

UNOFFICIAL COPY

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

Recorded at Request of:
Vivint Solar Developer, LLC



Doc# 2027617032 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 79908-1440

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: Vandevveer

FIRST PERSONAL NAME: Duane

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS: 5631 FEATHERCREEK RD

CITY: MATTESON

STATE: IL

POSTAL CODE: 60443-1165

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.

INTENT TO FILE
EVIDENCE
SCX
MND
S X
P L
S Y

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Acct # S-6402670

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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

Vandever

FIRST PERSONAL NAME

Duane

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):

Duane Vandever

16. Description of real estate:

County of: Cook

Address of
Real Estate: 5631 FEATHERCREEK RD, MATTESON, IL, 60443-1165

APN: 31163090630000

Property See Exhibit B

Description:

17. MISCELLANEOUS:

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APN: 31163090630000

Service No.:

S-6402670

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. Duane Vandevener ("*Homeowner*") and Company entered into that certain Residential Solar System Lease Agreement, dated as of June 30, 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 June 30, 2020 and will terminate on approximately February 28, 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 5631 FEATHERCREEK RD, MATTESON, County of Cook, IL, 60443-1165 (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

For APN/Parcel ID(s): 31-16-309-063-0000

LOT 20 IN FEATHERCREEK UNIT II, BEING A RESUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Cook, IL_Vandever

Property of Cook County Clerk's Office