IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION

KYLE HADLEY, *Plaintiff*, v. **BRANDON MCGIVERN**, *Defendant*.	)))))))))	Case No. **2025-CH-05527** Judge Eve M. Reilly Courtroom 2405

DEFENDANT'S MOTION FOR SUMMARY JUDGMENT ON PLAINTIFF'S REMAINING CLAIMS

Defendant Brandon McGivern, appearing *pro se*, respectfully moves this Court for summary judgment on Plaintiff's remaining claims (Count I - Breach of Contract and Count II - Quantum Meruit). This lawsuit was filed in bad faith as retaliation against Defendant's legitimate eviction action, three hours after Plaintiff was notified of that action, despite Defendant having already acknowledged Plaintiff's $30,000 contribution in writing and offered to return it. There was never a legitimate dispute requiring litigation.

This Court's December 22, 2025 Order dismissed Plaintiff's ownership claims (Counts III and IV) with prejudice, *sua sponte*, finding they "do not state valid causes of action." What remains are purely monetary disputes that can be resolved without trial because: (1) Defendant acknowledges Plaintiff contributed $30,000; (2) this amount is subject to offset by Defendant's counterclaim damages; and (3) the undisputed facts establish Plaintiff repudiated any alleged agreement, breached first, and is not entitled to equitable relief.

I. THIS LAWSUIT WAS RETALIATORY AND FILED IN BAD FAITH

1. Defendant Already Acknowledged the $30,000, No Lawsuit Was Necessary

(a) On February 14, 2025, Plaintiff emailed Defendant stating he could not secure financing and requesting "return the $30,000 plus cost of air conditioner and washer/dryer, for a total reimbursement of 40,217." (Exhibit B)

(b) On February 15, 2025, Defendant responded with a detailed letter offering two resolution options, including: "*Return of your $30,000 investment upon sale of property, less*" documented damages. (Exhibit C)

(c) **Defendant never disputed Plaintiff's $30,000 contribution.** The February 15, 2025 letter explicitly acknowledged it and offered to return it less damages. There was no dispute requiring judicial intervention on this issue.

(d) Plaintiff did not respond to Defendant's February 15, 2025 letter within the specified 14-day period or at any time thereafter.

2. The Three-Hour Retaliatory Filing and Demand to Withdraw

(a) On March 18, 2025, after receiving no response to his February 15 letter, Defendant issued a 60-Day Notice to Vacate requiring Plaintiff to vacate by May 17, 2025.

(b) On May 20, 2025, Defendant filed his eviction action (Case No. 2025-M1-707919).

(c) On May 21, 2025 at 10:14 AM, Defendant notified Plaintiff and his counsel Mason Cole of the eviction filing via email. (Exhibit E)

(d) **On May 21, 2025 at 12:24 PM, just three hours later, Plaintiff filed this Chancery action.**

(e) On May 23, 2025, Plaintiff's counsel Mason Cole emailed Defendant explicitly demanding that Defendant withdraw the eviction case, stating: "*I am hoping you will voluntarily withdrawal [sic].*" (Exhibit E)

(f) Prior to filing this lawsuit, Plaintiff had already revealed his true intent: to hold Defendant's property hostage as leverage for payment. On April 22, 2025, in an email accidentally forwarded by Plaintiff's counsel to Defendant, Plaintiff stated: "*I will vacate the property by 7/31, only after my money is returned to me.*" (Exhibit I). This statement, made after Defendant had already acknowledged the $30,000 in writing, demonstrates that Plaintiff's purpose was not to recover money Defendant disputed, but to use unlawful holdover as leverage against a properly served Notice to Vacate.

(g) This lawsuit was filed to stop the eviction and financially exhaust an unrepresented defendant, not to recover money that was never disputed.

3. Plaintiff Knew His Claims Were Legally Baseless

(a) Plaintiff is a licensed Illinois real estate agent. (Deemed Admission #21)

(b) Plaintiff knew that oral real estate agreements are unenforceable under the Illinois Statute of Frauds. (Deemed Admission #22)

(c) Plaintiff never had a written agreement with Defendant regarding the property. (Deemed Admission #23)

(d) Despite knowing his claims were legally baseless, Plaintiff filed this lawsuit to pressure Defendant to abandon the eviction and to financially injure an unrepresented party through litigation costs.

4. Plaintiff's Pattern of Fabrication and False Statements

(a) Plaintiff and his counsel have engaged in a systematic pattern of fabrication throughout this litigation:

(i) Fabricated Exhibit B (Equity Tracking Document)

- On September 29, 2025, this Court granted Defendant's Motion to Strike Exhibit B, finding that Plaintiff fabricated this evidence central to his claims.

