

ELDRED TOWNSHIP EXHIBITS

HEARING DATE: February 17, 2021

NO.	DESCRIPTION
T-1	Monroe County Tax Assessment information for 104 Fiddletown Road
T-2	Title Search for 104 Fiddletown Road, Eldred Township, Monroe County
T-3	Dangerous Structure Report, dated October 28, 2020, of Zoning/Code Enforcement Officer Shawn McGlynn
T-4	Correspondence, dated November 20, 2020, providing notice to show cause in regards to interested parties, and enclosures
T-5	Correspondence dated January 22, 2021, providing notice to show cause to interested parties in regards to the February 17, 2021, hearing, and enclosures
T-6	E-mail correspondence with <i>Times News</i> in regards to publication of an advertisement providing notice of the show cause hearing
T-7	E-mail correspondence from Weighknecht, dated January 28, 2021, regarding transfer of the Yapple Properties/Amy's Country Store SBA 504 loan from LVEDC, to South Eastern Economic Development Company of Pennsylvania ("SEEDCOPA")
T-8	Copy of Special Warranty Deed for the 104 Fiddletown Road property
T-9	Correspondence, dated February 10, 2021, to Chris McHenry, at SEEDCOPA, in regards to the February 17, 2021 show cause hearing on 104 Fiddletown Road property
T-10	<i>Times News</i> Proof of Publication in regards to the Notice of Public Hearing on order to show cause in regards to the 104 Fiddletown Road property

[Home](#) [Property Search](#)[Address](#) [Parcel ID](#) [Owner](#) [Map #](#)**Profile**

PARID: 06.6.1.38

104 FIDDLETOWN RD

1 of 1

[Return to Search Results](#)**Values****Parcel****Sales**

Parcel ID 06.6.1.38
 Map Number 06623500871094
 Property Location 104 FIDDLETOWN RD
 Township Eldred
 Land Use 591-Retail - Other
 Property Class 9-Taxable
 Living Units 2
 Land Area (acreage) .68
 Neighborhood Code 06C01
 Zoning C
 Homestead/Farmstead Status Reject
 Legal Desc

Permits**Residential****Commercial****Sketch****Photos****Map****OBY****Comparables****Actions** [Printable Summary](#) [Printable Version](#)**Owners**

Owner(s) YAPLE PROPERTIES LLC

Mailing Address 175 AFD LANE

KUNKLETOWN PA 18058

Property/Location Factors

Utilities 5-Well
 6-SEPTIC
 8-Electric

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ELDRED TWP
 EXHIBIT "T-1"
 HEARING DATE: 02/17/21

[Home](#) [Property Search](#)[Address](#) [Parcel ID](#) [Owner](#) [Map #](#)

Profile	PARID: 06.6.1.38	104 FIDDLETOWN RD
Values	2020 Values	
Sales	Building Value	\$123,720
Permits	Land Value	\$23,540
Residential	Total Value	\$147,260
Commercial	C&G	
Sketch	Clean and Green	0
Photos	Taxable Land	23,540
Map	Taxable Building	123,720
	Total Taxable Value	147,260
OBV		
Comparables		

1 of 1

[Return to Search Results](#)**Actions** [Printable Summary](#) [Printable Version](#)

POCONO PROPERTY ABSTRACT, INC.

11 NORTH 8TH STREET, STROUDSBURG, PA 18360 (570) 421-6648 FAX (570) 421-7488



October 22, 2020

King Spry Herman Freund & Faul, LLC
ATTN: Patricia A. Yetter
One West Broad Street, Suite 700
Bethlehem, PA 18018

RE: PPA 20-21794

Dear Patti:

A bringdown search of the records at the Monroe County Courthouse from January 9, 2007 to October 6, 2020 indicates the following:

1. PREMISES:

- 1) ½ acre and 15 perches, situate in Eldred Township, Monroe County, PA.
- 2) 3,397.5 square feet, situate in Eldred Township, Monroe County, PA.

2. PRESENT OWNER: Yaple Properties, LLC, a Pennsylvania limited liability company, by deed from William W. Smiley and Susan J. Smiley, his wife, dated January 9, 2007, and recorded January 10, 2007, in the Office of the Recorder of Deeds, in and for Monroe County, in Record Book Vol. 2293, page 2312.

3. MORTGAGES:

- 1) Yaple Properties, LLC, to First Star Savings Bank, dated January 9, 2007, and recorded January 10, 2007, in the Office of the Recorder of Deeds, in and for Monroe County, in Record Book Vol. 2293, page 2316 in the amount of \$149,950.00.
 - A. Note and Mortgage Modification recorded June 27, 2007, in Record Book Vol. 2309, page 2892.
2. Assignment of Leases and Rents between Yaple Properties, LLC, and First Star Savings Bank, dated January 9, 2007, and recorded January 10, 2007, in the Office of the Recorder of Deeds, in and for Monroe County, in Record Book Vol. 2293, page 2331.

ELDRED TWP
EXHIBIT "T-2"
HEARING DATE: 02/17/21

ISSUING AGENT OF
CHICAGO TITLE INSURANCE COMPANY

- 3) Yaple Properties, LLC, to Lehigh Valley Economic Development Corporation, dated June 27, 2007, and recorded June 27, 2007, in the Office of the Recorder of Deeds, in and for Monroe County, in Record Book Vol. 2309, page 2897 in the amount of \$95,000.00.
 - A. Assignment of mortgage to United States Small Business Administration, recorded June 27, 2007, in Record Book Vol. 2309, page 2906.
- 4) Assignment of Leases and Rents between Yaple Properties, LLC, and Lehigh Valley Economic Development Corporation, dated June 27, 2007, and recorded June 27, 2007, in the Office of the Recorder of Deeds, in and for Monroe County, in Record Book Vol. 2309, page 2910.
4. JUDGMENTS: None.
5. FEDERAL TAX LIENS: None.
6. SECURED TRANSACTIONS: None.
7. EQUITY: None.
8. EJECTMENT: None.
9. REAL ESTATE TAXES: 2020 real estate taxes are assessed to Yaple Properties, LLC, as follows:
Tax Code No. 6/6/1/38, PIN #06-6235-00-87-1094
Land \$23540 + Building \$123720 = Total \$147,260
SEE ATTACHED
10. Proof of payment of 2020 County/Township/School and prior taxes.
11. Certificate of Organization of Yaple Properties, LLC, a Pennsylvania limited liability company, filed with Department of State, and any amendments thereto to be produced and examined.
12. Operating Agreement of Yaple Properties, LLC, a Pennsylvania limited liability company, to be produced and examined; possible additional requirements to be made upon production of same.
13. Settled taxes due to Commonwealth of Pennsylvania by Yaple Properties, LLC, a Pennsylvania limited liability company.
14. Certificate of Incorporation of Karbill Enterprises, Inc.

