultaneously invoking tenant protections:

- (a) May 10, 2025: When Plaintiff attempted to inspect the property with proper notice, Defendant denied entry, forcing Plaintiff to call police (Event #2513009537)
- (b) Defendant invoked Chicago RLTO tenant protections to the responding officers
- (c) June/July 2025: Defendant attempted to pay rent
- (d) June 2, 2025: This Court granted Plaintiff's Emergency Motion for Access recognizing Plaintiff as landlord

12. Illinois law is clear: "*Courts consistently hold that eviction actions must yield to pending Chancery proceedings where ownership is in dispute.*" *Fannie Mae v. Sullivan*, 2012 IL App (1st) 112070-U. Here, ownership is NOT in dispute - Defendant admits Plaintiff owns the property.

13. Plaintiff has filed a sworn affidavit stating he will not and has no plans to sell the property (*Exhibit G - Plaintiff's Affidavit*), eliminating any claim of irreparable harm to Defendant. The stay cannot be justified by protecting Defendant from a non-existent threat of sale to third parties.

#### **IV. DEFENDANT'S PROFESSIONAL KNOWLEDGE DEFEATS HIS CLAIMS**

14. Defendant Kyle Hadley is a licensed real estate agent who professionally knows: (a) Oral agreements for \$320,000 property purchases are void under Illinois Statute of Frauds (740 ILCS 80/2) (b) Real estate transactions require written agreements (c) Property modifications require owner consent (d) Concealing property damage violates professional standards

15. The documented timeline proves Defendant breached first, multiple times:

- July 29, 2024: Plaintiff sent formal letter requiring purchase by end of 2024 (*Exhibit E*)
- October 9, 2024: Defendant responded with texts stating 'Sell the house. I'll move out' and 'I'm over it' - constituting repudiation (*Exhibit D*)
- February 14, 2025: Defendant sent email admitting he cannot obtain financing "for months" (*Exhibit F*)
- Each of these breaches by Defendant preceded any alleged breach by Plaintiff

16. Even if any oral agreement existed (which Defendant knows is legally void), Defendant materially breached first by: (a) using his October 2023 condo sale proceeds of \$124,748 to buy a luxury car instead of completing the purchase; (b) explicitly repudiating the agreement in October 2024; and (c) admitting inability to perform in February 2025.

17. The Chancery case was filed in retaliation: Mr. Hadley filed it at 12:24 PM on May

21, 2025 - just 3 hours after being notified of the eviction case at 9:14 AM, immediately demanding Plaintiff "voluntarily withdraw" the eviction.

**V. MARKET ANALYSIS PROVES UNCONSCIONABLE SUBSIDY**

18. Comprehensive market analysis of 14 comparable properties within 1.7 miles establishes:

- Average market rent: \$3,259.43/month
- Minimum market rent: \$2,500/month (identical property 0.03 miles away, though in substantially worse condition than Plaintiff's property)
- Maximum market rent: \$4,100/month
- *(See Exhibit B - Market Rate Rental Analysis)*

19. Plaintiff is involuntarily subsidizing Defendant's occupancy by \$1,179.43 per month (\$3,259.43 market rate minus \$2,080 use & occupancy), while Defendant collects \$800-\$1,600 monthly from subletting.

20. The financial disparity:

- Defendant's income from property: \$800-\$1,600/month (subletting)
- Defendant's payment: \$2,080/month
- Defendant's potential net cost: \$480-\$1,280/month for a \$3,259 value
- Plaintiff's loss: \$223.69 monthly deficit plus credit destruction

**VI. THE DEFAULT JUDGMENT WAS PROPERLY ENTERED**

21. This Court should note the timeline regarding the July 21 trial:

- July 11, 2025: Mason Cole participated in a phone call (2:44 PM, 3 minutes 49 seconds) agreeing to the order

- July 14, 2025: Plaintiff sent trial exhibits to Cole proving notice of the trial date
- July 21, 2025: Neither Defendant nor counsel appeared at trial
- July 22, 2025: Motion to Vacate filed only after default judgment entered

22. Mr. Cole's own email admitted he submitted both "competing orders" to Judge Porter, contradicting his current position that Plaintiff created confusion. Defendant failed to establish the requirements for vacating a default judgment: excusable neglect, meritorious defense, and due diligence. *Smith v. Airoom, Inc.*, 114 Ill. 2d 209, 220-221 (1986).