- Plaintiff admitted through deemed admissions that he fabricated the equity tracking document (Admission #26) and altered the purchase price from $320,000 to $300,000 (Admission #27).

- Notably, Plaintiff's April 22, 2025 email to his counsel references purchasing at "*$300k as was the last agreement*," not the actual $320,000 purchase price. (Exhibit I). This confirms that Plaintiff's fabrication of Exhibit B, which altered the purchase price from $320,000 to $300,000, was not an error but a deliberate misrepresentation that Plaintiff had internalized and repeated to his own counsel.

(ii) Fabricated Discovery Responses (Admissions)

- Plaintiff's counsel, Mason Cole, admitted in open court on September 29, 2025 that he "completely fabricated" responses to non-existent requests for admission, creating ten fictitious admission responses that were never requested by Defendant.

(iii) False Discovery Responses (Interrogatories) - Plaintiff provided materially false interrogatory responses regarding his finances:

- **Vehicle Purchase:** Plaintiff stated he purchased his vehicle for approximately $18,000. The actual purchase receipt shows **$47,123.45**, a **$29,123.45 discrepancy**. (Exhibit F - Vehicle Purchase Receipt)

- **Condominium Sale Proceeds:** Plaintiff stated he received approximately $76,000 from his condominium sale. The HUD-1 Settlement Statement shows **$124,748.60**, a **$48,748.60 discrepancy**. (Exhibit G - HUD-1 Settlement Statement)

5. These false financial disclosures are directly relevant to Plaintiff's breach: the deemed admissions establish that Plaintiff sold his condominium in October 2023 and used the proceeds to purchase a vehicle instead of purchasing Defendant's property as originally contemplated. (Admission #16). Plaintiff's lies about these amounts were designed to conceal the magnitude of his breach, he had $124,748.60 available and spent $47,123.45 on a car instead of purchasing the property.

6. Plaintiff's bank statements, ordered produced by January 20, 2026, are expected to further document Plaintiff's diversion of funds away from the property purchase. Defendant reserves the right to supplement this motion with additional evidence of financial misconduct once those records are produced.

7. **The Financial Harm to Defendant** - This retaliatory lawsuit has caused significant financial harm to Defendant:

(a) Defendant's mortgage obligations total $2,303.69/month while Court-ordered

Use & Occupancy is only $2,080/month, guaranteeing a monthly deficit of $223.69;

(b) The eviction stay imposed pending this Chancery case has prevented Defendant from recovering possession of his property for over seven months;

(c) Defendant, proceeding *pro se* due to financial constraints, has spent hundreds of hours defending against fabricated claims.

(d) Defendant has incurred $475 in court filing fees defending against this baseless lawsuit.

8. **The retaliatory nature of this lawsuit is undeniable.** Plaintiff never disputed that the $30,000 would be returned, he disputed only the timing and offsets. Rather than negotiate in good faith, Plaintiff filed suit three hours after learning of the eviction, explicitly demanded Defendant withdraw that eviction, fabricated evidence to support ownership claims he knew were void, and has prolonged litigation to financially exhaust an unrepresented defendant.

II. UNDISPUTED MATERIAL FACTS

9. The Parties' Arrangement. In 2022, the parties discussed an arrangement for Plaintiff to purchase the property at 6122 N. Winthrop Ave., Unit C, Chicago, Illinois for $320,000.

10. No written agreement was ever executed. (Deemed Admission #23)

11. Plaintiff contributed $30,000 toward the property. Defendant acknowledges this contribution and has never disputed it.

12. Plaintiff's Repudiation and Breach. On July 29, 2024, Defendant provided

Plaintiff with a formal letter extending the deadline to complete the purchase to the end of 2024. (Exhibit A). This extension was granted despite Plaintiff having already breached the original arrangement in October 2023 when he used his condominium sale proceeds to purchase a vehicle instead of the property.

13. Plaintiff did not respond to the letter or take any steps to purchase the property by the extended deadline.

14. On October 9, 2024, Plaintiff texted Defendant: "Sell the house. I'll move out." (Deemed Admission #15; Exhibit H)

15. In October 2023, Plaintiff sold his condominium for **$124,748.60** (per HUD-1), not the $76,000 he falsely claimed. Instead of using the proceeds to purchase the property as originally contemplated, Plaintiff purchased a **$47,123.45** vehicle (per purchase receipt), not the $18,000 he falsely claimed. (Deemed Admission #16; Exhibits F, G)

16. On February 14, 2025, Plaintiff sent Defendant an email demanding "return the $30,000," *not* completion of the sale. (Deemed Admissions #19, #20; Exhibit B). This language is consistent with treating his contribution as a returnable deposit, not an equity interest.

