

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CITY NATIONAL BANK OF FLORIDA,

Case No. 2022-021015-CA-23

Plaintiff,

v.

ARMANDO MENDEZ A/K/A ARMANDO F.
MENDEZ, AMARILYS MENDEZ, RIVIERA
ISLE INVESTMENT CORP., a Florida
Corporation, UNITED STATES OF
AMERICA, INTERNAL REVENUE
SERVICE, AND UNKNOWN
TENANTS/OWNERS.

Defendants.

SECOND AMENDED VERIFIED MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, CITY NATIONAL BANK OF FLORIDA, by and through its undersigned attorneys, sues Defendants, ARMANDO MENDEZ A/K/A ARMANDO F. MENDEZ, AMARILYS MENDEZ, RIVIERA ISLE INVESTMENT CORP., A FLORIDA CORPORATION, UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE, UNKNOWN TENANTS/OWNERS 1, UNKNOWN TENANTS/OWNERS 2, and UNKNOWN TENANTS/OWNERS 3, and states:

GENERAL ALLEGATIONS

1. As of the date of the execution of this complaint, CITY NATIONAL BANK OF FLORIDA, is the holder of the original note secured by the mortgage pursuant to 673.3011 Florida Statutes. The Certification of Original Promissory Note is attached hereto.
2. Defendant(s), ARMANDO MENDEZ A/K/A ARMANDO F. MENDEZ, AMARILYS MENDEZ, is/are the record owner(s) of the property sought to be foreclosed by the Plaintiff, and hold title to the property subject to the Mortgage described herein.

3. Defendants, RIVIERA ISLE INVESTMENT CORP., A FLORIDA CORPORATION, UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE, UNKNOWN TENANTS/OWNERS 1, UNKNOWN TENANTS/OWNERS 2, and UNKNOWN TENANTS/OWNERS 3, are persons and/or entities who have or may claim some right, title, interest, or lien in, to, or upon the Property described below.

4. On or about June 24, 2011, ARMANDO MENDEZ executed and delivered a Note in favor of CITY NATIONAL BANK OF FLORIDA. A Mortgage securing the Note was executed by ARMANDO MENDEZ AND AMARILYS MENDEZ, HUSBAND AND WIFE and recorded on July 8, 2011 in Official Records Book 27749, Page 2464, of the Public Records of Miami-Dade County, Florida, and re-recorded on April 17, 2012, in Official Records Book 28075, Page 4140, of the Public Records of Miami-Dade County, Florida and mortgaged the property described in the Mortgage then owned by and in possession of the mortgagors.

5. On or about September 19, 2017 the Plaintiff and Defendants ARMANDO MENDEZ AND AMARILYS MENDEZ entered into a deferral agreement. On or around April 24, 2020, Plaintiff approved Defendants for a forbearance wherein certain monthly payments were suspended for the initial period from 5/1/20 through 7/31/2020. The forbearance agreement was extended for additional periods through 4/1/21. The agreements have since expired and/or terminated. A copy of the deferral agreement and CITY NATIONAL BANK OF FLORIDA's business records confirming the forbearance agreement and related extensions are attached hereto.

6. A default exists under the Note and Mortgage as a result of the amounts due under the Note and Mortgage in that the payment due for October 1, 2020, and all subsequent payments have not been made.

7. All conditions precedent to filing of this action have been performed or have occurred.

8. Plaintiff hereby accelerates all principal and interest under the Note or Mortgage to be immediately due and payable.

9. Plaintiff is due the sum of NINE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS AND TWO CENTS (\$996,499.02) in principal under the Note and Mortgage, plus interest from September 1, 2020, title search expenses for ascertaining necessary parties to this action, unpaid taxes, insurance premiums, accumulated late charges, and inspection fees. The principal balance due on the Note and Mortgage consists of \$966,139.89 as to the Interest-Bearing Principal Balance, and \$30,359.13 as to the Deferred Principal Balance.

