

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 8/21/2021

Property Information	
Folio:	03-4108-007-3050
Property Address:	2344 SW 37 AVE Coral Gables, FL 33134-5304
Owner	NAPCOM LLC
Mailing Address	2344 S DOUGLAS RD CORAL GABLES, FL 33134 USA
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1713 OFFICE BUILDING - ONE STORY : OFFICE BUILDING
Beds / Baths / Half	0/0/0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	3,958 Sq.Ft
Lot Size	3,427 Sq.Ft
Year Built	1951

Assessment Information				
Year	2021	2020	2019	
Land Value	\$903,014	\$728,238	\$728,238	
Building Value	\$395,800	\$395,800	\$395,800	
XF Value	\$0	\$0	\$0	
Market Value	\$1,298,814	\$1,124,038	\$1,124,038	
Assessed Value	\$1,236,441	\$1,124,038	\$1,124,038	

Benefits Information				
Benefit	Туре	2021	2020	2019
Non-Homestead Cap	Assessment Reduction	\$62,373		
Note: Not all benefits are	applicable to all Taxable Va	alues (i.e. C	ounty, S	School

Board, City, Regional).

Short Legal Description	
8 54 41	
CORAL GABLES SEC L PB 8-85	
LOT 17 8LK 31	
LOT SIZE 3427 SQUARE FEET	
OR 17660-2845 0397 4 (2)	



Taxable Value Inform	nation		
	2021	2020	2019
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,236,441	\$1,124,038	\$1,124,038
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,298,814	\$1,124,038	\$1,124,038
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,236,441	\$1,124,038	\$1,124,038
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,236,441	\$1,124,038	\$1,124,038

Sales Info	rmation		
Previous Sale	Price	OR Book- Page	Qualification Description
02/28/2013	\$1,150,000	28517- 4411	Qual by exam of deed
04/01/2006	\$1,100,000	24566- 1627	Sales which are qualified
03/01/1997	\$0	17660- 2845	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:



1) 2344 SW 37 Ave

Owner (Registered Agent address)	Mortgagee (Mortgage address)
Napcom LLC	BBVA, as successor to Compass Bank
c/o Nassim Emadzadeh	P.O. Box 797808
Registered Agent	Dallas, TX 75379-7808
2344 S. Douglas Rd	
Coral Gables, FL 33134-5304	
Mortgagee (FDIC Main Address)	
BBVA, as successor to Compass Bank	
15 20th St S	
Birmingham, AL 35233-2000	

8/31/2021 Search Results



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Business Services

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Permits and Inspections: Search Results

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M New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Туре	Description	Status	Issue Date	Final Date	Fees Due
RC-21-08-8586	08/27/2021		BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1951)	pending			0.00
EL-13-09-0749	09/16/2013	2342 DOUGLAS RD	ELEC SIGNS	(1) ILLUMINATED TENANT SIGN/DESIGN SIGN (MIAMI HEADACHE INSTITUTE)	final	10/08/2013	02/05/2014	0.00
BL-13-08-1610	08/26/2013	2342 DOUGLAS RD	GENERAL REPAIRS	PAINT AND STUCCO BUILDING (SEE PLANS) \$12,000	final	09/19/2013	10/29/2013	0.00
AB-13-08-0746	08/12/2013	2342 DOUGLAS RD	BOA COMPLETE (LESS THAN \$75,000)	PAINT AND STUCCO BUILDING (SEE PLANS) \$12000	final	08/13/2013	10/29/2013	0.00
BL-13-08-0564	08/09/2013	2342 DOUGLAS RD	SIGNS	(1) ILLUMINATED WALL MOUNTED SIGN FOR BUILDINGS 45 FEET OR LESS (MIAMI HEADACHE INSTITUTE) \$2,300	final	10/08/2013	02/06/2014	0.00
AB-13-08-0328	08/06/2013	2342 DOUGLAS RD	BOA COMPLETE (LESS THAN \$75,000)	REV SIGN (MIAMI HEADACHE INSTITUTE) \$2,300	final	08/06/2013	02/06/2014	0.00
EL-13-06-1659	06/25/2013	2342 DOUGLAS RD	ELEC COMMERCIAL / RESIDENTIAL WORK	ELECTRICAL RENOVATION \$3,000	final	06/26/2013	07/09/2013	0.00
CE-13-02-1393	02/25/2013	2342 DOUGLAS RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	03/01/2013	03/01/2013	0.00
CE-13-01-1301	01/25/2013	2342 DOUGLAS RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	01/29/2013	01/29/2013	0.00
ME-13-01-1212	01/24/2013	2344 SW 37 AVE	MECH COMMERCIAL / RESIDENTIAL WORK	PERMIT EXTENSION FOR WINTEGRATE #06100446 FOR A/C REPLACEMENT	final	01/24/2013	02/15/2013	0.00
CE-12-12-1209	12/20/2012	2344 SW 37 AVE	CODE ENF LIEN SEARCH	LIEN SEARCH 2344 DOUGLAS	final	12/20/2012	12/20/2012	0.00
CE-12-06-9892	06/26/2012	2342 DOUGLAS RD	CODE ENF WARNING PROCESS	WT9605 5-1907 ZONING CODE (SNR) MAINTAINING A	final	OIII	9 6/27/2012	0.00
				REAL ESTATE SIGN		EXHII	BIT <u>3</u>	1

1/2

8/31/2021

LARGER THAN 250 SQ. IN.

Search Results

RC-11-08-7017 08/25/2011 2344 SW

37 AVE

BLDG RECERT / CRB BUILDING RECERTIFICATION

final

08/25/2011 08/25/2011

0.00

The City's online services are protected with an **SSL encryption certificate**. For technical assistance, please call 305-569-2448 (8am-5pm, M-F).



Building and Zoning Department ISO Class I CITY HALL 405 BILTMORE WAY CORAL GABLES, FLORIDA 33134

August 25, 2011

2344 Douglas, LLC 2342 Douglas Road Coral Gables, FL 33134-6911

LETTER OF BUILDING RECERTIFICATION IN ACCORDANCE WITH SECTION 8-11(f) OF THE CODE OF MIAMI-DADE COUNTY

PROPERTY FOLIO: # 03-4108-007-3050 ADDRESS: 2344 SW 37 Avenue, Coral Gables, FL

Dear Property Owner/Manager:

This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

Based on acceptance of this report, we herewith grant this LETTER OF RECERTIFICATION for the above subject premises in accordance with Section 8-11(f) of the Code of Miami-Dade County.

The expiration date of this approval, as stated in said Code, is 10 years from 2011. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly as a guarantee of the safety of any portion of this structure. However, based on the term stated in Section 8-11(f) of the Code, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for the recertification structural/electrical report on file with this office.

Call V

Manuel Z. Lopez, Building Official

PO Box 141549 CORAL GABLES, FLORIDA 33114-1549 PHONE (305) 460-5235

EXHIBIT 4



Development Services Department CITY HALL 405 BILTMORE WAY CORAL GABLES, FLORIDA 33134

2/8/2021

VIA CERTIFIED MAIL

NAPCOM LLC 2344 S DOUGLAS RD CORAL GABLES, FL 33134

7020 3160 0001 1022 2793

RE: 2344 SW 37 AVE **FOLIO** # 341080073050

Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in YEAR. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a completed Recertification Report ("Report") must be submitted by you to this Department within ninety (90) calendar days from the date of this letter. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department and the Letter of Recertification must be issued.

Once a completed Report is submitted to this Department and repairs or modifications are found to be necessary, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter to obtain the necessary permits and perform the repairs. The structure will be recertified once a revised Report is submitted and approved, and all required permits are closed.

The Architect or Engineer may obtain the required Form, "Minimum Inspection Procedural Guidelines for Building Recertification." from the following link: http://www.miamidade.gov/pa/property_recertification.asp. The Recertification Report fee of \$500.00 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.