This Bringdown excepts any defects, liens, encumbrances, adverse claims or others matters as a result of or caused by computer error, program error or limitations, programmer error, or the like, including but not limited to any misspellings or derivations of the surname, including the current name: **Karbill Enterprises, Inc.**

Very truly yours,



Harold C. Cortright

PARCEL NUMBER: 06.6.1.38

**MUNICIPALITY: 06 - ELDRED
TOWNSHIP**

TAX ACCOUNT ID: 66438

PROPERTY LOCATION: 104 FIDDLTOWN RD

SCHOOL: 53 - Pleasant Valley

YAPLE PROPERTIES LLC

HOMESTEAD?: R

MAILING ADDRESS: 175 AFD LANE,, KUNKLETOWN, PA. 18058

Real Taxes Due

See Below for Real Tax Information Details

Current Tax Information - Interim Run A

BILLING DATE

AT DISCOUNT

AT FACE

AT PENALTY

Current Tax Information - County/Municipal

COUNTY/MUNICIPAL TAX HAS BEEN PAID

Current Tax Information - County/Municipal

BILLING DATE

01-MAR-2020

AT DISCOUNT

\$664.90 if PAID by 31-AUG-2020

AT FACE

\$678.47 if PAID between 01-SEP-2020 and 31-DEC-2020

Current Tax Information - Interim Run B

BILLING DATE

AT DISCOUNT

AT FACE

AT PENALTY

Current Tax Information - School

SCHOOL TAX HAS BEEN PAID

Current Tax Information - School

BILLING DATE

01-AUG-2020

AT DISCOUNT

\$3,345.44 if PAID by 30-SEP-2020

AT FACE

\$3,413.72 if PAID by 30-NOV-2020

AT PENALTY

\$3,755.09 if PAID by 31-DEC-2020

PARCEL NUMBER: 06.6.1.38

**MUNICIPALITY: 06 - ELDRED
TOWNSHIP**

TAX ACCOUNT ID: 66438

PROPERTY LOCATION: 104 FIDDLTOWN RD

SCHOOL: 53 - Pleasant Valley

YAPLE PROPERTIES LLC

HOMESTEAD?: R

MAILING ADDRESS: 175 AFD LANE, , KUNKLETOWN, PA. 18058

Real Taxes Paid

Eff.Date	Cycle	Payment #	Tax Year	Bus.Date	Pymt Method	Pymt Type	Amount	Notes
30-SEP-2020	S3	3127999	2020	07-OCT-2020	CK	SF	3,345.44	4071579
21-APR-2020	1	2992563	2020	21-APR-2020	CK	CMD	664.90	4068047
18-SEP-2019	2	2887759	2019	18-SEP-2019	CK	DIS	2,898.76	
07-APR-2019	1	2789766	2019	07-APR-2019	CK	DIS	587.34	
14-AUG-2018	2	2675239	2018	14-AUG-2018	CK	DIS	2,860.56	
17-APR-2018	1	2616309	2018	17-APR-2018	CK	DIS	587.34	
10-AUG-2017	2	2483060	2017	10-AUG-2017	CK	DIS	2,822.36	
03-JUN-2017	1	2473478	2017	03-JUN-2017	CK	FAC	599.32	
22-SEP-2016	2	2340028	2016	22-SEP-2016	CK	DIS	2,822.36	
21-MAY-2016	1	2303250	2016	21-MAY-2016	CK	FAC	599.32	
31-DEC-2015	2	2225643	2015	31-DEC-2015	CK	PEN	3,167.96	
30-APR-2015	1	2134648	2015	30-APR-2015	CK	DIS	587.34	
21-NOV-2014	1	2047174	2014	21-NOV-2014	CK	PEN	659.26	
15-AUG-2014	2	1979126	2014	15-AUG-2014	CK	DIS	2,822.36	
23-SEP-2013	2	1866182	2013	23-SEP-2013	CK	DIS	2,822.36	
26-APR-2013	1	1785684	2013	26-APR-2013	CK	DIS	587.34	

Monroe County Pennsylvania

Prothonotary General Wide Index Report

10/22/2020

1 of 4

No Records Found for: YAPLE JON

YAPLE PROPERTIES

Party 1	Type	Case Number	Case Type	Filing Date	Satisfied	Disposition
Party 2						
YAPLE JON R	Plaintiff	2019-08798	CIVIL APPEALS - AGENCIES: BOARD OF ASSESSMENT		6/8/2020	Discontinued
MONROE COUNTY BOARD OF ASSESSMENT REVISION	Defendant		10/28/2019 2:36:00 PM			
YAPLE RONALD AND	Plaintiff	2019-08799	CIVIL APPEALS - AGENCIES: BOARD OF ASSESSMENT		6/8/2020	Discontinued
MONROE COUNTY BOARD OF ASSESSMENT REVISION	Defendant		10/28/2019 2:37:00 PM			
YARA JOAN M	Plaintiff	2012-09016	SUPPORT			
KINARD ANDRE	Defendant		10/23/2012 10:47:00 AM			
YARANAKA VANSHI KRISHNA	Defendant	2018-07524	REAL PROPERTY - EJECTMENT			
THEME FAMILY LIMITED PARTNERSHIP B	Plaintiff		9/28/2018 3:11:00 PM			
YARASHAS BARBARA	Plaintiff	2018-02198	REAL PROPERTY - LANDLORD/TENANT DISPUTE		12/17/2018	Discontinued
YARASHAS KARYN	Defendant		4/2/2018 3:48:00 PM			
YARASHAS DENISE	Plaintiff	2017-07763	JUDGMENT/TRANSCRIPT			
GELTZ JONATHAN MICHAEL	Defendant		10/13/2017 3:36:00 PM			
YARASHAS JOHN	Plaintiff	2017-07763	JUDGMENT/TRANSCRIPT			
GELTZ JONATHAN MICHAEL	Defendant		10/13/2017 3:36:00 PM			
YARASHAS KARYN	Defendant	2018-07317	REAL PROPERTY - EJECTMENT		1/31/2017	Judgment
ORDEGROVE CHAD	Plaintiff		10/12/2016 4:04:00 PM			
YARASHAS KARYN	Defendant	2018-02198	REAL PROPERTY - LANDLORD/TENANT DISPUTE		12/17/2018	Discontinued
YARASHAS RONALD	Plaintiff		4/2/2018 3:48:00 PM			
YARASHAS KARYN L	Defendant	2018-05127	PROTECTION FROM ABUSE		4/15/2019	Dismissed

This Document Prepared By:
Louis D. Powlette, Esquire
231 Park Avenue
Stroudsburg, PA 18360

6

42.00 (P1)
3P
+ 3N
1 extra
Parcel

Parcel ID Number: 6/6/1/38

Special Warranty Deed

This Indenture, Made this 9th day of January, 2007 A.D., Between
William W. Smiley and Susan J. Smiley, his wife

of the County of Monroe, State of PA, grantors, and
Yaple Properties, LLC, a Pennsylvania limited liability company

whose address is: R.D.#3, Box 42A, Kunkletown, PA 18058

of the County of Monroe, Commonwealth of Pennsylvania, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of

TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED DOLLARS AND - - - DOLLARS,
- - - - -NO/100 (\$299,900.00)

and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Monroe, Commonwealth of Pennsylvania to wit:

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate
in the Village of Kunkletown, Township of Eldred, County of Monroe
and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in the public road, thence by land of Andrew
Christman, North 79-1/4 degrees East, seven and three-tenths perches
to a corner, thence south 7-1/2 degrees East nine and four tenths
perches to a corner in another public road; thence along said public
road and land of Andrew Christman, South 81-1/2 degrees West, nine
and one-half perches to a corner in the aforesaid public road; thence
along the same North 6 degrees East; nine and one-half perches to the
place of BEGINNING. CONTAINING one half acre and fifteen perches.