### **VII. IMMEDIATE AND IRREPARABLE HARM**

23. The October 1 mortgage increase creates immediate, concrete harm: (a) Monthly deficit of \$223.69 beginning in two weeks (b) Credit cards exhausted from maintaining property (c) Unable to access \$40,000 in personal property inside the unit (d) Facing inevitable default and foreclosure

24. This harm compounds daily. Each month of delay increases debt, damages credit, and moves Plaintiff closer to losing the property entirely to foreclosure - at which point the bank will not honor any alleged purchase agreement with Defendant.

### **VIII. RELIEF REQUESTED**

WHEREFORE, Plaintiff respectfully requests this Court:

- A. VACATE the stay immediately and allow eviction proceedings to continue based on:
- No ownership dispute exists (Mr. Hadley admits Plaintiff owns property)
  - Judge Reilly already determined cases should proceed separately
  - Stay was entered without due process or proper standards
  - Possessory rights are distinct from monetary claims

B. Alternatively, MODIFY use and occupancy to market rate of \$3,259/month effective October 1, 2025, to prevent foreclosure and reflect actual rental value;

C. CLARIFY that any stay does not prevent:

- Plaintiff accessing the property to retrieve \$40,000 in personal property
- Sheriff enforcement if Defendant defaults on use & occupancy payments
- Plaintiff pursuing damages in Chancery for property damage

D. SET THIS MOTION for emergency hearing within 48 hours given the October 1 mortgage increase deadline;

E. Grant such other relief as this Court deems just and proper.

Dated September 16, 2025

Respectfully submitted,  
/s/ Brandon McGivern  
Plaintiff

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



*Plaintiff, Pro Se*

**CERTIFICATE OF SERVICE**

I, Brandon McGivern, a non-attorney, on oath state that on September 16, 2025, I served a true and correct copy of the foregoing **Emergency Motion to Reconsider/Clarify Stay Order**, upon Defendant's counsel via email to:

Mason S. Cole  
mcole@colesadkin.com  
Attorney for Defendant Kyle Hadley

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, I certify that the statements set forth in this instrument are true and correct.

/s/ Brandon McGivern  
Brandon McGivern, *Pro Se*

# EXHIBIT A

## **Chase and Shellpoint Mortgage Payment Adjustment Notices**

Your mortgage payment is changing

1 message

Chase <no.reply.alerts@chase.com>

Sat, Sep 6, 2025 at 3:35 AM

To: [Redacted]



Payment change

Your payment is changing

Your mortgage payment is changing because it has a new monthly escrow amount.

Account	[Redacted]
New monthly payment	\$1,625.22
Effective date	10/01/2025

What do I need to do?

Please adjust your payment amount starting 10/01/2025 or enroll in automatic payments and we'll adjust the amount for you.

Enroll in auto-pay

Review account

Securely access your accounts with the Chase Mobile® app or chase.com.

ABOUT THIS MESSAGE

Chase Mobile® app is available for select mobile devices. Message and data rates may apply.

This service email gives you updates and information about your Chase relationship.

Chase cannot guarantee the delivery of alerts and notifications. Wireless or internet service provider outages or other circumstances could delay them. You can always check chase.com or the Chase Mobile app for the status of your accounts including your latest account balances and transaction details.

To protect your personal information, please don't reply to this message. Chase won't ask for confidential information in an email.

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# MORTGAGE STATEMENT

Statement Date: 09/04/2025

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS  
P.O. Box 619063 • Dallas, TX 75261-9063

Account Number	[REDACTED]
Next Due Date	10/01/2025
Amount Due	<b>\$678.47</b>

*If payment is received after 10/16/2025, \$33.92 late fee may be assessed.*

Phone: 800-365-7107  
Website: www.shellpointmtg.com

BRANDON MCGIVERN  
6122 N WINTHROP AVE UNIT C  
CHICAGO IL 60660-2680

Explanation of Amount Due	
Principal	\$147.89
Interest	\$530.58
Escrow (Taxes and Insurance)	\$0.00
Less Buydown	\$0.00
<b>Regular Monthly Payment</b>	<b>\$678.47</b>
Total Fees and Charges	\$0.00
Overdue Payment	\$0.00
<b>Total Amount Due</b>	<b>\$678.47</b>

