

UNOFFICIAL COPY


UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS

 Recorded at Request of:
 Vivint Solar Developer, LLC

Doc# 1923513038 Fee \$93.00

IHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/23/2019 02:30 PM PG: 1 OF 4

A. NAME & PHONE OF CONTACT AT FILER (optional) 877-404-4129 (option 7)	
B. E-MAIL CONTACT AT FILER (optional) filings@vivintsolar.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="display: flex; justify-content: space-between;"> <div> Vivint Solar Developer, LLC P.O. Box 4589 Portland, OR 97208 </div> </div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

 1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME			
OR	1b. INDIVIDUAL'S SURNAME Perez	FIRST PERSONAL NAME Ida	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 2217 Sprucewood Ave		CITY Des Plaines	STATE IL
		POSTAL CODE 60018	COUNTRY USA

 2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME Perez	FIRST PERSONAL NAME Jorge	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS 2217 Sprucewood Ave		CITY Des Plaines	STATE IL
		POSTAL CODE 60018	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME OF ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Vivint Solar Developer, LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 1800 W. Ashton Blvd.		CITY Lehi	STATE UT
		POSTAL CODE 84043	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A attached hereto.

 S 7
 P 4
 S M
 M 4
 SC 7
 E M
 INT 946

 5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

 6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☒ Non-UCC Filing

 6b. Check only if applicable and check only one box:

 7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Acct # S-6126222

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S SURNAME

Perez

FIRST PERSONAL NAME

Ilda

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (for line 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Ilda Perez, and Jorge Perez

16. Description of real estate:

County of: Cook

Address of

Real Estate: 2217 Sprucewood Ave, Des Plaines, IL, 60018

APN: 09304080390000

Property See Exhibit B

Description:

17. MISCELLANEOUS:

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Exhibit B

LOT 1 IN CASHIEL HILL SUBDIVISION, BEING A SUBDIVISION IN THE
EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF AND RECORDED DECEMBER 10, 2004, AS DOCUMENT NO.
0404045115, COOK COUNTY, STATE OF ILLINOIS.

Cool-IL Perez

Property of Cook County Clerk's Office

EXHIBIT A

This NOTICE (this "**Notice**") is provided by VIVINT SOLAR DEVELOPER, LLC, a Delaware limited liability company ("**Company**") with reference to the following facts:

1. Ilda Perez and Jorge Perez ("**Homeowner**") and Company entered into that certain Residential Solar System Lease Agreement, dated as of May 28, 2019 (the "**Agreement**"). Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Agreement. To request a copy of the Agreement, please contact Company by calling 1.877.404.4129, or by writing at 1800 W. Ashton Blvd., Lehi, UT 84043.

2. The Agreement commenced on May 28, 2019 and will terminate on approximately January 05, 2040 (the "**Term**"). At the end of the Term, Homeowner may elect to continue with the Agreement on a year-to-year basis, enter into a new agreement, request removal of the System, or purchase the System. If Homeowner elects removal, then Company shall remove the System within ninety (90) days.

3. Pursuant to the Agreement, Homeowner granted to Company a right to access, enter into, and use the Property for the installation, operation, and maintenance of a solar photovoltaic energy system (the "**System**") at Homeowner's residential property located at 2217 Sprucewood Ave, Des Plaines, County of Cook, IL, 60018 (the "**Property**").

4. Pursuant to the terms and conditions of the Agreement, the Company has agreed to lease the System to Homeowner and Homeowner has agreed to pay monthly rent to the Company.

5. Company owns the System, collectively with all associated rights, privileges, assets, incentives, rebates, and benefits arising from, relating to, or attributable to the System (the "**System Interests**"). At all times during the Term, the System and the System Interests shall remain Company's sole personal property and shall not be deemed or characterized as a "fixture" or any part of the "realty" as those terms

may be defined by applicable law. THIS NOTICE SHALL NOT IN ANY WAY MODIFY THE CHARACTER OR CLASSIFICATION OF THE SYSTEM. THE SYSTEM IS NOT A FIXTURE.

6. COMPANY DOES NOT HAVE A SECURITY INTEREST OR LIEN ON THE PROPERTY. THIS NOTICE SHOULD NOT BE CONSTRUED AS AN ENCUMBRANCE AFFECTING TITLE TO THE PROPERTY.

7. Pursuant to the terms and conditions of the Agreement, if the Homeowner proposes to sell or transfer the Property, it must provide Company with thirty (30) days' prior written notice of such sale or transfer, including the name of the proposed purchaser or transferee ("**Property Transferee**"). If Property Transferee will not assume the obligations under the Agreement, or if Company determines that Property Transferee does not qualify, then Homeowner will be required to purchase the System at Four Dollars (\$4) per watt installed, subject to reduction pursuant to the terms of the Agreement.

8. If Homeowner defaults under the Agreement and Company elects to terminate the Agreement, then Homeowner may be responsible to purchase the System at Seven Dollars (\$7) per watt installed, subject to reduction pursuant to the terms of the Agreement. Alternatively, Company may elect to terminate the Agreement and remove and retake the System.

9. If Company defaults under the Agreement and Homeowner elects to terminate the Agreement, then Company shall remove the System within ninety (90) days.

10. The Agreement is binding upon Homeowner's and Company's respective heirs, legal representatives, successors, and permitted assigns.

11. This Notice shall not, under any circumstances, be deemed to modify or change any provision of the Agreement. In the event of any conflict between the terms of this Notice and the Agreement, the Agreement shall control.