Failure to submit the required Report within the allowed time will result in declaring the structure unsafe and referring the matter to the City's Construction Regulation Board ("Board") without further notice; a \$600.00 administrative fee will be imposed at that time. The Board may impose additional fines of \$250.00 for each day the violation continues, may enter an order of demolition, and may assess all costs of the proceedings along with the cost of demolition and any other required action.

The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at <u>vgoizueta@coralgables.com</u> if any questions regarding building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E. Building Official

CITY'S

EXHIBIT _____

USPS Tracking[®]

FAQs >

Track Another Package +

Tracking Number: 70203160000110222793

Remove X

Your item was delivered to an individual at the address at 5:33 pm on February 16, 2021 in MIAMI, FL 33134.

⊘ Delivered, Left with Individual

February 16, 2021 at 5:33 pm MIAMI, FL 33134 00000

Get Updates ✓

Text & Email Updates	~
Tracking History	~
Product Information	~

See Less ∧

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Go to our FAQs section to find answers to your tracking questions.



7020 3160 0001 1021 7775

Development Services Department CITY HALL 405 BILTMORE WAY CORAL GABLES, FLORIDA 33134

5/10/2021

NAPCOM LLC 2344 S DOUGLAS RD CORAL GABLES, FL. 33134

RE: 2344 SW 37 AVE **FOLIO** # 341080073050

Notice of Required Inspection For Recertification of 40 Years or Older Building - SECOND NOTICE

Dear Property Owner:

In a certified letter dated 2/8/2021, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Please be advised the submittal of the Report is overdue and the structure has been deemed unsafe due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as, being subject to other penalties as provided in the Code. A completed Report includes: 1) cover letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies).

Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination. The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at <u>vgoizueta@coralgables.com</u> if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely.

Manuel Z. Lopez, P.E. Building Official

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70203160000110217775

Remove X

Your item was delivered to the front desk, reception area, or mail room at 4:53 pm on May 17, 2021 in MIAMI, FL 33134.

⊘ Delivered, Front Desk/Reception/Mail Room

May 17, 2021 at 4:53 pm MIAMI, FL 33134 eeubaci

Get Updates ✓

Text & Email Updates	~
Tracking History	~
Product Information	~

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The City of Coral Gables

7020 3160 0001 1022 0041

Development Services Department City Hall 405 BILTMORE WAY CORAL GABLES, FLORIDA 33134

6/9/2021

NAPCOM LLC 2344 S DOUGLAS RD CORAL GABLES, FL 33134

RE: 2344 SW 37 AVE **FOLIO** # 341080073050

Notice of Required Inspection For Recertification of 40 Years or Older Building - FINAL NOTICE

Dear Property Owner:

In a certified letter dated 2/8/2021, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice, dated 5/10/2021, informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within thirty (30) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

As of this date, the completed Report has not been submitted and the structure remains unsafe due to non-compliance. Please be advised the matter will be forwarded to the City's Construction Regulation Board ("Board"); a \$600.00 Administrative Fee will be imposed once the Case is scheduled. The Board may impose additional fines of \$250.00 for each day the violation continues, may also enter an order of revocation of the Certificate of Occupancy and/or demolition and assess all costs of the proceedings along with the cost of demolition and any other required action for which the City shall have a lien against the Property Owner and the Property. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez, P.E. Deputy Building Official

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FAQs >

Track Another Package +

Tracking Number: 70203160000110220041

Remove X

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In Transit to Next Facility June 18, 2021	TOGUE
Get Updates ✓	7
Text & Email Updates	~
Tracking History	~
Product Information	~

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BEFORE THE CONSTRUCTION REGULATION BOARD FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES, Petitioner,

Case No. 21-2947

VS.

Return receipt number:

Napcom LLC c/o Nassim Emadzadeh Registered Agent 2344 S. Douglas Rd Coral Gables, FL 33134-5304 Respondent.

7020 3160 0001 1022 3738

NOTICE OF UNSAFE STRUCTURE VIOLATION FOR FAILURE TO RECERTIFY AND NOTICE OF HEARING

Date: August 31, 2021

Re: Property Address: 2344 SW 37 Ave, Coral Gables, Fl. 33134-5304 Legal Description: Lot 17, Block 31, Coral Gables Sec L Plat book 8, page 85 and Folio #: 03-4108-007-3050 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure** is hereby declared unsafe by the Building Official and is presumed unsafe pursuant to Section 105-I 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on September 13, 2021, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

CITY'S
EXHIBIT 6

If the Required Action is not completed before the above hearing date, the Building Official may order that the structure be vacated, boarded, secured, and posted (including but not limited to, requesting the electric utility to terminate service to the Structure) to prevent further occupancy until the Required Action is completed. The Building Official may also order demolition of the Structure and the City may recover the costs incurred against the Property and the Owner of record.

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$250 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than \$600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.

Virginia Goizueta

Secretary to the Board

ADA NOTICES

Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and/or the City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based. Although a court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.

Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c: BBVA, as successor to Compass Bank, P.O. Box 797808, Dallas, TX 75379-7808; BBVA, as successor to Compass Bank, 15 20th St S, Birmingham, AL 35233-2000



CITY OF CORAL GABLES DEVELOPMENT SERVICES DEPARTMENT Affidavit of Posting

Case #: __21-2947__

Title of Document Posted: <u>Construction Regulation Board</u>, <u>Notice of Unsafe Structure Violation</u> For Failure To Recertify and Notice of Hearing

I, WANTIW, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 2344 SW 37 Ave., ON August 31, 2021_ATATAND WAS ALSO
POSTED AT CITY HALL.
Employee's Printed Name Employee's Signature Employee's Signature
STATE OF FLORIDA) ss. COUNTY OF MIAMI-DADE)
Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this 31 day of August, in the year 2021, by Edverdo Merhal who is personally known to me.
My Commission Expires:
VIRGINIA GOIZUETA NY COMMISSION # GG 180872

Notary Public



CITY'S





CFN: 20130175785 BOOK 28517 PAGE 4411 DATE:03/06/2013 11:35:46 AM DEED DOC 6,900,00 SURTAX 5,175.00 HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

After Recording Return to Laura Monteio Stewart Title Company 255 Alhambra Circle, Suite 720 Coral Gables, FL 33134

This instrument Prepared by: Laura Montejo Stewart Title Company 255 Alhambra Circle, Suite 720 Coral Gables, FL 33134 as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s): 03-4108-077-3050 and 03-4108-077-3050

File No.: 01206-1289

WARRANTY DEED

This Warranty Deed, Made the 28th day of February, 2013, by 2344 Douglas, LLC, a Florida limited liability company, having its place of business at 2342 S Douglas Road, Coral Gables, FL 33134, hereinafter called the "Grantor", to Napcom, LLC, a Florida Limited Liability Company, whose post office address is: 333 S Biscanye Bivd, #3700; Miami, FL 33131, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of One Million One Hundred Fifty Thousand Dollars and No Cents (\$1,150,000.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Miami-Dade County, Florida, to

LOT 17, BLOCK 31, CORAL GABLES SECTION "L", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 85, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012, reservations, restrictions and easements of record, if any.

(Wherever used herein the terms "Grantor" and "Grantee" included all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of Limited Liability Company)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES TWO SEPARATE DISINTERES FED WITNESSES REQUIRED 2344 DOUGLASALLC ŔIDA LIMITED Witness Signature: LIABILITY, COMP Printed Name: Witness Signatu Rafael Reves TARIA SWANSE Member/Managing Printed Name: Member State of Florida County of Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of February, 2013 by Rafael Reyes as Member/Managing Member of 2344 Douglas, LLC, a Florida timited liability company, on behalf of the Limited Liability Company He/She is personally known to me or has produced drivers license(s) as identification.