17. On April 22, 2025, Plaintiff emailed his counsel stating: "*My ideal goal is to still purchase the property at $300k as was the last agreement.*" (Exhibit I). This statement reveals two critical facts: (1) Plaintiff had abandoned the original $320,000 purchase price and was working from a fabricated $300,000 figure, the same altered amount found in the fabricated Exhibit B; and (2) Plaintiff's "ideal goal" was contingent

and uncertain, not the firm commitment required to establish an enforceable agreement or partial performance.

18. Plaintiff's Unjust Enrichment at Defendant's Expense. From August 2022 through the present, Plaintiff collected rental income by subletting rooms in Defendant's property without authorization. (Deemed Admission #18)

19. Plaintiff's own bank records (Hadley 000101) document at least $14,650 in subletting income through April 2025, with additional amounts continuing thereafter.

20. From August 2024 forward, when Defendant moved out and Plaintiff had exclusive use of the fully furnished property, Plaintiff paid $2,080/month while comparable unfurnished properties rent for $2,500-$3,259/month. (Exhibit D - Rental Comparables)

21. Plaintiff concealed water damage for more than four months. (Deemed Admission #11)

22. Plaintiff disposed of Defendant's functioning appliances without authorization. (Deemed Admission #28)

23. Procedural History

(a) On September 29, 2025, this Court granted Defendant's Motion to Deem Admissions, establishing all 30 requested facts as admitted.

(b) On September 29, 2025, this Court granted Defendant's Motion to Strike Exhibit B, finding that Plaintiff fabricated evidence.

(c) On December 22, 2025, this Court, *sua sponte*, dismissed Plaintiff's Count III (Constructive Trust) and Count IV (Injunctive Relief) with prejudice, finding they "do not state valid causes of action."

(d) On December 22, 2025, this Court granted Defendant's Motion for Default Judgment on Counterclaims, with a prove-up hearing set for January 26, 2026.

(e) Plaintiff's only remaining claims are Count I (Breach of Contract) and Count II (Quantum Meruit), both seeking monetary damages only.

III. LEGAL STANDARD

24. Summary judgment is appropriate when "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." 735 ILCS 5/2-1005(c); *Gilbert v. Sycamore Municipal Hospital*, 156 Ill. 2d 511, 518 (1993).

25. Deemed admissions are conclusive and binding on the party against whom they are entered. *Knauerhaze v. Nelson*, 361 Ill. App. 3d 538, 550 (1st Dist. 2005). They "may serve as the factual basis for summary judgment." *Bright v. Dicke*, 166 Ill. 2d 204, 210 (1995).

IV. ARGUMENT

Count I (Breach of Contract) Should Be Dismissed

26. ***Plaintiff Repudiated Any Alleged Agreement.*** A party who repudiates a contract cannot thereafter sue for its breach. *Cole v. Ignatius*, 114 Ill. App. 3d 66, 71 (1st Dist. 1983). Repudiation occurs when a party manifests a definite and unequivocal intent not to perform. Plaintiff's repudiation is undisputed:

(a) October 9, 2024: Plaintiff texted "Sell the house. I'll move out." (Deemed Admission #15; Exhibit H).

(b) February 14, 2025: Plaintiff demanded "return the $30,000," not completion of the sale. (Deemed Admissions #19, #20; Exhibit B).

(c) April 22, 2025: Plaintiff told his counsel "*I will vacate the property by 7/31, only after my money is returned to me*," conditioning vacancy on payment rather than seeking to complete the purchase. (Exhibit I).

(d) July-December 2024: Plaintiff ignored Defendant's formal deadline to purchase by year-end.

27. Plaintiff cannot repudiate the alleged agreement, demand return of his money, threaten to hold the property hostage, and then sue for breach when Defendant accepts the repudiation.

28. ***Plaintiff Breached First.*** A party who commits the first material breach cannot recover. *Goldberg v. Brooks*, 409 Ill. App. 3d 106, 114 (1st Dist. 2011). Plaintiff's breaches include: failure to purchase after selling his condo for $124,748.60 (using $47,123.45 to buy a car instead, Admission #16); ignoring the July 2024 deadline; unauthorized subletting ($20,626+, Admission #18); concealing water damage (Admission #11); and disposing of Defendant's appliances (Admission #28).

29. ***Plaintiff's Professional Knowledge Bars Relief.*** Plaintiff is a licensed real estate agent (Admission #21) who knew oral real estate agreements are unenforceable

(Admission #22). A professional cannot claim reasonable reliance on an agreement he knew was void. Count I should be dismissed.

Count II (Quantum Meruit) Should Be Resolved on Summary Judgment

30. ***Defendant Acknowledges the $30,000 Contribution.*** Defendant acknowledged this debt in his February 15, 2025 letter, offering to return it less documented damages. This lawsuit was never necessary to recover the $30,000, Defendant already acknowledged it. There is no genuine issue of material fact as to Plaintiff's contribution.

