

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

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

Case No. **20251707919**

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**EMERGENCY MOTION FOR ENTRY OF USE & OCCUPANCY  
PAYMENT TERMS**

NOW COMES Plaintiff, BRANDON MCGIVERN, pro se, and moves this Court to enter payment terms for the use and occupancy granted on August 14, 2025:

1. On August 14, 2025, this Court granted "Plaintiff's oral motion for use and occupancy." (Exhibit A - Court Order)
2. The entered order contains no payment amounts or terms.
3. Plaintiff emailed counsel today at 8:16 AM requesting payment terms and providing a 5:00 PM deadline for response. No response was received. (Exhibit B - Today's Email to Counsel)
4. Fair market rent is \$2,500/month based on comparables previously provided to the Court. (Exhibit C - Rental Comparables)
5. Defendant has paid nothing since the Court granted use and occupancy seven days ago.
6. From June 1 through September 3, 2025, Defendant owes \$7,750 in use & occupancy.
7. Plaintiff's forbearance request was denied, credit is exhausted, and without immediate

FILED DATE: 8/21/2025 5:57 PM 20251707919

use and occupancy payments, Plaintiff will be unable to make next month's mortgage payment.

8. On August 14, counsel stated he would not agree to "back owed rent" and when asked to propose alternative payment terms, refused. He then submitted two competing orders claiming the parties "could not agree on the verbiage." Seven days have passed without any proposed payment terms from counsel. (Exhibit D - August 14 Email Thread)

WHEREFORE, Plaintiff requests:

- A. Entry of an Order specifying use and occupancy at \$2,500/month
- B. Payment of \$7,750 within 48 hours
- C. Monthly payments of \$2,500 due on the 1st of each month
- D. An emergency hearing within one week

Dated August 21, 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 August 21, 2025, I served a true and correct copy of the foregoing **EMERGENCY MOTION FOR ENTRY OF USE & OCCUPANCY PAYMENT TERMS**, along with copies of Exhibits A, B, C, and D referenced therein, 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 - Court Order

**August 14, 2025 Order Granting Use and Occupancy**

(Plaintiff's oral motion for use and occupancy is granted)



# EXHIBIT B - Payment Demand

**Email from B. McGivern to M. Cole dated August 21, 2025**

(Attempt to resolve payment terms with 5PM deadline - no response received)



Brandon McGivern [REDACTED]

## RESPONSE REQUIRED BY 5PM TODAY - Use and Occupancy Payment Default

1 message

Brandon McGivern [REDACTED]

Thu, Aug 21, 2025 at 9:16 AM

To: Mason Cole <mcole@colesadkin.com>

Cc: James Cook <jcook@colesadkin.com>, Rebecca Bach <rbach@colesadkin.com>

Mr. Cole,

On August 14, 2025, Judge McCarthy granted Plaintiff's oral motion for use and occupancy. The entered order contains no payment terms.

Attached are the rental comparables that were also provided to the court showing \$2,500/month is below fair market value, the following amounts are owed:

- June 2025: \$2,500.00
- July 2025: \$2,500.00
- August 1-21, 2025: \$1,750.00 (21 days × \$83.33/day)
- **Total Due Now: \$6,750.00**

August 22-31, 2025: \$833.30 - Due August 31, 2025

September 2025: \$2,500.00 - Due September 1, 2025

Monthly thereafter: \$2,500.00 - Due on the 1st of each month

**No payments have been received since the Court granted use and occupancy seven days ago.**

Please confirm by 5:00 PM today:

1. When payment will be made for amounts currently due
2. Your client's position on the monthly rate
3. Whether your client intends to comply with the Court's order granting use and occupancy


If no response is received by 5:00 PM today, I will file an Emergency Motion requesting the Court enter specific payment terms.

Brandon McGivern  
*Pro Se Plaintiff*

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Brandon McGivern  
Web Developer / Graphic Designer  
[REDACTED]

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 Market\_Rate\_Rental\_Analysis.pdf  
145K

FILED DATE: 8/21/2025 5:57 PM 20251707919

# EXHIBIT C - Rent Comparables

**Market Rate Rental Analysis - 14 Comparable Properties**

(\$2,500/month is lowest market rate, range \$2,500-\$4,100/month)

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 D - Email Exchange

**Email thread between B. McGivern and M. Cole dated August 14, 2025**

(Counsel refused to agree to retroactive payments, refused to propose alternatives when requested, submitted competing orders claiming parties "could not agree")

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

Thu, Aug 14, 2025 at 3:38 PM

To: Brandon McGivern [REDACTED]

Cc: jcook@colesadkin.com

Brandon, please review and approve, and I will copy you when sending to Chambers.

[Quoted text hidden]



**McGivern v. Hadley, 2025-M1-707919--August 7, 2025 Agreed Order (MSC Redline 8-7) (2).docx**

17K

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**Brandon McGivern** [REDACTED]

Thu, Aug 14, 2025 at 4:27 PM

To: Mason Cole <mcole@colesadkin.com>

Cc: jcook@colesadkin.com

Mason, I've revised the order to accurately reflect today's proceedings, including:

- The Court's order for transcripts and oral arguments on September 3
- Use and occupancy at fair market rate as granted by the Court

The use and occupancy runs from June 1 to avoid any complexity with May payments. I've attached the rental comparables showing market rates averaging \$3,089/month, confirming that \$2,500/month is conservative. Payment schedule is straightforward:

- \$6,250 for June 1-August 14 (within 7 days)
- \$1,166,67 for August 15-31 (by September 1)
- \$2,500 monthly thereafter

Please review and let me know if you have any questions.

Best,

Brandon

Attachment: Market\_Rate\_Rental\_Analysis.pdf

Attachment: Agreed Order 8.14.25

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Brandon McGivern  
Web Developer / Graphic Designer

[Quoted text hidden]

3 attachments

 **McGivern v. Hadley, 2025-M1-707919--August 14, 2025 Agreed Order- McGivern Approved.docx**  
26K

 **(redlined)McGivern v. Hadley, 2025-M1-707919--August 14, 2025 Agreed Order- McGivern Approved.docx**  
26K

 **Market\_Rate\_Rental\_Analysis.pdf**  
145K

Mason Cole <mcole@colesadkin.com>

Thu, Aug 14, 2025 at 5:38 PM

To: Brandon McGivern

Cc: jcook@colesadkin.com

I'll have to review this evening. I am not agreeing to back owed rent. We are agreeing for you to rescind your prior motion barring rent.

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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[Quoted text hidden]

Brandon McGivern

Thu, Aug 14, 2025 at 5:54 PM

To: Mason Cole <mcole@colesadkin.com>

Cc: jcook@colesadkin.com

Mason, today's use and occupancy order is new relief granted by Judge McCarthy to address Kyle's continued occupancy without payment. The Court granted this after learning I'm facing foreclosure while Kyle occupies the property rent-free.

FILED DATE: 8/21/2025 5:57 PM 20251707919

If you cannot agree to retroactive use and occupancy, please propose what you will accept so we can submit an order reflecting at least the prospective payments the Court authorized. Time is of the essence as I need to provide documentation to my mortgage company.

Brandon

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

[REDACTED]

[Quoted text hidden]

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