Notary Public S Printed Name Laura Montejo My Commission Expires:

(SEAL)

LAURA E. MONTEJO Notary Public - State of Florida fy Comm. Expires Aug 30, 2016 Commission # EE 831342 Bonded Through National Notary Ass

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company

NAPCOM, LLC.

Filing Information

Document Number

L12000153103

FEI/EIN Number

46-1747628

Date Filed

12/06/2012

State

FL

Status

ACTIVE

Last Event

REINSTATEMENT

Event Date Filed

04/27/2015

Principal Address

2344 S. Douglas Rd

Coral Gables, FL 33134

Changed: 04/27/2015

Mailing Address

2344 S. Douglas Rd

Coral Gables, FL 33134

Changed: 04/27/2015

Registered Agent Name & Address

EMADZADEH, NASSIM

2344 S. Douglas Rd

Coral Gables, FL 33134

Name Changed: 04/27/2015

Address Changed: 04/27/2015

Authorized Person(s) Detail

Name & Address

Detail by Entity Name

Title MGRM

SADEGHI, PAYMAN 2344 S. Douglas Rd Coral Gables, FL 33134

Title MGR

EMADZADEH, NASSIM 2344 S. Douglas Rd Coral Gables, FL 33134

Annual Reports

Report Year	Filed Date
2019	03/19/2019
2020	03/19/2020
2021	04/21/2021

Document Images

04/21/2021 ANNUAL REPORT	View image in PDF format
03/19/2020 ANNUAL REPORT	View image in PDF format
03/19/2019 ANNUAL REPORT	View image in PDF format
03/27/2018 ANNUAL REPORT	View image in PDF format
05/01/2017 ANNUAL REPORT	View image in PDF format
04/21/2016 ANNUAL REPORT	View image in PDF format
04/27/2015 REINSTATEMENT	View image in PDF format
04/02/2013 ANNUAL REPORT	View image in PDF format
12/06/2012 Florida Limited Liability	View image in PDF format

Flor.da Department of State, Division of Corporations

CFN: 20130175786 BOOK 28517 PAGE 4412 DATE:03/06/2013 11:35:46 AM MTG DOC 4,725.00 INTANGIBLE 2,700.00 HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by: SETTLEPOU 3333 Lee Parkway, Eighth Floor Dallas, Texas 75219

After Recording, Return To: Compass Bank P.O. Box 797808 Dallas, Texas 75379-7808

MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT - INCLUDES FUTURE ADVANCES -

I. DEBT SECURED, GRANT, AND PROPERTY ENCUMBERED

TO SECURE payment of all sums now or hereafter owed under a promissory note (the "Note") dated of even date herewith, in the principal amount of One Million Three Hundred Fifty Thousand and No/100 Dollars (\$1,350,000.00) and executed by Borrower and MIAMI HEADACHE CLINIC, P.A., a Florida professional corporation, and delivered to Lender, which Note has a maturity date of 25 years and 6 months, to secure all renewals of the Note (even if evidenced by a separate "renewal Note"), and to secure the payment of all other sums due under this Mortgage or any of the Loan Documents (as herein defined), the Borrower does hereby grant, bargain, sell, convey, mortgage, pledge, assign, and transfer to the Lender the following property:

FEE SIMPLE TITLE TO THE REAL PROPERTY (hereinafter referred to as the "Premises") described on <u>EXHIBIT "A"</u> attached hereto and made a part hereof.

TOGETHER with all interests, estate or other claims, both in law and in equity, which Borrower now has or may hereafter acquire in the Premises including without limitation all additions to real property owned by Borrower or its successors or assigns by means of accretion;

TOGETHER with all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all riparian and water rights;

TOGETHER with all right, title, and interest of the Borrower in and to any streets, alleys, and roads abutting said Premises to the center lines thereof and in and to any strips or gores of land therein;

TOGETHER with all leases (now or hereafter existing) of the Premises and all rents, issues and profits of the Premises and any building or other improvement thereon and all the estate, right, title and interest of every nature whatsoever of the Borrower in and to the same;

TOGETHER with any and all buildings, structures and improvements now or hereafter erected thereon, and all fixtures attachments, and other articles attached to said buildings, structures and improvements, and all building materials incorporated into said buildings, structures and improvements;

TOGETHER with all Borrower's right, title and interest in all building permits or other permits or licenses related to the construction or operation of buildings or improvements on the Premises and all contract rights and documents relating to the Premises or the improvements constructed thereon, including but not limited to, architects' and engineers' drawings, plans and specifications, building permits, licenses and approvals; construction, marketing, management, engineering and architectural contracts; payment and performance bonds; purchase contracts, escrow accounts and deposits, and other agreements related to development, construction and sale of the improvements comprising the Premises, including any amendments and supplements thereto and any claim or cause of action for breach thereof;

TOGETHER with all rights of Borrower under warranties provided under construction contracts, manufacturers warranties and all other warranties under contract, statute or common law;

TOGETHER with (a) all inventory, equipment, goods, accounts, contract rights, general intangibles, and all fixtures or personal property of every nature whatsoever, as those terms are defined in the Florida Uniform Commercial Code, both tangible and intangible, located in, on, or arising from, or used or intended to be used in connection with (or with the operation of) the real property described in this Mortgage, or any buildings, structures and other improvements now or hereafter thereon; (b) all construction materials (whether located at the site of the improvements or elsewhere), furniture, furnishings, carpets, drapes, appliances, motor vehicles, water heaters. air conditioning, electrical, plumbing or lighting equipment, sprinkler systems, security systems. elevators, landscaping, crops, and similar items, located in or on, or arising from or used or intended to be used in connection with (or with the operation of) the real property described in this Mortgage, or any buildings, structures or other improvements now or hereafter thereon; (c) all rents, issues, profits, proceeds, and revenues of the real property described in this Mortgage, and of any improvements thereon, from time to time accruing, including but not limited to those from leases or tenancies now existing or hereafter created, (d) all judgments, awards of damages and settlements resulting from condemnation proceedings or the takings of the real property described in this Mortgage or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to said real property or the improvements thereon, or any part thereof, or to any right appurtenant thereto, including any award for change of grade or streets and including any severance or consequential damages, (e) all loss proceeds of all hazard insurance policies payable with respect to damage to the fixtures and personal property described above and/or the improvements now or hereafter located on the real property described in this Mortgage, (f) all of Borrower's interest on any licenses, permits, franchises, liquor licenses, deposits, tap fees, utility agreements, or similar items, now or hereafter existing, which in any way relate to or are useful in connection with the use or operation of the real property described in this Mortgage or any improvements thereon, and (g) all other types of properties or rights of Borrower described in this Mortgage. The foregoing includes not only all such property now owned by Borrower, but all that may hereafter be acquired by Borrower, and all extensions, additions, improvements, betterments, renewals, accessions, proceeds, and replacements to any of the foregoing.

TO HAVE AND TO HOLD the above described property unto the Lender and its heirs, successors, and assigns, in fee simple forever.

PROVIDED, ALWAYS, that if the Borrower shall pay unto the Lender, its successors or assigns, all sums due under the Note, with interest at the rate provided in said Note and shall pay all other sums provided to be paid by this Mortgage, and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note, this Mortgage, the Loan Documents and all other instruments securing the Note or executed by Borrower in connection with the Loan evidenced by the Note, if any, then this Mortgage and the estate created hereby shall cease and be null and void and this instrument shall be released by the Lender, at the cost and expense of the Borrower.

II. MORTGAGED PROPERTY

All property (real property, personal property and fixtures) described above and all rights and interests described above shall herein be referred to as the "Mortgaged Property."