31. ***Plaintiff Is Not Entitled to the Additional $10,217 Claimed.*** Plaintiff claims an additional $10,217 for appliance replacements. These amounts are not recoverable because Plaintiff disposed of Defendant's functioning appliances without authorization (Admission #28), made replacements for his own benefit while residing in the property, paid below-market rent throughout his tenancy, and a tenant making unauthorized alterations is not entitled to reimbursement.

32. ***Unclean Hands Bars Equitable Relief.*** Quantum meruit is an equitable remedy requiring clean hands. *Schiller v. Mitchell*, 357 Ill. App. 3d 435, 445 (2d Dist. 2005). Plaintiff's documented pattern of fabrication—Exhibit B, the ten fabricated admission responses, and the materially false discovery responses regarding his vehicle ($29,123.45 discrepancy) and condo proceeds ($48,748.60 discrepancy)—bars equitable relief. A party who systematically lies to the Court cannot seek equity's aid.

33. ***The Offset Calculation Eliminates Plaintiff's Recovery.*** Even setting aside unclean hands, Defendant's counterclaims offset Plaintiff's $30,000:

(a) Unjust Enrichment - Unauthorized Subletting: $20,626+ (entire period August 2022 - present)

(b) Unjust Enrichment - Below-Market Rent Differential: $7,140-$21,222 (August 2024 - present: $420-$1,179/month × 18 months)

(c) Property Damage: Water damage concealed 4+ months, repair costs documented

(d) Conversion: Disposal of Defendant's functioning appliances

34. Total unjust enrichment alone exceeds $40,000, more than offsetting Plaintiff's $30,000. **Plaintiff owes Defendant money, not the other way around.**

V. NO TRIAL IS NECESSARY

35. The parties' positions can be summarized simply: Plaintiff claims $30,000 (acknowledged) + $10,217 in "improvements" (disputed). Defendant's counterclaims total $40,000+ in unjust enrichment alone, plus property damage and conversion. The deemed admissions establish the material facts. Plaintiff's own bank records establish subletting income. The rental comparables establish market rate. This is pure math, not a factual dispute requiring trial.

36. This Court can resolve both remaining counts on summary judgment, with final damages determined at the January 26, 2026 prove-up hearing. The prove-up will establish Defendant's damages; those damages offset Plaintiff's $30,000; the net judgment

can be entered. **A trial would serve no purpose and would only further reward Plaintiff's retaliatory litigation strategy.**

VI. CONCLUSION

WHEREFORE, Defendant Brandon McGivern respectfully requests this Court:

(A) Enter summary judgment dismissing Count I (Breach of Contract) on the grounds that Plaintiff repudiated the alleged agreement, breached first, and cannot claim reasonable reliance as a licensed real estate professional;

(B) Enter summary judgment on Count II (Quantum Meruit) finding that Plaintiff is entitled to $30,000, subject to offset by Defendant's counterclaim damages to be established at the January 26, 2026 prove-up hearing;

(C) Find that Plaintiff is not entitled to the additional $10,217 claimed for unauthorized appliance replacements;

(D) Consolidate the resolution of Plaintiff's claims with the January 26, 2026 prove-up hearing so that final judgment on all claims can be entered; and

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

Dated: January 2, 2026

RESPECTFULLY SUBMITTED,

/s/ Brandon McGivern
Brandon McGivern, Defendant

Brandon McGivern, *Pro Se*
5701 N Sheridan Rd #23G
Chicago, IL 60660
[redacted]

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Defendant's Motion for Summary Judgement on the Plaintiff's Remaining Claims** was served upon Plaintiff's counsel by email to mcole@colesadkin.com on January 2, 2026.

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

EXHIBIT INDEX

Exhibit	Description
A	July 29, 2024 Letter (Extended Purchase Deadline)
B	February 14, 2025 Email (Plaintiff's Demand for Return of $30,000)
C	February 15, 2025 Letter (Defendant's Offer to Return Less Damages)
D	Rental Comparables (14 Properties)
E	May 21-23, 2025 Email Thread (Retaliatory Filing and Demand to Withdraw)
F	Vehicle Purchase Receipt ($47,123.45)
G	HUD-1 Settlement Statement ($124,748.60)
H	October 9, 2024 Text Message ("Sell the house. I'll move out")
I	April 22, 2025 Email Thread (Plaintiff's "Hostage" Statement and $300k Reference)

EXHIBIT A

July 29, 2024 Letter

Extended Purchase Deadline

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

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.
- 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

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 B

February 14, 2025 Email

Plaintiff's Demand for Return of $30,000

Gmail

Brandon McGivern [redacted]

(no subject)
1 message

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 C

February 15, 2025 Letter

Defendant's Offer to Return Less Damages

Brandon McGivern
5701 N Sheridan Rd
23G
Chicago IL 606600

USPS CERTIFIED MAIL

9214 8901 4298 0413 7048 55

0011076071000011
Kyle Hadley
6122 N Winthrop Ave Unit C
Chicago IL 60660

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.