Account Information	
Outstanding Principal	[REDACTED]
Interest Rate	[REDACTED]
Prepayment Penalty	None
Property Address:	6122 N WINTHROP AVE UNIT C CHICAGO IL 60660
Contractual Due Date:	October 1, 2025
Current Escrow Balance	\$0.00
Deferred Principal	\$0.00
Deferred Interest	\$0.00
Assistance Balance	\$0.00
Reserve Balance	\$0.00
Maturity Date	12/01/2051

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$148.69	\$1,312.29
Interest	\$531.31	\$4,807.71
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$0.00
<b>Total</b>	<b>\$680.00</b>	<b>\$6,120.00</b>

Transaction Activity (08/06/2025 - 09/03/2025)			
Date	Description	Charges	Payments
09/03/2025	Regular Payment - (Due 9/1/2025)	\$0.00	\$678.47
09/03/2025	Principal Only Payment	\$0.00	\$1.53

**Important Messages**

**\*Partial Payments:** Any partial payments listed here are not applied to your mortgage, but instead are held in one or more separate suspense accounts. Once we receive funds equal to a full monthly payment, we will apply those funds to your mortgage.

**Additional Messages**

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-9:00PM, and Saturday 10:00AM-2:00PM Eastern Time.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at [www.shellpointmtg.com](http://www.shellpointmtg.com) or request a copy to be mailed to you by calling us at 800-365-7107.

See Total Payment Amount Breakdown on page 2.

**For information about your payments, total amount due, and any additional payment history, see reverse side.**

Detach and return with payment.



Loan Number: [REDACTED]  
BRANDON MCGIVERN

Property Address:  
6122 N WINTHROP AVE UNIT C  
CHICAGO IL 60660

SHELLPOINT MORTGAGE SERVICING  
P.O. BOX 60535  
CITY OF INDUSTRY, CA 91716-0535

Amount Due	
Payment Due Date	10/01/2025
Total Amount Due	<b>\$678.47</b>
<i>\$33.92 late fee may be charged after 10/16/2025</i>	
Please write clearly inside space provided	
Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
<b>Total Amount Enclosed</b> <small>(Please do not send cash)</small>	<b>\$</b>

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005-0814-1100F

# EXHIBIT B

## **Market Rate Rental Analysis**

(14 comparables showing \$3,259 average)

Address	Distance (mi)	Price	Size (sqft)	Bdrms	Baths	Property type	List date
6136 N Winthrop Ave Unit A, Chicago, IL 60660	0.03	\$2,500	1,100	3	2ba	Townhouse	1/19/25
6044 N Winthrop Ave, Apt 208, Chicago, IL 60660	0.08	\$3,146	-	3	3ba	Apartment	4/19/25
1062 W Glenlake Ave, Apt 2, Chicago, IL 60660	0.08	\$2,895	1,250	3	2ba	House	11/26/24
6044 N Winthrop Ave, Apt 508, Chicago, IL 60660	0.08	\$2,996	1,170	3	3ba	Apartment	4/17/25
6042 N Kenmore Ave, Apt 2, Chicago, IL 60660	0.1	\$2,900	-	3	2ba	Condo	4/10/25
1258 W Hood Ave, Chicago, IL 60660, USA	0.28	\$4,100	2,400	3	2.5ba	Apartment	5/12/24
1524 W Thorndale Ave, Chicago, IL 60660, USA	0.73	\$3,100	1,900	3	2ba	Condo	11/6/24
1522 W Thorndale Ave, Chicago, IL 60660, USA	0.73	\$2,900	1,900	3	2ba	Condo	11/6/24
6455 N Newgard Ave, Chicago, IL 60626	0.9	\$3,100	1,350	3	2ba	Apartment	7/4/25
1149 W Farwell Ave, Chicago, IL 60626, USA	1.25	\$3,400	2,050	3	2ba	Apartment	9/9/24
1472 W Summerdale Ave Unit 1F, Chicago, IL 60640	1.5	\$4,095	-	3	2.5ba	Apartment	-
7008 N Sheridan Rd, Chicago, IL 60626, USA	1.56	\$2,700	1,800	3	2ba	Apartment	8/17/24
1135 W Winona St, Chicago, IL 60640, USA	1.68	\$4,000	1,846	3	3ba	Apartment	3/15/25
1420 W Winnemac Ave, Chicago, IL 60640	1.7	\$3,800	-	3	2ba	Apartment	6/15/25

# EXHIBIT C

## **Defendant's Chancery Complaint**



## PARTIES AND VENUE

5. Plaintiff Kyle Hadley is an individual residing in Cook County, Illinois.

6. Defendant Brandon McGivern is an individual residing in Cook County, Illinois, and the record titleholder of the Property.

7. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 and 5/2-103, as the Property is located in Cook County and the acts giving rise to this cause occurred therein.

## FACTS COMMON TO ALL COUNTS

8. In or around 2022, Plaintiff and Defendant entered into a verbal agreement under which Plaintiff would purchase the Property for \$320,000. *See Exhibit A.*

9. As part of the agreement, Plaintiff agreed to and did pay Defendant's monthly mortgage, maintain the Property, and improve the premises pending final transfer. *See Exhibit B.*

10. Between 2022 and 2024, Plaintiff made payments totaling \$30,000 in reliance on the purchase agreement. *See Exhibit B.*

11. Plaintiff also paid for and installed improvements totaling approximately \$9,217.28, including a new air conditioning system and washer/dryer unit. *See Exhibit D.*

12. In March 2025, Defendant issued Plaintiff a 60-day notice to vacate and claimed the purchase agreement was void, asserting the Property was now worth \$440,000. *See Exhibit C.*

13. Defendant has taken steps toward listing or selling the Property to a third party.

14. Plaintiff has been in continuous possession of the Property and fulfilled his obligations under the agreement. Plaintiff has been in continuous possession of the Property and fulfilled his obligations under the agreement.

#### **COUNT I – BREACH OF ORAL CONTRACT**

15. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

16. Plaintiff and Defendant entered into a valid and enforceable oral agreement for the purchase of the Property.

17. Plaintiff substantially performed under the agreement by making payments and improvements.

18. Defendant materially breached the agreement by repudiating its terms and seeking to evict Plaintiff.

19. As a direct and proximate result, Plaintiff has suffered damages in excess of \$39,000.

WHEREFORE, Plaintiff requests judgment in his favor, damages in an amount to be proven at trial, and such other relief as the Court deems just.

#### **COUNT II – QUANTUM MERUIT**

20. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

21. Plaintiff conferred measurable benefits on Defendant by paying for capital improvements and mortgage obligations.

22. Defendant accepted and retained the benefit of those contributions.

23. It would be unjust for Defendant to retain the benefits without compensating Plaintiff.

WHEREFORE, Plaintiff requests judgment in quantum meruit in an amount exceeding \$39,000, plus costs and such other relief as the Court deems just.

### COUNT III – CONSTRUCTIVE TRUST

24. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

25. Defendant has been unjustly enriched by retaining funds and improvements made by Plaintiff in reliance on a purchase agreement.

26. Plaintiff has an equitable interest in the Property.

27. A constructive trust should be imposed on the Property to prevent unjust enrichment and inequitable conduct.

WHEREFORE, Plaintiff requests that the Court impose a constructive trust on the Property, enjoin Defendant from transferring any interest therein, and grant such further equitable relief as may be just.

### COUNT IV – INJUNCTIVE RELIEF

28. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

29. Plaintiff has no adequate remedy at law to prevent Defendant from selling or transferring the Property to a third party.

30. Plaintiff will suffer irreparable harm if the Property is transferred while litigation is pending.

31. Plaintiff is likely to succeed on the merits and has acted with clean hands.

32. The balance of equities favors injunctive relief to preserve the status quo.

WHEREFORE, Plaintiff respectfully requests that the Court issue a preliminary and permanent injunction barring Defendant from selling, transferring, or otherwise

encumbering the Property during the pendency of this litigation, and grant such other relief as is equitable and appropriate.