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate
in the Village of Kunkletown, Township of Eldred, County of Monroe
and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the public road, thence along same North
fourteen degrees (14°) East, thirty (30) feet to an iron stake;
thence along land of grantors hereof North eighty-three (83°) degrees
East, one hundred eight (108) feet to an iron stake; thence South
five and one-half (5-1/2°) degrees East, thirty (30) feet to a corner
in land of grantees; Thence along same South eighty-three (83°)

(Continued on Attached)

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

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

And the grantors hereby covenant with said grantee that grantors are lawfully seized of said land in fee simple; that grantors have
good right and lawful authority to sell and convey said land; that grantors hereby warrant the title to said land and will
defend the same against the lawful claims of all persons claiming by, through or under grantors.

Special Warranty Deed - Page 3

Parcel ID Number: 6/6/1/38

degrees West, one hundred eighteen and one-half (118-1/2) feet to the place of BEGINNING. CONTAINING three thousand three hundred ninety-seven and five tenths square feet 3397.5 sq. ft. strict measure.

BEING THE SAME premises which Allen C. Shoenberger, single and Jennie M. Smith, single, by their Deed dated December 11, 1984 and recorded in the Office for the Recording of Deeds, Monroe County, PA in Deed Book Volume 1427, Page 59, granted and conveyed unto William W. Smiley and Susan J. Smiley, his wife, Grantors hereof in fee.

Special Warranty Deed - Page 2

Parcel ID Number: 6/6/1/38

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

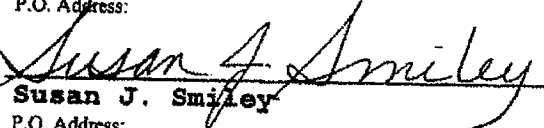
Signed, sealed and delivered in our presence:

Witness

 (Seal)
William W. Smiley

P.O. Address:

Witness

 (Seal)
Susan J. Smiley

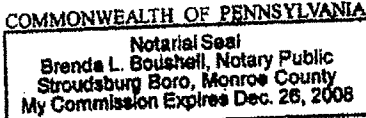
P.O. Address:

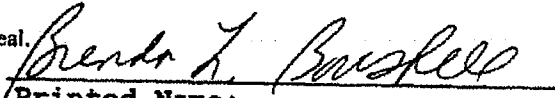
COMMONWEALTH OF Pennsylvania COUNTY OF Monroe

On this, the 9th day of **January**, 2007, before me, a Notary Public, the undersigned officer, personally appeared **William W. Smiley and Susan J. Smiley, his wife**

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.




Printed Name: _____
Notary Public
My Commission Expires: _____

Certificate of Residence

I, hereby certify that the precise residence of the GRANTEE herein is as follows:

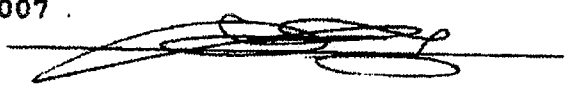
RD #3 Box 42A Kunkletown, PA 18058

Witness my hand this

day of **January**, 2007.

This Document Prepared By:

Louis D. Powlette, Esquire
231 Park Avenue
Stroudsburg, PA 18360





COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200701335
Recorded On 1/10/2007 At 9:49:19 AM

Book - 2293 Starting Page - 2312
* Total Pages - 4

* Instrument Type - DEED
Invoice Number - 463047
* Grantor - SMILEY, WILLIAM W
* Grantee - YAPLE PROPERTIES LLC
User - MMN
* Customer - LOUIS D POWLETTE ESQUIRE

*** FEES**

STATE TRANSFER TAX	\$2,999.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES	\$13.50
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
PLEASANT VALLEY	\$1,499.50
SCHOOL REALTY TAX	
ELDRED TOWNSHIP	\$1,499.50
TOTAL PAID	\$6,040.00

RETURN DOCUMENT TO:
LOUIS D POWLETTE ESQUIRE

TAX ID #
6/6/1/38
Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT

* Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

0197E9



Book: 2293 Page: 2315



61.50
x
14P
8N
#2

MORTGAGE, ASSIGNMENT OF LEASES, AND SECURITY AGREEMENT

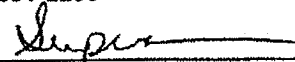
#6/6/1/38

I hereby certify that the address
of the Mortgagee is:

FIRST STAR SAVINGS BANK.
418 West Broad Street
Bethlehem, PA 18018
610-691-2233

Return Recorded Mortgage to:

Louis D. Powlette
231 Park Avenue
Stroudsburg, PA 18360
570-424-8037


On behalf of Mortgagee

OPEN END MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT (the "Mortgage") dated January 9, 2007, from Yapple Properties, LLC, (the "Mortgagor") in favor of FIRST STAR SAVINGS BANK (the "Bank").

A. **Obligations Secured.** This Mortgage is executed, acknowledged and delivered by the Mortgagor to secure and enforce the following obligations and liabilities:

1. **Present and Future Obligations.** ANY AND ALL PRESENT AND FUTURE OBLIGATIONS AND INDEBTEDNESS OF EVERY KIND AND DESCRIPTION OF THE MORTGAGOR TO THE BANK, including, but not limited to, (i) all sums due under the Note, and Loan Documents (as defined below) in connection with financial accommodations in the principal amount of **One Hundred Forty-Nine Thousand Nine Hundred Fifty Dollars (\$149,950.00)**; and (ii) any and all obligations and indebtedness of every kind and description, whether such debts or obligations are primary or secondary, direct or indirect, absolute or contingent, sole, joint or several, secured or unsecured, due or to become due, contractual or tortious, arising by operation of law or otherwise, or now or hereafter existing, including, without limitation, principal, interest, fees, late fees, expenses, attorneys' fees and costs that have been or may hereafter be contracted or incurred (collectively, the "**Obligations**"), including, but not limited to, the Term Loan Promissory Note dated this date from the Mortgagor to the Bank in the original principal amount of **One Hundred Forty-Nine Thousand Nine Hundred Fifty Dollars (\$149,950.00)** (the "Note"); and

2. **Performance; Loan Documents.** The performance of all of the terms, covenants, conditions, agreements, obligations and liabilities of the Mortgagor under this Mortgage, and all credit accommodations, notes, and any other agreements and documents, now or hereafter existing, creating, evidencing, guarantying, securing or relating to any or all of the Obligations, together with all amendments, modifications, renewals or extensions (collectively, the "**Loan Documents**").