10. As a result of the default under the Note or Mortgage, it has become necessary for the Plaintiff to employ the undersigned attorneys to prosecute this action, and Plaintiff has agreed to pay such attorneys a reasonable fee for their services. Under the terms and provisions of the Note and Mortgage, Plaintiff is entitled to recover its reasonable attorney's fees in bringing this action.

11. Defendant(s), ARMANDO MENDEZ A/K/A ARMANDO F. MENDEZ, AMARILYS MENDEZ, may claim an interest in the subject property by virtue of a claim of ownership, possession and/or occupancy of the Property. Said interest, however, is either invalid or is subordinate to the lien of Plaintiff's Mortgage.

12. Defendant(s), RIVIERA ISLE INVESTMENT CORP., A FLORIDA CORPORATION, may claim some interest in the subject property by virtue of Mortgage recorded on June 11, 2018 in Official Records Book 31008, Page 2019, of the Public Records of Miami-Dade County, Florida, and Assignment recorded on October 17, 2018 in Official Records Book 31183, Page 3939, of the Public Records of Miami-Dade County, Florida. Said interest, however, is either invalid or is subordinate and inferior to the lien of Plaintiff's Mortgage.

13. Defendant(s), UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE, may claim some interest in the subject property by virtue of Notice of Federal Tax Lien against ARMANDO F MENDEZ, whose residence was 15890 W PRESTWICK PL, MIAMI LAKES, FL 33014. Said lien was recorded in the public records of Miami-Dade County, Florida on April 27, 2022, in Official Records Book 33157, Page 4726, which notice was prepared by the BALTIMORE office of the Internal Revenue Service. A copy of the lien is attached hereto.

COUNT I
MORTGAGE FORECLOSURE

14. Plaintiff re-alleges and incorporates Paragraphs 1 through 13 of this Complaint.

15. This is an action to foreclose the first Mortgage on real property (the "Property") in Miami-Dade County, Florida, having a legal description as follows:

LOT 41, BLOCK 1, OF MIAMI LAKES LOCH LOMOND
SECTION, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 76, PAGE 91, OF THE PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA

with a street address of 15890 W. PRESTWICK PLACE, MIAMI LAKES, FL 33014, herein referred to as "the Property."

16. Under the terms of the Mortgage, and in accordance with Florida law, Plaintiff is entitled to foreclosure of its Mortgage upon default in payment.

17. All conditions precedent to the enforcement of Plaintiff's right to foreclosure herein and the maintenance of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff requests that this honorable Court:

- (a) Take jurisdiction of the parties hereto and of the subject matter hereof;
- (b) Order that the lien of Plaintiff's Mortgage is a valid first lien on the Property described and is superior to any lien of record;

(c) Order foreclosure of the Mortgage, and that all Defendants named herein, their estates, and all persons claiming under or against them since the filing of the Notice of Lis Pendens, be foreclosed;

(d) Determine the amount due Plaintiff under the Note and Mortgage sued upon herein, including costs, and award attorney's fees as provided by the Note and Mortgage;

(e) Order that if said sum due Plaintiff is not paid in full within the time set by this Court, the Property be sold by Order of this Court to satisfy Plaintiff's claims;

(f) Order that if the proceeds from such court ordered sale are insufficient to pay Plaintiff's claim, then a deficiency judgment be entered for the remaining sum against all Defendants who have assumed personal liability for same and who have not received a discharge in bankruptcy;

(g) Order delivery and possession of the real property to the Purchaser, who shall be responsible for condominium or homeowner association assessments and other charges in accordance with any applicable Declaration or §§718.116 and 720.3085, Florida Statutes, respectively and upon proof of the demand or refusal of any Defendant to vacate and surrender such possession, and the clerk be directed to issue a writ of possession without further order of this Court;

(h) Retain jurisdiction to determine the amounts due for condominium or homeowner association assessments and other charges in accordance with any applicable Declaration or §§718.116 and 720.3085, Florida Statutes, respectively, should Plaintiff, its successors and assigns, be the Purchaser.

(i) Retain jurisdiction of this cause and the parties hereto to determine Plaintiff's entitlement to a deficiency judgment and the amount thereof; and

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