Dated May 20, 2025

Respectfully submitted,

/s/ Mason Cole  
Attorney for Plaintiff

MASON COLE  
COLE SADKIN, LLC  
1652 W. Belmont Ave., Suite 1  
Chicago, IL 60657  
(312) 548-8610  
mcole@colesadkin.com  
Attorney for Plaintiff

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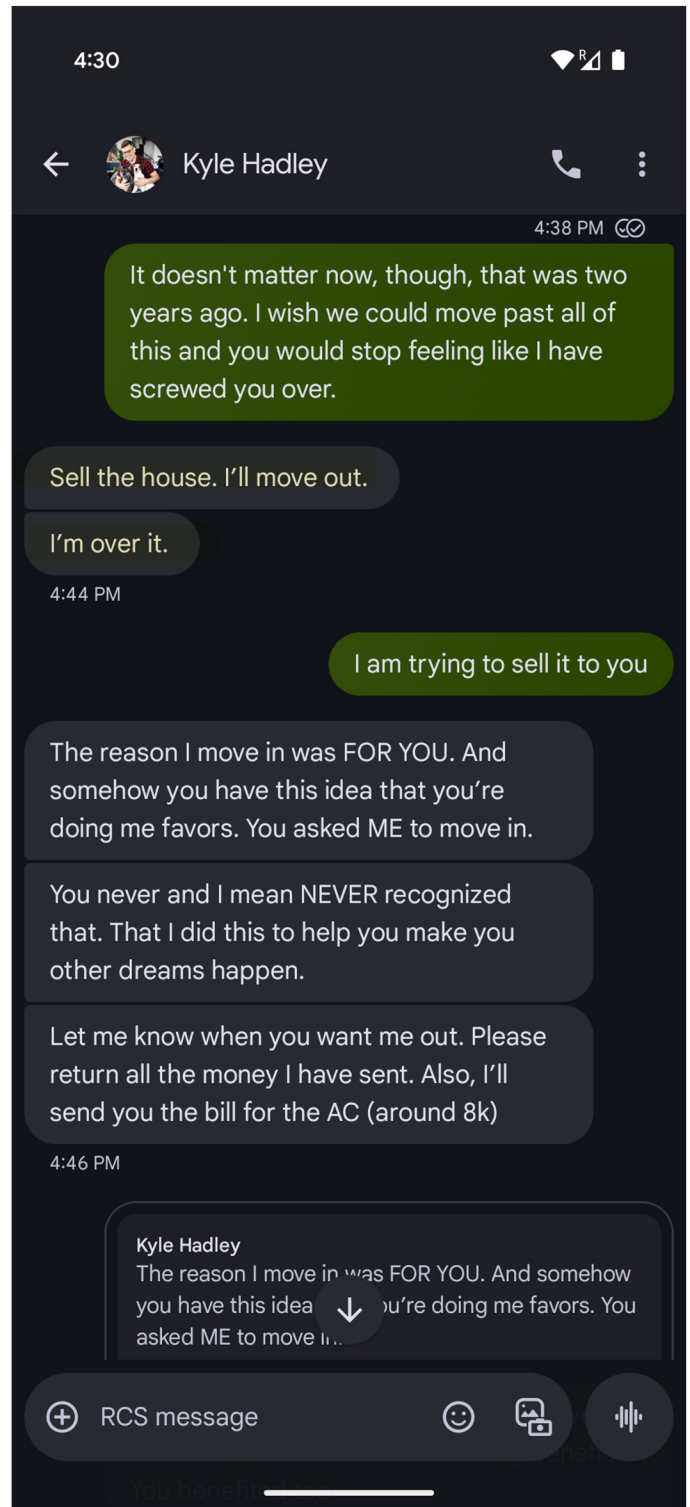
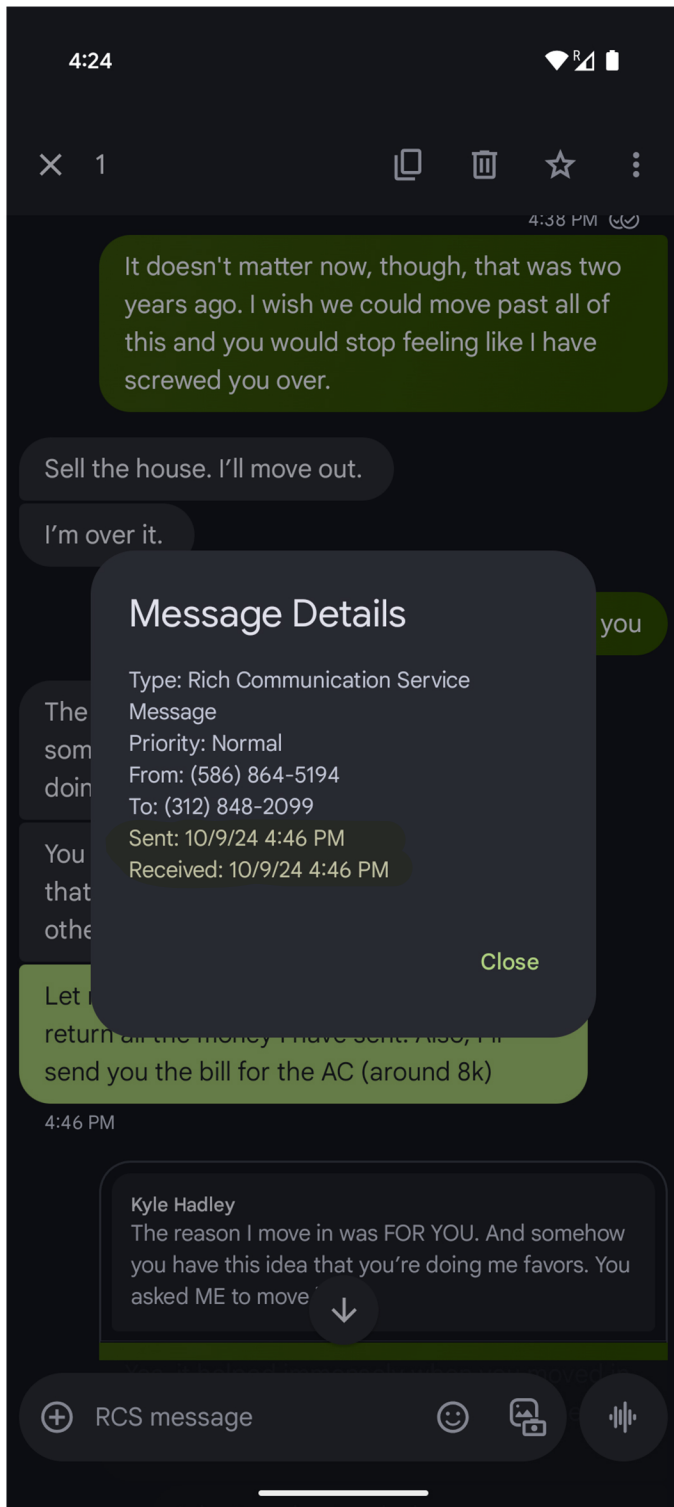
# EXHIBIT D