The Obligations secured by this Mortgage were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.

B. Grant of Mortgage. To secure the payment and performance of all Obligations, the Mortgagor hereby mortgages, grants, conveys and assigns to the Bank, and grants to the Bank a lien on and a security interest in, all of the land, buildings, improvements, fixtures, equipment, easements, rights, appurtenances, leases, rents, contract rights and all of the following property, whether presently in existence or to come into existence at some future time (collectively, the "**Mortgaged Property**");

1. Real Property.

Street Address: Kunkletown Road

Municipality/County/State: Township of Eldred, County of Monroe, Pennsylvania

Tax Lot and Block (Tax ID #): 06-6235-00-87-1094

As more fully described in the attached Schedule A, together with all buildings, structures and improvements of every kind erected thereon (the "**Real Property**");

2. Fixtures; Leases; Estates, etc. All of Borrower's fixtures, machinery, equipment and other articles of real, personal or mixed property attached to, situate or installed in or upon, or used in the operation or maintenance of, the Real Property or any plant or business situated thereon, whether or not such real, personal or mixed property is or shall be affixed to the Real Property, and all replacements, substitutions, accretions and proceeds of the foregoing (collectively, "**Fixtures**"). All leases, licenses, occupancy agreements or agreements to lease all or any part of the Real Property and all extensions, renewals, amendments, and modifications thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, "**Leases**"); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Property (collectively, the "**Income**"); all contract rights, accounts receivable and general intangibles relating to the Real Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; all insurance policies. All estates, rights, tenements, hereditaments, privileges, easements, and appurtenances of any kind benefiting the Real Property; all means of access to and from the Real Property, whether public or private; all water and mineral rights; all rights of the Mortgagor as grantor, declarant or unit owner under any condominium master deed, declaration or by-laws or in any association applicable to the Real Property; and

3. Pennsylvania Proceeds. All "Proceeds" of any of the above-described property, which term shall have the meaning given to it in the Uniform Commercial Code and shall additionally include whatever is received upon the use, lease, sale, exchange, collection, or other utilization or any disposition of any of the foregoing property, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance

and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

C. Extent and Priority of Lien of Mortgage.

1. Purchase Money Mortgage. If all or any part of the Obligations secured by this Mortgage were used in whole or in part to fund the acquisition of all or any part of the Mortgaged Property, this Mortgage shall constitute a purchase money mortgage and shall be entitled to all benefits as such under applicable laws of the state in which the Mortgaged Property is located.

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate in the Village of Kunkletown, Township of Eldred, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in the public road, thence by land of Andrew Christman, North $79\frac{1}{4}$ degrees East, seven and three-tenths perches to a corner, thence south $7\frac{1}{2}$ degrees East nine and four tenths perches to a corner in another public road; thence along said public road and land of Andrew Christman, South $81\frac{1}{2}$ degrees West, nine and one-half perches to a corner in the aforesaid public road; thence along the same North 6 degrees East; nine and one-half perches to the place of BEGINNING. CONTAINING one half acre and fifteen perches.

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate in the Village of Kunkletown, Township of Eldred, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the public road, thence along same North fourteen degrees (14°) East, thirty (30) feet to an iron stake; thence along land of grantors hereof North eighty-three (83°) degrees East, one hundred eight (108) feet to an iron stake; thence South five and one-half ($5\frac{1}{2}^{\circ}$) degrees East, thirty (30) feet to a corner in land of grantees; Thence along same South eighty-three (83°) degrees West, one hundred eighteen and one-half ($118\frac{1}{2}$) feet to the place of BEGINNING. CONTAINING three thousand three hundred ninety-seven and five tenths square feet 3397.5 sq. ft. strict measure.

BEING THE SAME premises which Allen C. Shoenberger, single and Jennie M. Smith, single, by their Deed dated December 11, 1984 and recorded in the Office for the Recording of Deeds, Monroe County, PA in Deed Book Volume 1427, Page 59, granted and conveyed unto William W. Smiley and Susan J. Smiley, his wife, Grantors hereof in fee.

10. Joint and Several Liability. In the event that the Mortgagor consists of more than one person or entity, the Obligations of each such person or entity shall be joint and several and the word "Mortgagor" means each of them, any of them and/or all of them.

11. Waiver of Jury Trial. THE MORTGAGOR AND THE BANK ACKNOWLEDGE AND AGREE THAT (i) ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY THE BANK OR THE MORTGAGOR OR ANY SUCCESSOR OR ASSIGN OF THE BANK OR THE MORTGAGOR, ON OR WITH RESPECT TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY; (ii) EACH WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; AND (iii) THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS MORTGAGE AND THAT THE BANK WOULD NOT EXTEND CREDIT TO THE MORTGAGOR IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS MORTGAGE.

IN WITNESS WHEREOF, the Mortgagor, intending to be legally bound hereby, has executed and sealed this Mortgage on the day and year first above written.

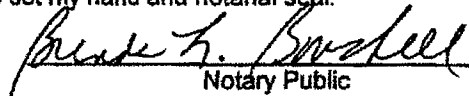
Yaple Properties, LLC

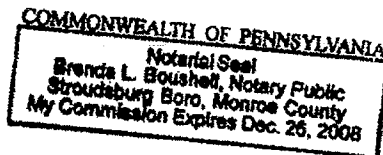

By: Amy C. Yaple, Member

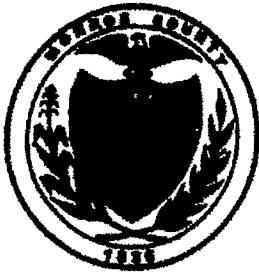
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF MONROE)

On this, the 9th day of January, 2007, before me, a Notary Public, the undersigned officer, personally appeared **Amy C. Yaple, Member of Yaple Properties, LLC**, known to me (or satisfactorily proven) to be the person who signed the foregoing document, and acknowledged that she executed the same for the purposes therein contained, and desire that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.