III. SECURITY AGREEMENT

In addition to being a Mortgage, this instrument shall constitute a security agreement as that term is used in the Florida Uniform Commercial Code. Borrower hereby grants to Lender a security interest in all of the above described property which constitutes personal property or fixtures. The security interest shall be to secure payment of the Note and all other sums owed by Borrower to Lender under this Mortgage or any Loan documents. It is agreed by the parties hereto that it is their intent that to the extent permitted by law, all such property in any way attached to the real property or any improvement thereof shall be deemed intended to be permanently affixed to the real estate and intended to be a part of the real property encumbered hereby. With respect to any personal property described above, Lender shall have all rights afforded secured parties by the Florida Uniform Commercial Code, in addition to, but not in

limitation of, the other rights afforded the Lender hereunder. Borrower agrees to make, execute and deliver to the Lender, in form satisfactory to the Lender such financing statements and further assurances as Lender may from time to time consider reasonably necessary to create, protect and preserve the Lender's security interest. Borrower shall give written notice to Lender prior to any change of name, any change of the principal place of business of the Borrower, any change of the office where the books and records of Borrower are kept or any change in the registered agent of the Borrower for service of process.

IV. LOAN DOCUMENTS

Simultaneously with the execution of this Mortgage and the Note, Borrower has executed and delivered to Lender other documents and agreements, (collectively, including the Note and this Mortgage, the "Loan Documents") of even date herewith, which evidence or secure the indebtedness described herein or which govern the disbursement or repayment of the loan evidenced by the Note. The failure by the Borrower to fully perform its obligations under any of the Loan Documents shall constitute an "Event of Default" under this Mortgage as hereafter provided.

V. FUTURE ADVANCES

Within 25 years from the date hereof, Lender may advance or loan additional sums (herein "Future Advances") to Borrower. This Mortgage shall secure not only existing indebtedness, but also such Future Advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender, or otherwise, as are made within 25 years from the date hereof, to the same extent as if such Future Advances were made on the date of execution of this Mortgage. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements. The loan evidenced by the Note is for the purposes of construction. Therefore, any advances or disbursements made under the construction loan agreement executed by Borrower and Lender in connection with such loan to enable completion of the contemplated improvements will also be secured hereby.

VI. ASSIGNMENT OF LEASES

Borrower, by this instrument, assigns to Lender, and additional security for the debt secured by this Mortgage, all of Borrower's interest in and to and under all present or future leases of the Mortgaged Property, or any part thereof. Borrower also absolutely assigns to Lender all rents, issues and profits which may from time to time be due to Borrower under those leases. Borrower authorizes the Lender to collect the rents, issues and profits under those leases after an event or default has occurred hereunder and directs each of the tenants under those leases to pay their rents to Lender upon demand by Lender. Lender by acceptance of this Mortgage, agrees, however, that no such demand shall be made unless and until an Event of Default has occurred

under this Mortgage, but the tenant shall pay the rents, issues and profits to the Lender upon such demand without the necessity of inquiring into the propriety of doing so and shall be fully protected in doing so. Until such demand is made the owner is authorized to collect the rents. issues and profits provided no such collection is made more than one month in advance. Amounts collected under this assignment, less the expenses of collection, shall be applied, in whatever order as Lender may elect, to payment of on operating expenses, taxes and insurance on the real estate, and delinquencies of principal and interest under the Note and Mortgage. Neither this assignment, nor the exercise of the privileges contained herein, shall be construed as a waiver by the Lender of Lender's right to enforce payment of the Note, in strict accordance with these terms. Anything in this paragraph to the contrary notwithstanding, and despite the assignments contained herein. Lender may join any tenant whose lease is subordinate to this Mortgage in a foreclosure of this Mortgage and foreclose the tenant's interest under his lease. Lender is authorized to notify any or all lessees, tenants or occupants of all or part of said Property of the assignment of rents, issues or profits made hereunder or under any such special assignments; Lender shall have no liability for the performance of any covenants under any of said leases. Lender shall not be liable to Borrower for any action taken or omitted in connection with any such leases or rentals or the operation of said Premises. Borrower hereby represents that there are no leases or agreements to lease all or any part of the Mortgaged Property now in effect except leases to current tenants in occupancy of the Mortgaged Property. Borrower agrees not to enter into any new leases of the Mortgaged Property or modify any existing leases (or future leases which have been approved by Lender) without the prior written consent of Lender. Upon Lender's request Borrower agrees to furnish Lender certified copies of all leases of the Premises and all amendments thereto. Borrower shall, upon receipt by Borrower, from time to time of any security deposit by a tenant of all or part of the Mortgaged Property, deposit such sum in an escrow account maintained with Lender. Said sums shall be held and disbursed only in compliance with the requirements of Chapter 83, Florida Statutes. Borrower hereby assigns all of the rights of Borrower to such bank accounts and the funds therein to Lender as collateral security for the indebtedness secured by this Mortgage and Borrower agrees that upon the occurrence of an Event of Default (as hereinafter defined), all funds in said bank account shall, at the election of Lender, be payable to Lender as assignee of such bank accounts subject to the provisions of Chapter 83, Florida Statutes and the rights of tenants as to such funds; provided, however, that Lender shall have no liability for any prior misapplication of said sums by Borrower.

VII. BORROWER'S COVENANTS

Borrower covenants and agrees with and for the benefit of Lender as follows:

7.1 <u>Performance of Obligations</u>. Borrower will pay the principal of the Note, and the interest thereon, as and when the same shall become due and payable, and shall duly pay, perform, and discharge all of its other obligations under the Loan Documents, or created hereunder or secured hereby.

- 7.2 <u>Warranty of Title</u>. Borrower warrants to Lender that Borrower is indefeasibly seized of the Premises in fee simple; that the Borrower has full power and lawful right to convey the Mortgaged Property; that the Mortgaged Property is free from all encumbrances.
- 7.3 Compliance. Borrower shall promptly and faithfully comply with, conform to, and obey all present and future laws, ordinances, rules, regulations, and requirements of every governmental authority or agent having jurisdiction, or similar body exercising similar functions, which may be applicable to the Mortgaged Property, or any part thereof, or the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Mortgaged Property.

7.4 <u>Impositions</u>.

- Taxes. Borrower shall pay and discharge, or cause to be paid and discharged, not later than the date the same shall become delinquent, all taxes, assessments, fees and other governmental charges (and any interest or costs with respect thereto) and all charges for any casement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, that at any time after the execution of this Mortgage may be assessed, levied or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof (hereinafter the "Impositions"). Upon request of Lender, Borrower shall furnish receipted bills to Lender upon receipt by Borrower from the appropriate taxing or other authority, or other evidence reasonably satisfactory to Lender, evidencing the payment of all Impositions. Borrower will not permit the Premises to be assessed (or billed) by the taxing authorities with any other parcel, and shall take such steps as are necessary to obtain a separate bill for the Premises. If any tax or assessment levied or assessed against the Mortgaged Property may legally be paid in installments, Borrower shall have the option to pay such tax or assessments in installments. Notwithstanding the foregoing, Borrower may, at its own expense, after prior written notice to Lender, contest by appropriate proceedings, promptly initiated and conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, if any Imposition if:
- i) such proceedings shall suspend the enforcement thereof against Borrower and against the Mortgaged Property; and,
- ii) Borrower shall have furnished such security and in such form as may be required in the proceedings or as may be reasonably requested by Lender.
- (b) <u>Documentary and Other Stamp Taxes</u>. If at any time the United States, the state in which the Mortgaged Property is located, or any political subdivision thereof, or any department or bureau of any of the foregoing shall require documentary, intangible, revenue or other stamps on the Note or this Mortgage, or any renewal, extension, or modification of either

the Note or this Mortgage, Borrower on demand from Lender shall pay for them as they become due with any interest or penalties thereon. Notwithstanding the foregoing, Borrower shall have the right to contest the enforcement of any of the foregoing taxes provided the requirements for a contest as set forth in the above paragraph captioned "Taxes", are satisfied.