**October 9, 2024 Text Messages**

("Sell the house. I'll move out")

# October 9, 2024 - Text Messages

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# EXHIBIT E

**July 29, 2024 Letter requiring purchase by end of 2024**

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: 9/16/2025 7:02 PM 20251707919

July 29, 2024, 7:00 PM

100%

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.
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**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

Version history

All versions

July 2024

▶ July 29, 2024, 7:00 PM

Current version

- Brandon McGivern

July 29, 2024, 5:59 PM

- Brandon McGivern

July 29, 2024, 5:59 PM

- Brandon McGivern

Show changes

# EXHIBIT F

**February 14, 2025 Email**

Defendant admits cannot obtain financing

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(no subject)

---

**Kyle Hadley** [REDACTED]

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

# EXHIBIT G

## **Plaintiff's Sworn Affidavit**

No plans to sell property



## PROPERTY OWNERSHIP AND CURRENT STATUS

4. I purchased the Property as a long-term real estate investment and continue to hold title to the Property for investment purposes.

5. The Property is currently encumbered by a mortgage, and I am current on all mortgage payments and property taxes.

6. I have never listed the Property for sale with any real estate agent or broker, nor have I entered into any listing agreement or purchase contract for the sale of the Property to any third party.

## NO INTENTION TO SELL PROPERTY

7. **I currently have no intention, plan, or desire to sell the Property and intend to hold it as a rental investment for the foreseeable future.**

8. My current business plan for the Property is to operate it as a profitable rental investment property, not to sell it.

9. Based on my research and analysis, **comparable townhomes** in the area with similar specifications **are currently renting for \$2,800 to \$3,200 per month**, which exceeds all carrying costs including mortgage payments, taxes, insurance, and maintenance, thereby providing substantial positive cash flow.