<u>Background</u>

- 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

<u>Current Status</u>

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.

<u>Available Options</u>

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,

Brandon McGivern

Gmail

Brandon McGivern [redacted]

(no subject)

Kyle Hadley [redacted] Tue, Mar 4, 2025 at 6:19 PM
To: Brandon McGivern [redacted]

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

I am guessing you are not working with anattorney, 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]

EXHIBIT D

Rental Comparables

14 Properties

Comparable Rental Listings

3-Bedroom Units Near 6122 N. Winthrop Ave., Unit C, Chicago, IL 60660

Subject Property: 6122 N. Winthrop Ave., Unit C – Fully Furnished 3BR/2.5BA, 1,800 sq ft, Townhouse with parking and in-unit laundry room.

Current Use & Occupancy: $2,080/month

Average Comparable Rent (Unfurnished): $3,259/month

Note: All comparable units listed below are UNFURNISHED. Furnished rentals typically command a 20-30% premium.

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

Source: Public rental listing data from Zillow, Apartments.com, and Redfin.

EXHIBIT E

May 21-23, 2025 Email Thread

Retaliatory Filing and Demand to Withdraw

RE: Forcible Entry and Detainer Action Filed - 6122 N Winthrop Ave Unit C

3 messages

Brandon McGivern [redacted] Wed, May 21, 2025 at 10:14 AM
To: Mason Cole <mcole@colesadkin.com>, Kyle Hadley [redacted]

Dear Mr. Cole and Mr. Hadley,

This letter is to inform you that as Mr. Hadley has failed to vacate 6122 N Winthrop Ave Unit C as legally required by the 60-day Notice to Vacate that expired May 17, 2025, I have filed a Forcible Entry and Detainer action with the Circuit Court of Cook County (Case #20251707919).

The initial court date is scheduled for June 23, 2025, at 11:00 AM in Courtroom 1302 at the Richard J Daley Center. Service will proceed through the Sheriff's office.

Please note that holdover damages continue to accrue at the rate of $166.67 per day from May 18, 2025 until possession is surrendered.

Regards,
Brandon McGivern
Owner, 6122 N Winthrop Ave Unit C

Brandon McGivern
[redacted]

Mason Cole <mcole@colesadkin.com> Fri, May 23, 2025 at 9:00 AM
To: Brandon McGivern [redacted]
Cc: Kyle Hadley [redacted]

Brandon, not trying to litigate via email. But our office filed an action to enforce the underlying property sale. I do not want to file a Motion to Dismiss or consolidate the L&T action, so I am hoping you will voluntarily withdrawal. Please let me know if you have any comments or questions. Looking forward to hearing from you. Have a great week.

[Quoted text hidden]

--
Sincerely,

Mason Cole
Cole Sadkin, LLC
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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4 attachments

20251707919 (1).pdf
422K

2025-5-20 [Hadley (McGivern)] Complaint (1).pdf
451K

20251707919.pdf
1120K

2025-5-20 McGivern Summons (1).pdf
1108K

Brandon McGivern [redacted] Tue, May 27, 2025 at 9:00 AM
To: Mason Cole <mcole@colesadkin.com>
Cc: Kyle Hadley <[redacted]

Dear Mr. Cole,

Receipt of your email dated Friday, May 23, 2025, and the copy of the complaint concerning Case No. 2025CH05527, is acknowledged.

The matter is under review. A formal response will be provided according to court rules.

Sincerely,

Brandon McGivern

Brandon McGivern
[redacted]

[Quoted text hidden]

EXHIBIT F

Vehicle Purchase Receipt

$47,123.45

Retail Purchase Agreement

BUYER	**Kyle William Hadley**			
ADDRESS LINE 1	6122 N WINTHROP AVE			
ADDRESS LINE 2	UNIT C			
CITY, STATE, ZIP	CHICAGO IL 60660-2680			
PHONE(S)	RES. 5868645194		BUS. N/A	
CO-BUYER	**N/A**			
ADDRESS LINE 1				
ADDRESS LINE 2				
CITY, STATE, ZIP				
PHONE(S)	RES.		BUS.	
VEHICLE BEING PURCHASED ("VEHICLE")				
Year 2022	Make Ford	Model Mustang MACH-E		Body Sport Utility
Lic. Plate #	License Tab #	Expires	Mileage 12818	Color Black
[redacted]				

Dealership provides an express limited warranty ("Limited Warranty"). Buyer has a copy of the Limited Warranty. No other express or implied warranties are made by the Dealership and there will be no implied warranties of merchantability or fitness for a particular purpose unless required by applicable law. Dealership does not have to make any repairs on the Vehicle, except as required under the Limited Warranty and applicable state law. Buyer(s) may also have other rights that vary from state to state.