- (c) Changes in Law Regarding Taxation. If any law, statute, rule or ordinance hereafter imposes a tax directly or indirectly on Lender with respect to the Mortgaged Property, the value of Borrower's equity therein, the indebtedness evidenced by the Note and secured by this Mortgage or with respect to other fees, charges or sums paid or payable to Lender in connection with this loan transaction (other than income taxes or franchise taxes based on income). Borrower shall promptly pay such tax including any interest or penalties thereon. If Borrower fails to pay such tax Lender, at its election, shall have the right at any time to give Borrower written notice declaring that the principal debt, with interest and other appropriate charges, shall be due on a specified date not less than sixty (60) days thereafter; provided, however, that such election shall be ineffective if, prior to the specified date, Borrower lawfully pays the tax and any interest or penalties due thereon (in addition to all other payments required hereunder) and agrees to pay the tax whenever it becomes due and payable thereafter, which agreement shall then constitute a part of this Mortgage. Notwithstanding the foregoing, Borrower shall have the right to contest the enforcement of any of the foregoing laws provided the requirements for a contest as set forth in the above paragraph captioned "Taxes" are satisfied.
- 7.5 Escrow for Taxes and Insurance. Borrower shall pay to Lender on each date upon which installments are payable under the Note, such amounts as Lender from time to time estimate are necessary to pay, as the same become due, all taxes, assessments, and insurance premiums for the Mortgaged Property. Lender shall hold such deposits without interest in its general funds and use such deposits to pay such taxes, assessments, and premiums when Lender receives the bill for same.
- Insurance. Borrower shall maintain insurance upon the Mortgaged Property against such risks and in such form as may be specified by Lender from time to time and in amounts and with insurers acceptable to Lender. Insurance for damage or loss to the Mortgaged Property shall be for the full replacement cost. Lender may require builder's risk insurance, fire and "all risk" insurance, business interruption and loss of rents insurance, liability insurance, and other insurance coverages as Lender may, in Lender's discretion, deem appropriate. Each insurance policy shall provide, and the insurer issuing such a policy shall certify to Lender that: (a) loss payments will be payable to Lender as its interest may appear; and, (b) if such insurance be cancelled or materially changed for any reason whatsoever, such insurer will promptly notify Lender and such cancellation or change shall not be effective as to Lender for 30 days after receipt by Lender of such notice. Borrower shall furnish to Lender an original of each such policy and an original of each renewal policy, not less than 30 days prior to the expiration of the original policy or preceding renewal policy (as the case may be). Borrower shall furnish Lender with receipts or other evidence that premiums on the policies have been paid. All such policies are

hereby assigned to Lender. Borrower agrees to execute and deliver such other instruments as Lender may require to evidence the assignment of all such policies and their proceeds to Lender.

Proceeds from insurance on the Mortgaged Property shall be paid to Lender and Lender may apply, at Lender's option and in whatever order as Lender may clect, such proceeds in any one or more of the following ways: (a) to the payment of costs and expenses (including reasonable attorneys, fees and other legal expenses) incurred by Lender in connection with collecting such proceeds; (b) to the payment of accrued interest on the Note; (c) to the payment of principal on the Note; (d) to the fulfillment of any of the covenants of Borrower hereunder; or (e) to pay ment of the cost of replacing or restoring the Mortgaged Property to a condition satisfactory to Lender. The balance of such proceeds, if any, shall be paid to the persons legally entitled thereto.

- Condemnation. Upon obtaining knowledge of the institution, or the proposed, 7.7 contemplated or threatened institution of any proceedings for the taking of the Mortgaged Property, or any part thereof, by condemnation or eminent domain, Borrower shall notify Lender of the pendency of such proceedings. At its option, Lender may participate in any such proceedings and Borrower, from time to time, shall deliver to Lender all instruments requested by Lender to permit such participation. In any such proceedings, Lender may be represented by counsel of its own choosing. As additional collateral and further security for the payment of the indebtedness secured hereby, Borrower hereby assigns to Lender all awards hereafter made by virtue of any exercise of the right of condemnation or eminent domain by any authority, including any award for damage to or taking of title to the Mortgaged Property, or any part thereof, or the possession thereof, or any right to any easement affecting the Mortgaged Property or appurtenant thereto (including any award for business damages, moving costs or relocation benefits), and the proceeds of all sales in lieu of condemnation. At its option, Lender may collect and receive all such awards and the proceeds of all such sales and give proper receipts and acquittances therefor, and Lender may, at Lender's option and in whatever order as Lender may elect, apply such awards and proceeds in any one or more of the following ways: (a) to the payment of costs and expenses (including reasonable attorneys, fees and other legal expenses) incurred by Lender in connection with collecting such proceeds; (b) to the payment of accrued interest on the Note; (c) to the payment of principal on the Note; (d) to the fulfillment of any of the covenants of Borrower hereunder; or (e) to payment of the cost of replacing or restoring the Mortgaged Property to a condition satisfactory to Lender. The balance of such awards or proceeds, if any, shall be paid to the persons legally entitled thereto. Borrower agrees to execute and deliver such other instruments as Lender may require to evidence the assignment of all such awards and proceeds to Lender.
- 7.8 <u>Legal Existence and Taxes</u>. Borrower shall keep in effect its existence and rights as a limited liability company under the laws of the state of its formation and its right to own property and transact business in the state in which the Mortgaged Property is situate during the entire time that it has any ownership interest in the Mortgaged Property. For all periods during which title to the Mortgaged Property or any part thereof shall be held by an entity subject to corporate taxes or taxes similar to corporate taxes, or by an entity required to pay license or other

fees or taxes, Borrower shall file returns for such taxes or license or other fees with the proper authorities, bureaus or departments and it shall pay, when due and payable and before interest or penalties are due thereon, all taxes or license or other fees owing by Borrower to the United States, to such state of incorporation or formation and to the state in which the Mortgaged Property is situate and any political subdivision thereof, and shall produce to Lender receipts showing payment of any and all such taxes, license or other fees, charges or assessments prior to the last dates upon which such taxes, license or other fees, charges or assessments are payable without interest or penalty charges, and within ten (10) days of receipt thereof of all settlements, notices of deficiency or overassessment and any other notices pertaining to Borrower's tax liability, which may be issued by the United States, such state of formation, the state in which the Mortgaged Property is situate and any political subdivision thereof. Notwithstanding the foregoing, Borrower shall have the right to contest any such tax provided the condition to such contest as provided in the above paragraph captioned "Taxes" above are met.

- order and condition, the Mortgaged Property and from time to time shall make all necessary or appropriate repairs, replacements and improvements thereto. Borrower will commit or permit no waste thereon and will do or permit no act by which the Mortgaged Property will become less valuable. Borrower shall not remove, transfer, sell or dispose of any portion of the Mortgaged Property (including fill dirt, shell, topsoil, trees or other landscaping) except pursuant to construction plans approved by Lender. Borrower will not demolish or substantially alter any building on the Premises except pursuant to construction plans approved by Lender. In the event that the Mortgaged Property or any substantial part thereof shall be damaged or destroyed by fire or other casualty, Borrower shall immediately notify Lender in writing of such damage or destruction. Upon the direction of Lender, Borrower shall, at its sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.
- 7.10 <u>Rezoning</u>. Borrower will not rezone the Premises, request any change in the land plan, or request or consent to any other change in the zoning and planning ordinances or classifications applicable to the Premises without obtaining Lender's prior written consent.

7.11 Other Financing or Liens.

(a) No further lien or encumbrance of any type, whether voluntary or involuntary, shall be permitted to be filed or entered against the Mortgaged Property without the prior written consent of the Lender which consent may be withheld in each instance in Lender's sole discretion. If any such lien or encumbrance is filed or entered, Borrower shall have it removed of record within thirty (30) days after Borrower receives notice of it by either paying it, having it bonded in a manner which removes it of record or otherwise having it removed of record. If the lien or encumbrance is involuntarily placed against the Mortgaged Property and is of a type that cannot be bonded as a matter of law, the deadline for Borrower's removal shall be

extended for a reasonable period provided Borrower diligently pursues litigation for the removal of the lien or encumbrance.