Notary Public





COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200701336
Recorded On 1/10/2007 At 9:49:20 AM

Book - 2293 Starting Page - 2316
* Total Pages - 15

* Instrument Type - MORTGAGE
Invoice Number - 463047
* Mortgagor - YAPLE PROPERTIES LLC
* Mortgagee - FIRST STAR SAVINGS BANK
User - MMN
* Customer - LOUIS D POWLETTE ESQUIRE

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES	\$33.00
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$61.50

RETURN DOCUMENT TO:
LOUIS D POWLETTE ESQUIRE

TAX ID #
6/6/1/38
Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

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the verification process and may not be reflected on this page.

Book: 2293 Page: 2330



①

CP
+ 32

PREPARED BY: FITZPATRICK LENTZ & BUBBA, P.C.
4001 Schoolhouse Lane
Center Valley, PA 18034
610-797-9000

RETURN TO:

#6/6/1/38

NOTE AND MORTGAGE MODIFICATION

This is a modification to (i) that Note dated January 9, 2007, in the face amount of One Hundred Forty-nine Thousand Nine Hundred Fifty and no/100 (\$149,950.00) Dollars and executed by Yaple Properties, LLC, in favor of First Star Savings Bank (the "Note"); and (ii) that Mortgage dated January 9, 2006, in the face amount of dated January 9, 2007, in the face amount of One Hundred Forty-nine Thousand Nine Hundred Fifty and no/100 (\$149,950.00) Dollars and executed by Yaple Properties, LLC, in favor of First Star Savings Bank (the "Mortgage") and recorded at Monroe County Recorder of Deeds in Record Book 2293, Page 2316 (property description attached as Exhibit A).

The Note and Mortgage shall not be considered open-ended and all advances under the Note and Mortgage have been made. The Mortgage is not cross-collateralized with any other financing now or hereafter provided by Mortgagee.

EXHIBIT A

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate in the Village of Kunkletown, Township of Eldred, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in the public road, thence by land of Andrew Christman, North $79-1/4$ degrees East, seven and three-tenths perches to a corner; thence south $7-1/2$ degrees East nine and four tenths perches to a corner in another public road; thence along said public road and land of Andrew Christman, South $81-1/2$ degrees West, nine and one-half perches to a corner in the aforesaid public road; thence along the same North 6 degrees East; nine and one-half perches to the place of BEGINNING. CONTAINING one half acre and fifteen perches.

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate in the Village of Kunkletown, Township of Eldred, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the public road, thence along same North fourteen degrees (14°) East, thirty (30) feet to an iron stake; thence along land of grantors hereof North eighty-three (83°) degrees East, one hundred eight (108) feet to an iron stake; thence South five and one-half ($5-1/2^{\circ}$) degrees East, thirty (30) feet to a corner in land of grantees; Thence along same South eighty-three (83°) degrees West, one hundred eighteen and one-half ($118-1/2$) feet to the place of BEGINNING. CONTAINING three thousand three hundred ninety-seven and five tenths square feet 3397.5 sq. ft. strict measure.

This Note and Mortgage Modification is dated this 27th day of
June, 2007.

MORTGAGEE: FIRST STAR SAVINGS BANK

BY: Barry L. Reifinger, VP
Barry L. Reifinger, Vice President

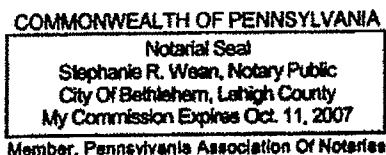
MORTGAGOR: YAPLE PROPERTIES, LLC

BY: Amy Yapple
Amy Yapple, Member

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF *Lehigh*)

On this, the *20th* day of June, 2007, before me, a notary public, the undersigned officer, personally appeared Barry L. Reifinger, who acknowledged himself to be a Vice President of First Star Savings Bank, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.



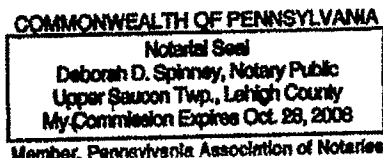
[Signature]

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LEHIGH)

On this, the *27th* day of *June*, 2007, before me, a Notary Public, the undersigned officer, personally appeared Amy Yapple who acknowledged herself to be the member of Yapple Properties, LLC, a Limited Liability Company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself as the member/manager.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.



[Signature]

Notary Public



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200724687

Recorded On 6/27/2007 At 2:12:46 PM

Book - 2309 Starting Page - 2892

* Total Pages - 5

* Instrument Type - MORTGAGE MODIFICATION AGREEMENT

Invoice Number - 481184

* Grantor - YAPLE PROPERTIES LLC

* Grantee - FIRST STAR SAVINGS BANK

User - SMT

* Customer - LOU POWLETTE

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$18.50

RETURN DOCUMENT TO:

LOU POWLETTE

TAX ID #

6/6/1/38

Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

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Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
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* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

01E913



Book: 2309 Page: 2896

Prepared By:
First Star Savings Bank
418 W. Broad Street
Bethlehem, PA 1801
610-691-2233

Return To:
Louis D. Powlette
231 Park Avenue
Stroudsburg, PA 18360
570-424-8037

6/6/1138

#3
28.50
9P
x ON

ASSIGNMENT OF LEASES AND RENTS

This Assignment of Leases and Rents is dated as of the 9th day of January, 2007, from Yaple Properties, LLC, (hereinafter "Owner"), with property located at: Kunkletown Road, Eldred Township, Monroe County, Kunkletown, PA 18058 (Tax ID #06-6235-00-87-1094) to FIRST STAR SAVINGS BANK (hereinafter "Lender"), a Savings Bank organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office located at 418 West Broad Street, Bethlehem, Pa. 18018.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Owner is the owner in fee simple of that certain real property described above (said property together with all rights and appurtenances thereto and all improvements presently located or hereafter constructed thereon being hereinafter collectively called the "Property"); and

WHEREAS, Lender is or is about to become the owner and holder of a first mortgage (hereinafter the "Mortgage") executed by Owner encumbering the Property which Mortgage secures a Note (the terms of which Note and Mortgage are incorporated herein by reference) in the principal sum of ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS being interest at a rate per annum as specified therein (said Note and any all renewals, amendments, modifications, increases and extensions thereof being hereinafter collectively called the "Note"), and

WHEREAS, Lender, as a condition to making the loan evidenced by the aforesaid Note, and as additional security therefore, has required an assignment of present and future rents and leases covering all or any part of the Property. Together with any additions, amendments, or supplements thereto and any extensions, renewals, or modifications thereof, and all guarantees of any tenant's obligations thereunder, hereinafter collectively called the "Leases", along with all rentals and other monies due or to become due to Owner under the Leases.

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate in the Village of Kunkletown, Township of Eldred, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in the public road, thence by land of Andrew Christman, North $79-1/4$ degrees East, seven and three-tenths perches to a corner, thence south $7-1/2$ degrees East nine and four tenths perches to a corner in another public road; thence along said public road and land of Andrew Christman, South $81-1/2$ degrees West, nine and one-half perches to a corner in the aforesaid public road; thence along the same North 6 degrees East; nine and one-half perches to the place of BEGINNING. CONTAINING one half acre and fifteen perches.