Buyer(s) ("You") and Dealership ("We" or "Us") agree that this Retail Purchase Agreement (this "Agreement") is governed by federal law and the law of the state of the Dealership Address. We are agreeing to sell to You and You are agreeing to buy from Us the Vehicle at our Dealership Address, subject to the terms and conditions of this Agreement (the "Transaction"). We agree to transfer to You and You agree to accept title and ownership of the Vehicle in the state of the Dealership Address. You may take delivery of the Vehicle from Us at our Dealership Address, or You may request the Vehicle be made available for pick-up and/or delivery at another location approved by Us.

TRADE IN VEHICLE #1				
Year N/A	Make N/A	Model N/A		Body N/A
Lic. Plate # N/A	License Tab #	Expires	Mileage N/A	Color N/A
VIN # N/A				
TRADE IN VEHICLE #2				
Year N/A	Make N/A	Model N/A		Body N/A
Lic. Plate # N/A	License Tab #	Expires	Mileage N/A	Color N/A
VIN # N/A				

DS
kH
__________ Buyer's Initials   __________ Co-Buyer's Initials

Date 10/03/2023 Phone 1-800-333-4554
Dealership CARVANA, LLC
Dealership Address 720 ENTERPRISE DRIVE
City, State, Zip OAK BROOK, IL 60523-1908
Stock Number 2002544199

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

LA INFORMACION QUE VE ADHERIDA EN LA VENTANILLA FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN ELLA PREVALECE POR SOBRE TODA OTRA DISPOSICION INCLUIDA EN EL CONTRATO DE COMPRAVENTA

Selling price	$42,740.00
Sales Tax	$3,953.45
Registration Fee	$251.00
Title Fee	$165.00
Optional ERT Fee paid to Vitu	$14.00
Subtotal	**$47,123.45**
1 Cash Down Payment	$6,623.45
2 Total Down Payment (Cash Down Payment + Net Trade Allowance + Nonrefundable Shipping)	**$ 6,623.45**
LIEN HOLDER BALANCE	**$40,500.00**

EXHIBIT G

HUD-1 Settlement Statement

$124,748.60

FILED DATE: 1/2/2026 1:46 PM 2025CH05527

CHICAGO TITLE & TRUST.

Chicago Title and Trust Company

1701 Golf Road, 1-ste-101, Rolling Meadows, IL 60008-4227
Phone: (847)758-4800 | Fax: (847)758-4750

MASTER STATEMENT

Settlement Date: October 17, 2023
Disbursement Date: October 17, 2023

Escrow Number: 23NW7151820NSD
Escrow Officer: Carmela Storino
Email: Carmela.Storino@ctt.com

Buyer: Duplex Tower LLC
4520 N. Clarendon Avenue
Chicago, IL 60640

Seller: Kyle Hadley
6166 N. Sheridan Road, Unit 22K
Chicago, IL 60660

Property: 6166 N. Sheridan Road, Unit 22K
Chicago, IL 60660

SELLER			BUYER	
$ DEBITS	$ CREDITS		$ DEBITS	$ CREDITS
		FINANCIAL CONSIDERATION		
	278,065.57	Sale Price ($241,398.90 Purchase Price + $11,666.67 Yes Vote +$25,000.00 Upgrade Credit from Buyer)	278,065.57	
		PRORATIONS/ADJUSTMENTS		
967.74		Rent Proration		967.74
1,069.35		2022 2nd Tax Proration		1,069.35
2,276.66		2023 Tax Proration		2,276.66
		TITLE & ESCROW CHARGES		
50.00		CPL Fee to Seller to Chicago Title Insurance Company		
950.00		Disbursement and Escrow Fee to Chicago Title and Trust Company		
		Recording Service Fee to Chicago Title Company, LLC	15.00	
250.00		Title Update Fee to Chicago Title Insurance Company		
50.00		Wire Fee to Seller to Chicago Title and Trust Company		
2,075.00		Owner's Title Insurance to Chicago Title Insurance Company / Chicago Title Company, LLC		
		Policies to be issued: Owners Policy Coverage: $278,065.57 Premium: $2,075.00 Version: ALTA Owner's Policy 2006		
		GOVERNMENT CHARGES		
		Recording Fees to Chicago Title Company, LLC	107.00	
835.50		City Transfer Tax to MYDEC Chicago Transfer Stamps	2,088.75	
139.25		County Transfer Tax to MYDEC Cook County Transfer Stamps		
278.50		State Transfer Tax to MYDEC Cook County Transfer Stamps		