- (b) If any action be commenced to foreclose any permitted mortgage or lien of any kind encumbering all or any part of the Mortgaged Property and such action has not been discharged within sixty (60) days, the Lender may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable.
- herein or secured hereby, the Lender is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby. The respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Lender as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Lender had it been duly and regularly assigned to the Lender by a separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.
- 7.12 Prohibition on Transfer. Lender shall have the right in its sole discretion to accelerate and declare due and payable the unpaid principal balance of the Note and all other sums due under the Note, this Mortgage or the Loan Documents in the event: (a) of a change in the ownership, legal or beneficial of the Mortgaged Property or any part thereof without Lender's prior written consent which consent may be withheld by Lender in each instance in its sole discretion, (b) the Mortgaged Property shall be encumbered by any secondary or subordinate financing, or (c) of a change in the ownership of Borrower. Each of the foregoing events specified in the immediately preceding subparagraphs (a) through (c) shall be an "Event of Default" under this Mortgage.
- 7.13 Books and Records. Borrower shall keep, at its sole cost and expense, adequate records and books of account with respect to the Mortgaged Property and shall permit Lender, or its agents, to visit and inspect the Mortgaged Property and examine its records and books of account and to discuss its affairs, finances and accounts with Borrower and with the officers of Borrower at such reasonable times as may be requested by Lender. During the term of the Note including any extension thereof, upon written request from Lender and annually if no request is made, Borrower at its own expense shall deliver or cause to be delivered to Lender in form and content acceptable to Lender (i) current complete financial statements of the Borrower including a balance sheet and income/expense statements prepared in accordance with generally accepted accounting principles consistently applied, and certified by Borrower as true and correct, and (ii) current rent roll and related occupancy information.

- 7.14 Required Notices. Borrower shall notify Lender promptly of the occurrence of any of the following: (a) a fire or other casualty causing damage to the Mortgaged Property in excess of \$2,000.00; (b) receipt of notice of eminent domain proceedings or condemnation of the Mortgaged Property; (c) receipt of notice of default or notice of violation or notice of enforcement proceedings from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property; (d) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; (e) commencement of any litigation affecting the Mortgaged Property; or, (f) receipt of notice from any tenant of the Mortgage Property of default by Borrower under any lease agreement.
- 7.15 Prohibited Substances. Borrower represents and warrants to Lender that Borrower: (a) has no knowledge of the permanent placement, burial or disposal of any Prohibited Substance (as hereinafter defined) on the Mortgaged Property, of any spills, releases, discharges, leaks, or disposal of any Prohibited Substance that have occurred or are presently occurring on, under, or onto the Mortgaged Property, or of any spills, releases, discharges, leaks or disposal of any Prohibited Substance that have occurred or are occurring off of the Mortgaged Property as a result of Borrower's improvement, operation, or use of the Mortgaged Property which would result in non-compliance with any environmental law; (b) is and has been in compliance with all applicable environmental laws; (c) knows of no pending or threatened environmental civil, criminal or administrative proceedings against Borrower relating to any Prohibited Substance; and (d) knows of no facts or circumstances that would give rise to any future civil, criminal or administrative proceeding against Borrower relating to any Prohibited Substance.

As used herein, the term "Prohibited Substance" shall mean any substance whose storage or existence in or on the Property is restricted, prohibited, or is penalized under any law, ordinance, rule or regulation which is aimed at protecting the air, water, ground, or the environment, or whose release into the air, water, ground, or the environment is restricted, prohibited, or penalized under any such law, ordinance, rule or regulation, or whose removal from the Property is required by any such law, ordinance, rule or regulation. The term "Prohibited Substance," as used herein shall include, but shall not be limited to: asbestos, petroleum products, PCBs, and all substances defined as, or which would be considered to be, a "hazardous substance," "contaminant," "pollutant," "hazardous material," "hazardous waste," "hazardous chemical substance," "solid waste," "toxic substance," "toxic pollutant," or "pollution" under the following Federal Statutes, as amended: (a) the Comprehensive Environmental Response, Compensation, and Liability Act, Chapter 103, 42 U.S.C. §9601 et. seq., (b) the Hazardous Materials Transportation Act, Chapter 27, 49 U.S.C. §1802 et. seq., (c) the Resource Conservation and Recovery Act, Chapter 82, 42 U.S.C. §6901 et. seq., (d) the Toxic Substances Control Act, Chapter 53, 15 U.S.C. §2601 et. seq., (e) the Federal Water Pollution Control Act, Chapter 26, 33 U.S.C. §1251 et. seq., and (f) the Clean Air Act, Chapter 85, 42 U.S.C. §7401. Borrower warrants and represents to Lender that the Property (including the Land) do not contain any Prohibited Substances. The Borrower covenants with Lender that it shall not permit any such Prohibited Substances to be discharged onto or brought onto the Property. Borrower further covenants with Lender that if any such Prohibited Substances are discovered on the Property, same shall be immediately removed by Borrower, with proper and legal disposal, all as required under applicable laws, ordinances and regulations. Borrower hereby unconditionally agrees to indemnify and to hold Lender harmless from and against any and all loss, claim, liability, damage cost, expense or cause of action arising out of or related to the breach of the foregoing warranties, representations and covenants, including, without limitation, all cost of removal and disposal of such Prohibited Substance and any "clean-up" associated therewith, all costs of determining whether the Property are in compliance with applicable laws, ordinances and regulations, all costs of causing the Property to be in compliance with all applicable laws, ordinances and regulations, and all Lender's reasonable attorneys' fees, consultants' fees and court costs associated with the existence of such Prohibited Substances in or on the Property.

Lender shall have the right, in its sole discretion upon reasonable cause, to require Borrower to periodically (but not more frequently than annually unless an environmental complaint is then outstanding) perform (at Borrower's expense) an environmental audit and, if deemed necessary by Lender, an environmental risk assessment of the Property, each of which must be satisfactory to Lender. Should Borrower fail to perform said environmental audit or risk assessment within 30 days of the Lender's written request, Lender shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by Lender in the exercise of such rights shall be secured by this Mortgage and shall be payable by Borrower upon demand or charged to Borrower's loan balance at the discretion of Lender.

The obligations of Borrower under the foregoing representations, warrantics, covenants and indemnity, shall survive the satisfaction or foreclosure of this Mortgage and the payment of the Note.

- 7.16 <u>Legal Actions</u>. If Lender is made a party to or appears, either voluntarily or involuntarily, in any action or proceeding affecting the Mortgaged Property, the Note, or the validity or the priority of this Mortgage, then, Borrower shall, upon demand, reimburse Lender for all costs, expenses and liabilities incurred by Lender by reason of any such action or proceeding including reasonable attorneys, fees, and the same shall be secured by this Mortgage.
- 7.17 <u>Estoppel Certificate</u>. Borrower shall, within fifteen days from written demand, execute in such form as shall be reasonably requested, an Estoppel Certificate duly acknowledged setting forth the amount of principal and interest unpaid under the debt secured by this Mortgage, whether there are any offsets or defenses against enforcement of that debt, and the general status of this Mortgage. Failure of the Borrower to make and deliver to Lender the Estoppel Certificate within the required time shall constitute an Event of Default hereunder.
- 7.18 <u>Legal Fees and Costs</u>. Borrower shall pay all the costs, charges and expenses, including attorneys fees, reasonably incurred or paid at any time by the Lender, because of the failure of the Borrower to perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note, this Mortgage, and any other Loan

Documents or either. The fees and costs to be paid include those incurred by Lender in enforcing this Mortgage, the Note or any other Loan Document at the trial or appellate level. All such payments shall be secured by this Mortgage and shall bear interest at the "default" interest rate provided in the Note.