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate in the Village of Kunkletown, Township of Eldred, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the public road, thence along same North fourteen degrees (14°) East, thirty (30) feet to an iron stake; thence along land of grantors hereof North eighty-three (83°) degrees East, one hundred eight (108) feet to an iron stake; thence South five and one-half ($5-1/2^{\circ}$) degrees East, thirty (30) feet to a corner in land of grantees; Thence along same South eighty-three (83°) degrees West, one hundred eighteen and one-half ($118-1/2$) feet to the place of BEGINNING. CONTAINING three thousand three hundred ninety-seven and five tenths square feet 3397.5 sq. ft. strict measure.

BEING THE SAME premises which Allen C. Shoenberger, single and Jennie M. Smith, single, by their Deed dated December 11, 1984 and recorded in the Office for the Recording of Deeds, Monroe County, PA in Deed Book Volume 1427, Page 59, granted and conveyed unto William W. Smiley and Susan J. Smiley, his wife, Grantors hereof in fee.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Brenda L. Boushelli, Notary Public
Stroudsburg Boro, Monroe County
My Commission Expires Dec. 26, 2008



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200701337
Recorded On 1/10/2007 At 9:49:21 AM
* Instrument Type - ASSIGNMENT OF LEASE
Invoice Number - 463047
* Grantor - YAPLE PROPERTIES LLC
* Grantee - FIRST STAR SAVINGS BANK
User - MMN
* Customer - LOUIS D POWLETTE ESQUIRE

Book - 2293 Starting Page - 2331
* Total Pages - 10

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$23.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$28.50

RETURN DOCUMENT TO:
LOUIS D POWLETTE ESQUIRE

TAX ID #
6/6/1/38
Total Tax IDs: 1



I Heroby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

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* Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 2293 Page: 2340



JP
Y-2N

PREPARED BY: FITZPATRICK LENTZ & BUBBA, P.C.
4001 Schoolhouse Lane
Center Valley, PA 18034
610-797-9000

RETURN TO:

**MORTGAGE
(Participation)**

Parcel ID Number: 6/6/1/38

This mortgage made and entered into the 27th day of June, 2007, by and between YAPLE PROPERTIES, LLC (hereinafter referred to as mortgagor) and LEHIGH VALLEY ECONOMIC DEVELOPMENT CORPORATION, (hereinafter referred to as mortgagee), who maintains an office and place of business at 2158 Avenue C, Suite 200, Bethlehem, PA 18017.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Northampton, Commonwealth of Pennsylvania:

Kunkletown & Fiddletown Rds.
Kunkletown, Monroe County
Pennsylvania

See description on attached Exhibit "A"

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto

EXHIBIT A

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate in the Village of Kunkletown, Township of Eldred, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in the public road, thence by land of Andrew Christman, North $79\frac{1}{4}$ degrees East, seven and three-tenths perches to a corner, thence south $7\frac{1}{2}$ degrees East nine and four tenths perches to a corner in another public road; thence along said public road and land of Andrew Christman, South $81\frac{1}{2}$ degrees West, nine and one-half perches to a corner in the aforesaid public road; thence along the same North 6 degrees East; nine and one-half perches to the place of BEGINNING. CONTAINING one half acre and fifteen perches.

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate in the Village of Kunkletown, Township of Eldred, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the public road, thence along same North fourteen degrees (14°) East, thirty (30) feet to an iron stake; thence along land of grantors hereof North eighty-three (83°) degrees East, one hundred eight (108) feet to an iron stake; thence South five and one-half ($5\frac{1}{2}^{\circ}$) degrees East, thirty (30) feet to a corner in land of grantees; Thence along same South eighty-three (83°) degrees West, one hundred eighteen and one-half ($118\frac{1}{2}$) feet to the place of BEGINNING. CONTAINING three thousand three hundred ninety-seven and five tenths square feet 3397.5 sq. ft. strict measure.

belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

Under and subject to that certain prior mortgage in the principal sum of \$149,950.00 from mortgagor to First Star Savings Bank dated January 9, 2007 and recorded in Monroe County Record Book 2293, Page 2316 (the "Prior Mortgage"), the mortgagor covenants that it is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that it hereby binds itself and its successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated June 27, 2007 in the principal sum of \$95,000.00 signed by Amy Yaple on behalf of Yaple Properties, LLC.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. It will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. It will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. It will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, in court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, mortgagor shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any provision in this mortgage which might be interpreted as requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

WITNESS/ATTEST:

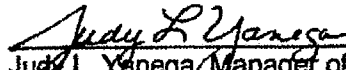


Yaple Properties, LLC


Amy Yaple, Member

I hereby certify that the precise address of the within named Mortgagee is:

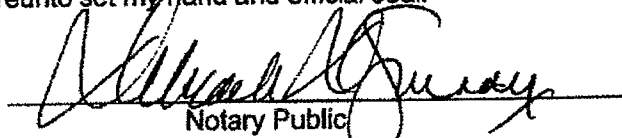
2158 Avenue C, Suite 200
Bethlehem, PA 18017

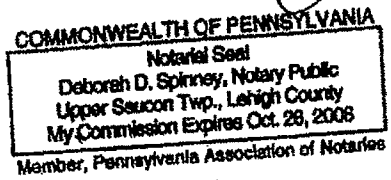

Judy L. Yanega, Manager of Finance

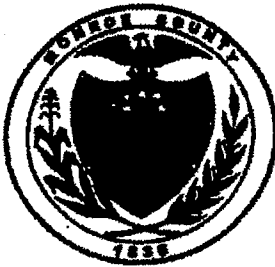
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LEHIGH)

On this, the 21st day of June, 2007 before me, a Notary Public, the undersigned officer, personally appeared Amy Yaple, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public





COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200724688
Recorded On 6/27/2007 At 2:12:47 PM

Book - 2309 Starting Page - 2897
* Total Pages - 9

* Instrument Type - MORTGAGE

Invoice Number - 481184

* Mortgagor - YAPLE PROPERTIES LLC

* Mortgagee - LEHIGH VALLEY ECONOMIC DEVELOPMENT CORPORATION

User - SMT

* Customer - LOU POWLETTE

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES	\$21.00
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$49.50

RETURN DOCUMENT TO:
LOU POWLETTE

TAX ID #

6/6/1/38

Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

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01E914



Book: 2309 Page: 2905

PREPARED BY: FITZPATRICK LENTZ & BUBBA, P.C.
4001 Schoolhouse Lane
Center Valley, PA 18034
610-797-9000

RETURN TO:

ASSIGNMENT OF MORTGAGE

Know all Men by these Presents

That Lehigh Valley Economic Development Corporation, the Mortgagee named in the Indenture of Mortgage hereinafter mentioned, for and in consideration of the sum of One and 00/100 (\$1.00) DOLLAR, lawful money of the United States of America, unto it in hand paid by United States Small Business Administration at the time of the execution hereof, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said United States Small Business Administration, its administrators and assigns, the said Indenture of Mortgage given and executed February 1, 2007, upon said premises known as Kunkletown & Fiddletown Roads, Kunkletown, Monroe County, Pennsylvania 18058, to secure a Note in the amount of Ninety-five thousand and no/100 (\$95,000.00) Dollars and recorded in the Monroe County Recorder of Deeds Office on June 27, 2007 in Record Book Volume 2309 Page 2897.