SELLER $ DEBITS	SELLER $ CREDITS		BUYER $ DEBITS	BUYER $ CREDITS
		PAYOFFS		
137,190.77		Payoff of First Mortgage Loan to Specialized Loan Servicing LLC Good Thru 10/27/23 Total Payoff 137,190.77		
		HOA CHARGES		
630.89		Assessments Due to Granville Tower Condominium Association		
317.00		PAL Fee to Community Specialists		
		MISCELLANEOUS CHARGES		
550.00		Attorney fee to Kovitz Shifrin Nesbit		
5,561.31		Commission to Kiser Group Realty Inc		
125.00		Water Cert Fee to CLAS Clerking		
153,316.97	278,065.57	**Subtotals**	280,276.32	4,313.75
		Balance Due FROM Buyer		**275,962.57**
124,748.60		**Balance Due TO Seller**		
278,065.57	278,065.57	**TOTALS**	280,276.32	280,276.32

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

SEE ATTACHED

Kyle Hadley

BUYER:

Duplex Tower LLC

BY: SEE ATTACHED

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Chicago Title and Trust Company
Settlement Agent

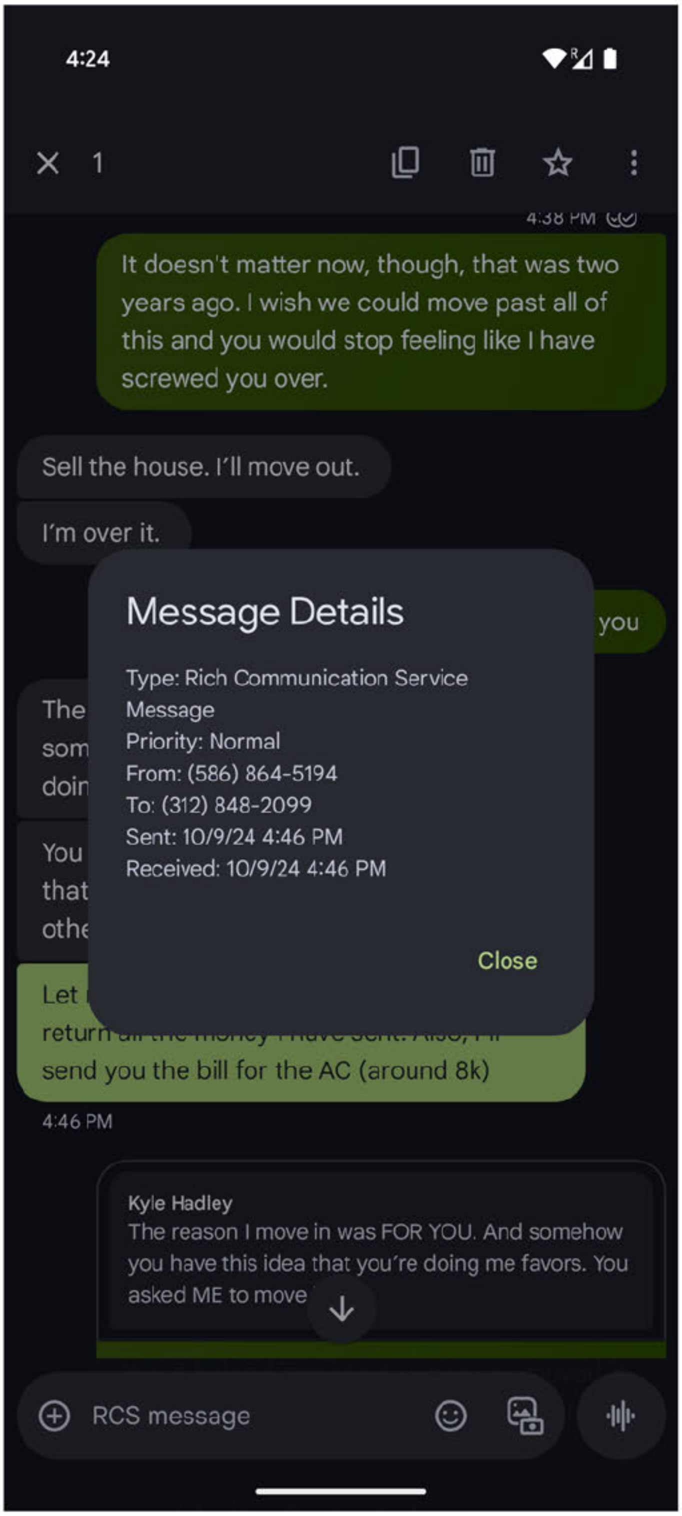
FILED DATE: 1/2/2026 1:46 PM 2025CH05527