VIII. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an event of default (herein called an "Event of Default") under this Mortgage:

- (a) <u>Default in Payment</u>. Borrower shall fail to pay any installment of principal, interest, tax escrow payment or other sums due on the Note, under this Mortgage, or under any of the other Loan Documents when due.
- (b) <u>Breach of Covenant</u>. Borrower shall fail to observe or perform any other covenant or agreement made by Borrower in or pursuant to this Mortgage, or any of the other Loan Documents or any other document evidencing or securing the indebtedness secured hereby.
- (c) <u>Breach of Warranty</u>. Any representation, warranty or other information furnished by the Borrower in connection with the loan secured hereby shall be reasonably determined by the Lender to have been false or misleading in any material respect as of the date on which the same was made or given.
- (d) <u>Bankruptcy</u>, <u>Receivership</u>, <u>Insolvency</u>, <u>Etc</u>. (i) Borrower makes any assignment for the benefit of creditors; or, (ii) a receiver, liquidator, or trustee of Borrower or of Borrower's property is appointed; or, (iii) any voluntary or involuntary petition for bankruptcy, reorganization or arrangement of Borrower or any guarantor of the Note is filed pursuant to the Federal Bankruptcy Code, or any similar statute and which, in the case of an involuntary petition, is not discharged within 60 days; or, (iv) Borrower becomes insolvent; or, (v) Borrower is liquidated or dissolved or its charter expires or is revoked.
- (e) <u>Notice Limiting Future Advances</u>. Borrower shall file in the public records in the county in which the Premises are located, a notice limiting the maximum principal amount that may be secured by this Mortgage or mails such a notice to Lender.
- (f) Other Specified Events. Any other event occurs which is specified in this Mortgage to be an Event of Default.

IX. REMEDIES

If an Event of Default shall occur and any applicable notice requirement shall have been complied with by Lender, Lender may, at its option exercise any one or more of the following rights or remedies:

- (a) <u>Acceleration</u>. Lender may declare the unpaid portion of the principal of the Note, all interest accrued and unpaid thereon, and all other sums secured hereby, to be due and payable immediately, whereupon such sums shall immediately become and be due and payable without notice or demand;
- (b) <u>Foreclosure</u>. Lender may foreclose this Mortgage in the manner provided by law and in equity;
- (c) <u>Possession of Mortgaged Property</u>. Lender may to the extent permitted by law, enter and take possession of all the Mortgaged Property, and exclude Borrower and its agents and employees wholly therefrom, and hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time: (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Borrower in its name or otherwise, with respect to the same; (iv) enter into agreements with others to exercise the powers herein granted Lender;
- (d) <u>Collection of Rents</u>. To the extent permitted by law, Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property, including those past due as well as those accruing thereafter, and apply the monies so received by Lender, in such priority as Lender may determine, to the payment of accrued interest on the Note, the payment of overdue installments of principal, the cost of insurance, taxes, assessments and other proper expenses of owning the Mortgaged Property or any part thereof, and the reasonable compensation, expenses and disbursements of the agents of Lender;
- (e) <u>Cure by Lender</u>. Lender may, at Lender's sole option, and without waiving or affecting its other remedies hereunder, pay such sums of money as may be necessary to cure the default; all sums so paid, together with interest at the "default" interest rate provided in the Note and together with all costs, charges, attorneys, fees and expenses incurred in connection with the payment shall be immediately due and payable by Borrower and shall be secured by this Mortgage (Notwithstanding such payments by Lender, the Event of Default shall be deemed to be continuing until Lender has been reimbursed by Borrower as described herein);
- Property, as a matter of right, the appointment of a receiver to take possession of the Mortgaged Property and to collect all rents, revenues, issues, income, products and profits thereof and apply the same as the Court may direct; the expenses including receiver's fees, attorneys, fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Mortgage. Borrower hereby consent to the appointment of a receiver;
- (g) Other Remedies. Lender may exercise any other remedy specifically granted under this Mortgage, or the Note, or any other Loan Document, or exercise any other

remedy provided in equity, or at law, or by virtue of any statute, or otherwise, including but not limited to, suits for monetary damages or awards, and injunctive relief.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note or now or hereafter existing at law, in equity, or by statute.

X. MISCELLANEOUS

- 10.1 <u>No Waiver</u>. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall impair such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No waiver of any default hereunder shall extend to or affect any subsequent or any other Event of Default then existing or impair any rights, powers or remedies consequent thereon. If Lender:
- (i) grants forbearance or an extension of time for the payment of any sums secured hereby;
- (ii) takes other or additional security for the payment of sums secured hereby;
- (iii) waives or does not exercise any right granted in the Note, this Mortgage or any other instruments securing the Note;
- (iv) releases any part of the Mortgaged Property from the lien of this Mortgage or releases from liability any guarantor or other party who is liable for the Note;
- (v) changes any of the terms of the Note, this Mortgage or any other instrument securing the Note;
- (vi) consents to the filing of any map, plat or declaration of condominium of the Mortgaged Property; or
- (vii) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof,

no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-maker, endorser, surety or guarantor,

nor shall such act or omission affect, disturb or impair in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the indebtedness remaining unpaid together with all other amounts due hereunder. No act or omission of Lender shall preclude it from exercising any right, power or privilege herein granted or intended to be granted.

- 10.2 <u>Subsequent Borrowers</u>. In the event the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Borrower, the Lender may without notice to Borrower, deal with such successor or successors in interest with reference to this Mortgage and to the Note secured hereby in the same manner as with Borrower without in any way discharging or vitiating Borrower's liability hereunder or upon the Note.
- 10.3 <u>Further Assurances</u>. Borrower agrees that at any time, and from time to time, after execution and delivery of this Mortgage it will, upon the request of Lender, and at Borrower's sole expense, execute and deliver such further documents and do such further acts and things as Lender may reasonably request in order to fully effect the purposes of this Mortgage and to subject to the lien of this Mortgage any property intended by the provisions hereof to be covered hereby.
- 10.4 <u>Severability</u>. If any provision of this Mortgage is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Mortgage shall remain in full force and effect and shall be liberally construed in favor of Lender in order to effect the provisions of this Mortgage.
- 10.5 <u>Terms</u>. Whenever used in this Mortgage, unless the context clearly indicates a contrary intent:
- (a) The word "Borrower" shall mean the person who executes this Mortgage, any subsequent owner of the Mortgaged Property, and their respective heirs, executors, administrators, successors, and assigns;
- (b) The word "Lender" shall mean the person specifically named herein as "Lender" or any subsequent holder of this Mortgage and their heirs, successors and assigns;
- (c) The word "person" shall mean individual, corporation, partnership or unincorporated association;
 - (d) The use of any gender shall include all genders;
- (e) The singular number shall include the plural and the plural the singular as the context may require.
- (f) If Borrower is more than one person, all agreements, conditions, covenants, provisions, stipulations, powers of attorney, authorizations, waivers, releases, options, undertakings, rights and benefits made or given by Borrower shall be joint and several, and shall

bind and affect all persons who are defined as "Borrower" as fully as though all of them were specifically named herein wherever the word "Borrower" is used.