Monroe County Parcel ID Number: 6/6/1/38

Also the Obligation in the said INDENTURE OF MORTGAGE recited, and all moneys, principal and interest due and to become due thereon, with the Warrant of Attorney, to the said Obligation annexed. Together with all Rights, Remedies and Incidents thereunto belonging. And all its Right, Title, Interest, Property, Claim and Demand in and to the same:

To have, hold, receive and take all and singular the hereditaments and premises hereby granted and assigned, or mentioned and intended so to be, with the appurtenances, unto United States Small Business Administration, its administrators and assigns, to and for its only proper use, benefit and behoof forever; subject, nevertheless, to the equity of redemption of said Yapple Properties, LLC, Mortgagor in the said Indenture of Mortgage named, and its successors and assigns therein.

Lehigh Valley Economic Development Corporation does hereby constitute and appoint Judy L. Yanega, Manager of Finance, to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Assignment of Mortgage before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

In Witness Whereof, Lehigh Valley Economic Development Corporation has caused this Assignment of Mortgage to be signed by its Manager of Finance this 27th day of June, in the year of our Lord two thousand and seven.

WITNESS:

LEHIGH VALLEY ECONOMIC DEVELOPMENT
CORPORATION



By:



Judy L. Yanega,
Manager of Finance

1

)

;

1

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deborah D. Spinney, Notary Public
Upper Saucon Twp., Lehigh County
My Commission Expires Oct. 28, 2008
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

Deborah D. Sprinney, Notary Public

Upper Saucon Twp., Lehigh County

My Commission Expires Oct. 28, 2008

Member, Pennsylvania Association of Notaries



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200724689
Recorded On 6/27/2007 At 2:12:48 PM
* Instrument Type - ASSIGNMENT OF MORTGAGE
Invoice Number - 481184
* Grantor - YAPLE PROPERTIES LLC
* Grantee - UNITED STATES SMALL BUSINESS ADMINISTRATION
User - SMT
* Customer - LOU POWLETTE

Book - 2309 Starting Page - 2906
* Total Pages - 4

* FEES
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEES \$13.00
COUNTY ARCHIVES FEE \$2.00
ROD ARCHIVES FEE \$3.00
TOTAL PAID \$28.50

RETURN DOCUMENT TO:
LOU POWLETTE

TAX ID #
6/6/1/38
Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

01E915



Book: 2309 Page: 2909

78
+ 813

PREPARED BY: FITZPATRICK LENTZ & BUBBA, P.C.
4001 Schoolhouse Lane
Center Valley, PA 18034
610-797-9000

RETURN TO:

6/6/1/38

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT IS MADE THIS ^{2nd} day of June, 2007
between YAPLE PROPERTIES, LLC ("Assignor") and LEHIGH VALLEY
ECONOMIC DEVELOPMENT CORPORATION ("Assignee").

WHEREAS, Assignor has entered into a Note with Assignee
in the principal amount of Ninety-five Thousand and no/100
(\$95,000.00) Dollars (the "Note") which evidences a loan from
Assignee to Assignor in the principal amount of Ninety-five
Thousand and no/100 (\$95,000.00) Dollars.

THEREFORE, FOR VALUE RECEIVED, and intending to be
legally bound, Assignor hereby grants, transfers and assigns
unconditionally and absolutely to Assignee, its successors and
assigns, all right, title and interest of Assignor in and to a
certain Lease dated the 2nd day of November, 2006, ("Lease"),
wherein Assignor is Lessor and AMY'S COUNTRY STORE, LLC is the
Lessee, such Lease covering portions of that certain premises and
the improvements thereon generally known as Kunkletown &
Fiddletown Roads, Kunkletown, Monroe County, Pennsylvania 18058
(the "Premises") together with any extensions or renewals
thereof, and any guarantees thereof, and together with all
rentals and other monies due and to become due to Assignor under
the Assignment of said Leases (which rents and other monies

are hereinafter referred to as the "Rents"), TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns.

ASSIGNEE agrees that:

1. Prior to the giving of the notice referred to in the following sentence, Assignor may collect the Rents as a trust for Assignee. Assignee may, at any time prior to payment in full of the Note, require that all Rents assigned hereunder be paid directly to Assignee, and Assignee may notify the tenants or any other party or parties in possession of the Premises to pay all of the Rents directly to Assignee, for which this Assignment (or a copy hereof) shall be sufficient warrant.

2. Upon the payment in full of the Note, this Assignment shall become void.

ASSIGNOR, in consideration of the Premises and intending to be legally bound, promises, covenants and agrees as follows:

1. Assignor represents, warrants and agrees that:
a. The Lease is in full force and effect and there is no default existing under the Lease.
b. Assignor has not executed any prior assignment of the Rents or of any of its rights under the Lease; and
c. Assignor has not done any act or thing which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof.

2. This Assignment is collateral for and is given to secure payment of the Note.

3. Until payment in full of the Note, Assignor will:
a. Fulfill or perform each and every condition and covenant of the Lease by Assignor to be fulfilled or performed;

b. Give prompt notice to Assignee of any notice of default given by or to Assignor under the Lease together with a complete copy of any such notice;

c. At the sole cost and expense of Assignor, enforce, short of termination of the Lease, the performance or observance of each and every covenant and condition of the Lease by the tenant therein to be performed or observed;

d. At the sole cost and expense of Assignor, appear in and defend any action growing out of or in any manner connected with the Lease or the obligations or liabilities of Assignor or the tenant thereunder; and

e. From time to time execute and deliver unto Assignee upon demand any and all writings that Assignee may deem necessary or desirable to carry out the purpose and intent hereof, or to enable Assignee to enforce any right or rights hereunder.

4. Until payment in full of the Note, Assignor will not, without the prior written consent of Assignee:

a. Modify or in any way alter the terms of any of the Lease;

b. Terminate the Lease or accept a surrender thereof;

c. Anticipate Rents for more than thirty (30) days prior to accrual; or

d. Waive or release any tenant under the Lease from any obligations or conditions to be performed by such tenant.

