

UNOFFICIAL COPY



UCC FINANCING STATEMENT

Recorded at Request of:
Vivint Solar Developer, LLC

Doc# 2012808099 Fee \$93.00

FOLLOW INSTRUCTIONS

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/07/2020 11:40 AM 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) Vivint Solar Developer, LLC P.O. Box 4589 Portland, OR 97203

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 Espinoza		FIRST PERSONAL NAME Elizabeth	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1105 N 18TH AVE		CITY MELROSE PARK	STATE IL	POSTAL CODE 60160-3339	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		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	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.

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

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

Agricultural Lien Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

Acct # S-6301341

S Y
P 4
S N
M Y
SC Y
E N
INTA.V.
D3-17-20

UNOFFICIAL COPY**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	
Espinoza	
FIRST PERSONAL NAME	
Elizabeth	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 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):

Elizabeth Espinoza

16. Description of real estate:

County of: Cook

Address of

Real Estate: 1105 N 18TH AVE, MELROSE PARK, IL, 60160-3339

APN: 15-03-331-006-0000

Property See Exhibit B

Description:

17. MISCELLANEOUS:

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. Elizabeth Espinoza ("**Homeowner**") and Company entered into that certain Residential Solar System Lease Agreement, dated as of January 22, 2020 (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 January 22, 2020 and will terminate on approximately August 12, 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 1105 N 18TH AVE, MELROSE PARK, County of Cook, IL, 60160-3339 (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.

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Exhibit B

Legal Description: LOT 8 IN BLOCK 93 IN MELROSE, A SUBDIVISION IN SECTION 3 AND SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1105 NORTH 18TH AVENUE MELROSE PARK, IL 60160

Parcel Identifier No: 15-03-331-006-0000

Property of Cook County Clerk's Office