- (g) The word "Mortgage" shall mean this document.
- 10.6 <u>Time of Essence</u>. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness secured hereby.
- 10.7 Notices. All notices, statements, requests, and demands given to or made upon any party hereto in accordance with the provisions of this Mortgage shall be deemed to have been given or made when hand delivered or deposited in the Certified Mails of the United States, Return Receipt Requested, postage prepaid, or deposited with Federal Express or similar delivery service, addressed to such party at the address or addresses hereinabove stated following the names of the respective parties, or to a different address in accordance with any unrevoked written direction from such party to the other parties hereto.
- 10.8 <u>Captions</u>. Captions of paragraphs contained in this Mortgage are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Mortgage or the intent of any provision hereof.
- 10.9 Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida.
- 10.10 <u>Federal Law Application</u>. The loan secured by this Mortgage ("Loan") was made under a SBA nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulation:
 - (a) When SBA is the holder of the Note, this document and all documents evidencing or securing the Loan will be construed in accordance with federal law.
 - (b) Lender or SBA may use local or state procedures for purposes such as filing paper, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. Neither Borrower nor any other obligor of the Obligation may claim or assert against SBA any local or state law to deny any obligation of Borrower or any obligor of the Obligation, or defeat any claims of SBA with respect to the Loan.
 - (c) Any clause in this Mortgage requiring arbitration is not enforceable when SBA is the holder of the Note.

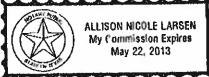
10.11 JURY TRIAL WAIVER. THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE BORROWER AND THE LENDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (a) THIS MORTGAGE, (b) THE LOAN EVIDENCED BY THE NOTE, OR (c) THE LOAN IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE BORROWER, AND THE BORROWER HEREBY REPRESENTS THAT NO REPRESENTATION OF FACT OR OPINION HAS BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE BORROWER FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. LENDER, BY ITS ACCEPTANCE OF THIS MORTGAGE, SHALL BE DEEMED TO HAVE, IN A SIMILAR MANNER, WAIVED ITS RIGHT TO A JURY TRIAL.

10.12 <u>Construction Mortgage</u>: This Mortgage is a construction mortgage, as that term is used in the Florida Uniform Commercial Code.

IN WITNESS WHEREOF, this Mortgage has been duly executed, delivered and sealed by the Borrower on the day and year first above written.

Signed, sealed and delivered in the presence of:	NAPCOM, LLC, a Florida limited liability company
	Pui (da)
Name:	Payman Sadeghi, Manager
Name:	By:
Ivanic,	Nassim Emadzadeh, Manager Address: 2344 S. Douglas Road
	Coral Gables, Florida 33134

1 LXW				
STATE OF FLORIDA	§			
Heavis	§			
COUNTY OF MIAMI-DADE	_/› §			
d.	7.		1 0	
The foregoing instrumen	nt was acknowle	edged before me	this o	day of
LUVAN , 2013, b	y Payman Sadeg	hi and Nassim E	Emadzadeh, Ma	anagers of
MAX COM, LLC, a FIORMA IIIII	neu naomity come	any, on denait of	the company.	They are
personally known to me or have j	produced	0.4.	as identificati	on.
			_	
	<u> </u>	,		



NOTARY PUBLIC, State of Florida

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Compass Bank P.O. Box 797808 Dallas, Texas 75379-7808

SETTLEPOU 3333 Lee Parkway Eighth Floor Dallas, Texas 75219

Exhibit "A"

LOT 17, BLOCK 31, CORAL GABLES SECTION "L", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 85, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Home > Resources > Data Tools > BankFind Suite > Find Institutions by Name & Location



Back to Search Results

Succeeding Institution

Compass Bank



Institution Details



Institution Closed
Merged or acquired on
10/23/1998
without government
assistance

FDIC Cert # 27419

Established 12/19/1988

Bank Charter Class State Chartered Banks, member of the Federal Reserve System (FRS)

Primary Federal Regulator Federal Reserve Board Data as of 08/20/2021

Main Office Address 24 Greenway Plaza Houston, TX 77046

Financial Information
Create financial reports
for this institution

Consumer Assistance Federal Reserve Cons...

Contact the FDIC Compass Bank BBVA USA Cert - 19048



Since 03/02/1964
Click to View
Succeeding
Institution

See the succeeding institution for more information.

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile

Other Names

This information is not available for inactive institutions.

Home > Resources > Data Tools > BankFind Suite > Find Institutions by Name & Location



Back to Search Results

BBVA USA



Institution Details



FDIC Cert # 19048

Established 03/02/1964

Bank Charter Class
State Chartered Banks, member
of the Federal Reserve System
(FRS)

Primary Federal Regulator Federal Reserve Board

Secondary Federal Regulator CFPB

Data as of 08/20/2021

Main Office Address 15 20th Street S Birmingham, AL 35233

Primary Website www.bbvausa.com

Locations646 domestic locations: 7 states and 0 territories.
0 in foreign locations.

Financial Information
Create financial reports for this institution

Consumer Assistance Federal Reserve Consumer Help

Contact the FDIC BBVA USA

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile

Other Names

646 Branch Offices

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Results →

4



3

4

5 ...



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Page #

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Go

♦ UNINUM	≜ Branch Number	♦ Name	Address	‡ City	‡ County	♦ State
12885	Main Office	Bbva Usa	15 20th Street S Birmingham, AL 35233	Birmingham	Jefferson	AL
247161	1	Financial Center Birmingham Branch	505 20th St N Birmingham, AL 35203	Birmingham	Jefferson	AL
247162	2	Westgate Branch	1151 Bankhead Highway West Birmingham, AL 35204	Birmingham	Jefferson	AL
247163	3	Midfair Branch	7200 Aaron Aronov Drive Fairfield, AL 35064	Fairfield	Jefferson	AL.
247164	4	Green Springs Branch	198 Green Springs Highway Homewood, AL 35209	Homewood	Jefferson	AL
247165	5	Roebuck Branch	9208 Parkway East Birmingham, AL 35206	Birmingham	Jefferson	AL.
			1668			

247166	6	Eastwood Village Branch	Montclair Road Birmingham, AL 35210	Birmingham	Jefferson	AL
247170	10	Brookwood Branch	501 Shades Creek Pkwy Birmingham, AL 35209	Birmingham	Jefferson	AL
247171	11	Hoover Branch	1560 Montgomery Hwy Hoover, AL 35216	Hoover	Jefferson	AL
247173	13	Leeds Branch	7925 Parkway Drive Southeast Leeds, AL 35094	Leeds	Jefferson	AL
247176	16	Riverchase Branch	1789 Montgomery Highway Birmingham, AL 35244	Birmingham	Jefferson	AL
247177	19	Warrior Branch	100 Fifth Street East Warrior, AL 35180	Warrior	Jefferson	AL
1814	21	Auburn Main Bronch	101 South College Street Suite 101	Auburn	Lee	AL

		DIAIMI	Auburn, AL 36830			
194226	24	Opelika Branch	315 South Sixth Street Opelika, AL 36801	Opelika	Lee	AL
9254	25	Decatur Main Branch	404 Well Street Northeast Decatur, AL 35601	Decatur	Morgan	AL
232102	26	Albertville Branch	300 West Main Street Albertville, AL 35950	Albertville	Marshall	AL
232103	27	Athens Main Branch	105 West Green Street Athens, AL 35611	Athens	Limestone	AL
232104	28	Cullman Main Branch	1715 Second Avenue Southwest Cullman, AL 35055	Cullman	Cullman	AL
232108	32	Florence Main Branch	412 North Court Street Florence, AL 35630	Florence	Lauderdale	AL.
232110	34	Fort Payne Main	200 Gault Avenue North Fort Payne,	Fort Payne	De Kalb	AL

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AL 35967

232111	35	Gadsden Main Branch	601 Broad Street Gadsden, AL 35901	Gadsden	Etowah	AL
232113	37	Huntsville Northwest Branch	2004 Country Club Avenue Northwest Huntsville, AL 35816	Huntsville	Madison	AL
232114	38	Governors Drive Branch	114 Governors Drive Southeast Huntsville, AL 35801	Huntsville	Madison	AL
232116	40	Muscle Shoals Branch	606 East Avalon Avenue Muscle Shoals, AL 35661	Muscle Shoals	Colbert	AL
232118	42	Oneonta Branch	300 Second Avenue East Oneonta, AL 35121	Oneonta	Blount	AL