EXHIBIT H

October 9, 2024 Text Message

"Sell the house. I'll move out"

October 9, 2024 - Text Messages



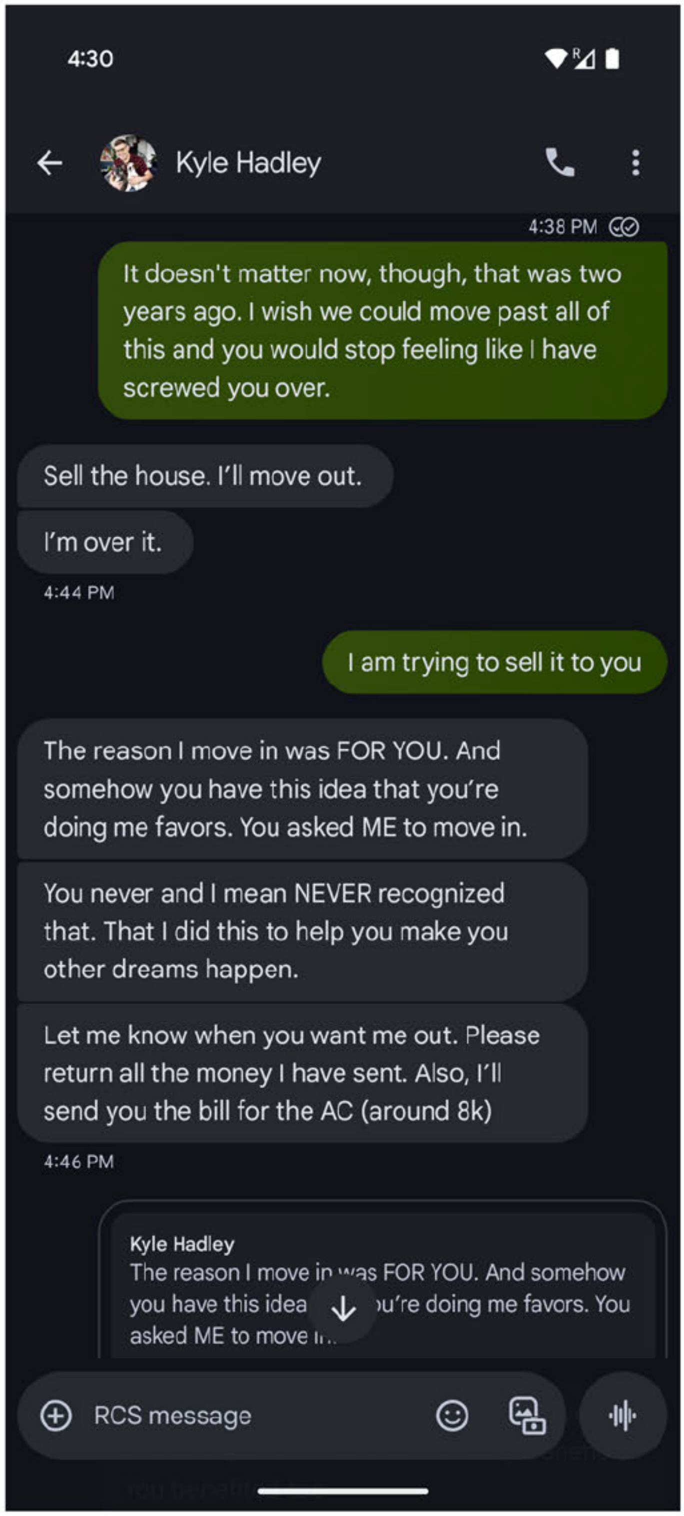


EXHIBIT I

April 22, 2025 Email Thread

Plaintiff's "Hostage" Statement and $300k Reference

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

Regards,
Brandon McGivern

Brandon McGivern
[redacted]

On Wed, Apr 23, 2025 at 7:24 AM Mason Cole <mcole@colesadkin.com> wrote:

> 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.
>
> On Tue, Apr 22, 2025 at 7:35 PM Brandon McGivern [redacted] wrote:
>
>> 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.
>> 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
[redacted]

On Tue, Apr 22, 2025 at 5:43 PM Mason Cole <mcole@colesadkin.com> wrote:

> 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]
> Date: Tue, Apr 22, 2025 at 4:35 PM
> Subject: Re: 6122 N Winthrop: Property Access and Pre-move-out Inspection
> To: Mason Cole <mcole@colesadkin.com>
> Cc: Kyle Hadley [redacted], 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]> 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 retuned 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:

> 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: