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UCC FINANCING STATEMENT

Recorded at Request of: Vivint Solar Developer, LLC

FOLLOW INSTRUCTIONS

Doc# 2027617031 Fee \$93.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/02/2020 10:19 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 Developers, LLC  
PO Box 981440  
El Paso, TX. 79909-1440

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: Cuellar

FIRST PERSONAL NAME: Victor

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS: 42 LONGMEADOW RD.

CITY: NORTHFIELD

STATE: IL

POSTAL CODE: 60093-3525

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.

Handwritten notes: S, P, M, S, E, INTAR, SC, X, M, N, D, X, Y, 2, 4, 100

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

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

8. OPTIONAL FILER REFERENCE DATA:

Acct # S-6226011

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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	
Cuellar	
FIRST PERSONAL NAME	
Victor	
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):

Victor Cuellar

16. Description of real estate:

County of: Cook  
  
 Address of Real Estate: 42 LONGMEADOW RD, NORTHFIELD, IL, 60093-3525

APN: 05302020630000

Property    See Exhibit B

Description:

17. MISCELLANEOUS:

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APN: 05302020630000

Service No.:

S-6226011

## 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. Victor Cuellar ("*Homeowner*") and Company entered into that certain Residential Solar System Lease Agreement, dated as of May 20, 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 May 20, 2020 and will terminate on approximately March 01, 2041 (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 42 LONGMEADOW RD, NORTHFIELD, County of Cook, IL, 60093-3525 (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

That part of the East 45 acres of Lots 7 and 8 (taken as a tract) in Schildgen's Subdivision of the Northeast quarter and of the North 10 chains of the Southeast quarter of Section 30, Township 42 North Range 13, East of the Third Principal Meridian, being (accept Lots 13 and 20) a resubdivision of a subdivision by Henry Smith beginning at a point in the West line of the East 35 acres of said Lot 7 and 8 (taken as a tract) being a straight line drawn from a point in the North line of said Lot 7, 1,151.59 feet West of the East line of said Northeast quarter to a point in the South line of the North half of the North half of the Southeast quarter of Section 30, 1,151.59 feet West of the East line of said Southeast quarter) said point being 972.5 feet North of said South line; thence North 89 degrees, 48 minutes West parallel with said South line 159.4 feet to the center line of a private road (commonly known as Longmeadow Private Road); thence North 11 degrees 17 minutes West along said center line 101.23 feet to a point of curve; thence northerly and easterly along a curved line having a radius of 50 feet convex Northwesterly, 77.4 feet as measured North 39 degrees 26 minutes East along the chord of said curve to a point in the West line of the East 130 feet of the West 10 acres of the aforesaid East 45 acres 130 feet South of the North line of said Lot 7; thence South 89 degrees 49 minutes East along the centerline of said private Rd (commonly known as Longmeadow Private Road as aforesaid) 130 feet; thence South 70 degrees 03 minutes East 84.18 feet along said centerline which extended would intersect the East line of the West 139.13 feet of said that part of the East 45 acres of Lots 7 and 8 (taken as a tract) in Schildgen's Subdivision of the Northeast quarter and of the North 10 chains of the Southeast quarter of Section 30, Township 42 North Range 13, East of the Third Principal Meridian, being (accept Lots 13 and 20) a resubdivision of a subdivision by Henry Smith beginning at a point in the West line of the East 35 acres of said Lot 7 and 8 (taken as a tract) being a straight line drawn from a point in the North line of said Lot 7, 1,151.59 feet West of the East line of said Northeast quarter to a point in the South line of the North half of the North half of the

Southeast quarter of Section 30, 1,151.59 feet West of the East line of said Southeast quarter said point being 972.5 feet North of said South line; thence North 89 degrees, 48 minutes West parallel with said South line 159.4 feet to the center line of a private road (commonly known as Longmeadow Private Road); thence North 11 degrees 17 minutes West along said center line 101.23 feet to a point of curve; thence Northerly and Easterly along a curved line having a radius of 50 feet convex Northwesterly, 77.4 feet as measured North 39 degrees 26 minutes East along the chord of said curve to a point in the West line of the East 130 feet of the West 10 acres of the aforesaid East 45 acres 130 feet South of the North line of said Lot 7; thence South 89 degrees 49 minutes East along the center line of said private rd (commonly known as Longmeadow Private Road as aforesaid) 130 feet; thence South 70 degrees 03 minutes East 84.18 feet along said center line which extended would intersect the East line of the West 139.13 feet of said East 35 acres of said Lot 7 and 8 (taken as a tract) at a point 240 feet South of the North line of said Lot 7; thence South parallel with the West line of East 35 acres 130.71 feet and thence North 89 degrees 48 minutes West 79.13 feet to the place of beginning, all in Cook County, Illinois.

AND BEING the same property conveyed to Estefania Cuellar from Anita M. Johnson, widowed and not since remarried, by Warranty Deed dated June 2, 2000 and recorded June 6, 2000 in Instrument No. 00406728; AND FURTHER CONVEYED to Victor M. Cuellar, and Estefania Cuellar, husband and wife from Estefania Cuellar, married to Victor M. Cuellar by Quit Claim Deed Tenancy by the Entirety dated April 20, 2006 and recorded May 8, 2006 in Instrument No. 0612846047.

Tax Parcel No.: 05302020630000

Property Address: 42 Long Meadow Road, Winnetka, Illinois 60093.

Cook, IL\_Cuellar