10. The rental income strategy is significantly more financially advantageous to me than selling the Property, particularly given current market conditions and the costs associated with preparing the Property for sale, and aligns with my long-term investment strategy of building wealth through rental property ownership.

## MARKET RESEARCH ACTIVITIES

11. I acknowledge that I have conducted online research regarding recently sold comparable properties and current rental rates in my neighborhood using publicly available resources such as Redfin and other free online platforms.

12. This market research was conducted purely for informational purposes to understand the Property's current value as an investment asset and potential rental income, and was not undertaken in preparation for any sale.

13. I have not contacted, consulted with, or reached out to any real estate professionals, agents, brokers, or related service providers regarding the Property.

14. I have not discussed selling the Property with anyone, except for previous communications with Plaintiff regarding how I might need to sell the Property to return his deposit - communications that occurred before I completed my market analysis and determined that rental income makes holding the Property more financially advantageous.

15. At no time have I taken any concrete steps toward selling the Property, including but not limited to:

- Listing the Property for sale
- Hiring a real estate agent for sale purposes
- Obtaining a professional comparative market analysis for sale purposes
- Staging or preparing the Property for showing to prospective buyers
- Advertising the Property for sale in any medium
- Negotiating with any prospective purchasers
- Entering into any purchase agreements or contracts of sale

## LONG-TERM INVESTMENT STRATEGY

16. My long-term strategy for the Property is to hold it as a rental investment for several years, allowing me to:

- Generate consistent positive monthly cash flow of \$2,800-3,200 based on current market rates
- Build equity through mortgage principal reduction
- Benefit from potential property appreciation over time
- Realize tax benefits associated with rental property ownership

17. This investment strategy is based on my online market research using publicly available resources such as Redfin and other platforms, which demonstrated that rental income significantly exceeds carrying costs.

18. I have no current plans or intention to sell the Property and intend to operate it as a rental investment for the foreseeable future. Any potential sale would only be considered in the distant future under extraordinary circumstances such as significant changes in my financial situation, major adverse changes in the local rental market, or other unforeseen circumstances that would make continued ownership as a rental investment impractical.

19. My decision to pursue this long-term rental investment strategy represents a change from any previous discussions with Plaintiff about potentially selling the Property to return his deposit, as my market research clearly showed that holding the Property for rental income is far more financially advantageous than selling.

**CERTIFICATION**

20. I certify that the statements made in this affidavit are true and correct to the best of my knowledge, information, and belief.

21. I understand that making false statements in this affidavit constitutes perjury under Illinois law, specifically 735 ILCS 5/1-109, which is a Class 3 felony punishable under the laws of the State of Illinois.

22. I make this affidavit voluntarily and without coercion, duress, or promise of benefit other than the truthful resolution of the pending litigation.

FURTHER AFFIANT SAYETH NAUGHT.

*Brandon McGivern*

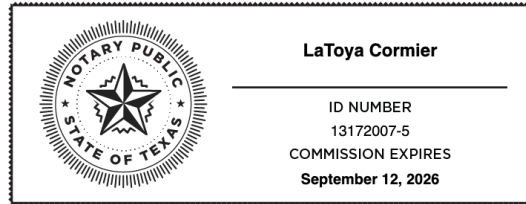
06/15/2025

BRANDON MCGIVERN

Subscribed and sworn to before me  
this 15th day of June, 2025.

*[Signature]* Notary Public, State of Texas  
Notary Public

My commission expires: 09/12/2026



Electronically signed and notarized online using the Proof platform.

**NOTARY ACKNOWLEDGMENT SECTION**

*(To be completed by Notary Public)*


Texas  
State of ~~Illinois~~ **IL**  
County of ~~Cook~~ Harris

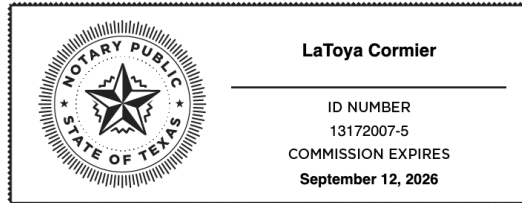
On this 15th day of June, 2025, before me personally appeared BRANDON MCGIVERN, who proved to me on the basis of satisfactory evidence to be the person

whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Notary Public, State of Texas  
\_\_\_\_\_  
Notary Public



Electronically signed and notarized online using the Proof platform.