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: