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211108028

Doc# 211108028 Fee \$93.00

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

Recorded at Request of:
Vivint Solar Developer, LLC

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/21/2021 04:10 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)

Vivint Solar Developers, LLC
PO Box 981440
El Paso, TX. 79929-1440

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 Au	FIRST PERSONAL NAME Chung	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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1c. MAILING ADDRESS
3207 S CANAL ST

CITY CHICAGO	STATE IL	POSTAL CODE 60616-3509	COUNTRY USA
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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
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2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY USA
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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
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3c. MAILING ADDRESS
1800 W. Ashton Blvd.

CITY Lehi	STATE UT	POSTAL CODE 84043	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A attached hereto.

S
P
S
M
SC
E
INT EK

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-6527769

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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	
Au	
FIRST PERSONAL NAME	
Chung	
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):

Chung Au

16. Description of real estate:

County of: Cook

Address of Real Estate: 3207 S CANAL ST, CHICAGO, IL, 60616-3509

APN: 17331150250000

Property See Exhibit B

Description:

17. MISCELLANEOUS:

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APN: 17331150250000

Service No.: S-6527769

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. Chung Au ("*Homeowner*") and Company entered into that certain Residential Solar System Lease Agreement, dated as of November 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 November 30, 2020 and will terminate on approximately September 11, 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 3207 S CANAL ST, CHICAGO, County of Cook, IL, 60616-3509 (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

Parcel 2: Lot 51 (except the North 8.36 feet) and the North 12.52 feet of Lot 52 in Seat & Smith's Subdivision of the South half of Block 5 in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 (except the East 124.8 feet thereof) East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lot 52 (except the North 12.52 feet) and the North 16.68 feet of Lot 53 in Seat & Smith's Subdivision of the South half of Block 5 in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14 (except the East 124.8 feet thereof) East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17-33-113-022

Cook County-AU

Property of Cook County Clerk's Office