5. Should Assignor fail to make any payment or to do any act as herein provided, then Assignee, but without obligation so to do and without notice to or demand on the Assignor and without releasing the Assignor from any obligation herein, may make or do the same, including specifically, without limiting Assignee's general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Assignee and performing any obligation of Assignor in the Lease contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and Assignor will pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the rate established after the date of this instrument and inserted in the Note, and the same shall be added to the indebtedness as evidenced by the Note.

6. Any default hereunder shall constitute a default under the Note and under any and all other instruments evidencing or securing the indebtedness evidenced by the Note.

7. After any default by Assignor in the payment of said indebtedness or in the performance of any obligation of Assignor herein or in any other instrument securing said indebtedness, Assignee, at its option, without notice, may enter upon, take possession of, and operate the Premises; make, enforce, modify or accept a surrender of the Lease; obtain and evict tenants; fix or modify rents; and do any acts which Assignee deems proper to protect the security hereof until all indebtedness of Assignor to Assignee is paid in full, and either with or without taking possession of the Premises, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to the indebtedness of Assignor to Assignee in such order as the Assignee may determine. The entering upon and taking possession of the Premises, the collection of the Rents, and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect any notice of default hereunder.

8. Assignee shall not be obligated to perform or discharge any obligation of Assignor under the Lease, or under or by reason of this Assignment, and Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liability, loss or damage which Assignee may or might incur under the Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms of the Lease; should Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon, shall be added to the Note and indebtedness of Assignor to Assignee and Assignor shall reimburse Assignee therefor immediately upon demand.

9. This Assignment shall inure to the benefit of Assignee and its successors and assigns shall bind Assignor and its successors and assigns.

10. If this Assignment is executed by more than one person or entity as Assignor, the obligation, responsibility and liability of each shall be joint and several. Whenever used, the singular number shall include the plural, and the plural, the singular; the use of any gender shall include all genders.

11. The Loan secured by this lien was made under an 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 regulations:

a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b. Lehigh Valley Economic Development Corporation or SBA may use local or state procedures for purposes such as filing papers, 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. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

12. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, and intending to be legally bound

hereby, the undersigned have executed this Assignment the day and year first above written.

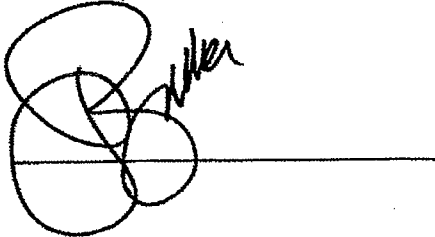
ATTEST/WITNESS:




ASSIGNOR: YAPLE PROPERTIES,
LLC

BY: 
Amy Yapple, Member

ATTEST/WITNESS




ASSIGNEE: LEHIGH VALLEY
ECONOMIC DEVELOPMENT
CORPORATION

BY: 
JUDY L. YANEGA,
Manager of Finance

ASSIGNMENT

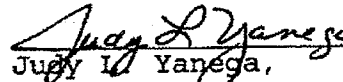
In consideration of the guarantee by the United States Small Business Administration of a debenture in the amount of Ninety-five Thousand and no/100 Dollars, issued by Lehigh Valley Economic Development Corporation (which debenture is identified as "Project") to Yaple Properties, LLC, said Lehigh Valley Economic Development Corporation hereby assigns and transfers all interest in this Assignment of Leases and Rents to United States Small Business Administration.

ATTEST/WITNESS



LEHIGH VALLEY ECONOMIC
DEVELOPMENT CORPORATION

BY:

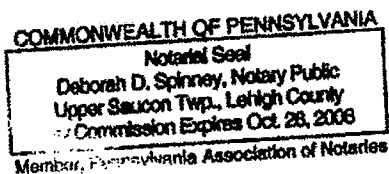


Judy L. Yanega,
Manager of Finance

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF LEHIGH :

I hereby certify that on this 27th day of June, 2007, before me, the subscriber, DEBORAH D. SPINNEY, personally appeared JUDY L. YANEGA, the authorized officer named in the foregoing Assignment, and by virtue and in pursuance of the authority therein conferred upon her, acknowledged the said Assignment, to be the act of the said JUDY L. YANEGA, Manager of Finance for LEHIGH VALLEY ECONOMIC DEVELOPMENT CORPORATION.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

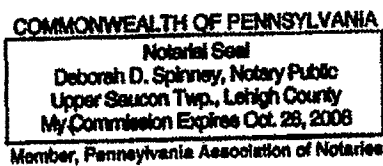


Deborah D. Spinney
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LEHIGH)

On this, the 27th day of June, 2007, before me, a notary public, the undersigned officer, personally appeared Amy Yaple who acknowledged herself to be the member of Yaple Properties, LLC, a Limited Liability Company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself as the member.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.



Deborah D. Spinney
Notary Public



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200724690
Recorded On 6/27/2007 At 2:12:49 PM
* Instrument Type - ASSIGNMENT OF LEASE
Invoice Number - 481184
* Grantor - YAPLE PROPERTIES LLC
* Grantee - LEHIGH VALLEY ECONOMIC DEVELOPMENT CORPORATION
User - SMT
* Customer - LOU POWLETTE

Book - 2309 Starting Page - 2910
* Total Pages - 8

* FEES
STATE WRIT TAX \$0.50
RECORDING FEES \$19.00
COUNTY ARCHIVES FEE \$2.00
ROD ARCHIVES FEE \$3.00
TOTAL PAID \$24.50

RETURN DOCUMENT TO:
LOU POWLETTE

TAX ID #
6/6/1/38
Total Tax IDs: 1



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Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

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OF THIS LEGAL DOCUMENT

- Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

01E916



Book: 2309 Page: 2917

INTEROFFICE MEMORANDUM

TO: ELDRED TOWNSHIP BOARD OF SUPERVISORS

FROM: SHAWN MCGLYNN, ZONING AND CODE ENFORCEMENT OFFICER

SUBJECT: DANGEROUS STRUCTURE REPORT, 104 FIDDLETOWN ROAD,
PIN#06623500871094

DATE: OCTOBER 28, 2020

CC: ANN VELOPOLCEK, TOWNSHIP SECRETARY, MIKE GAUL TOWNSHIP
SOLICITOR

Board of Supervisors:

Pursuant to §3 of Eldred Township Ordinance No. 99-2, *Eldred Township Dangerous Buildings Ordinance*, this document shall serve as the investigation report for the dangerous and unsafe structure situated at 104 Fiddletown Road, Eldred Township, Monroe County PIN# 06623500871094 (the Property). The zoning office inspected the Property on September 24, 2020 and made the following observations:

1. The primary structure on the Property, the subject building (the Building) was severely damaged by fire in February of 2019.
2. The Building is constructed of stone and mortar walls with a stucco exterior. Roof and floor systems are wood frame.
3. The roof system and second floor were completely destroyed by the fire and are not salvageable.
4. The interior of the building has been left exposed to the elements since the fire.
5. The Building is not secure from entry. I was able to enter the structure on two (2) levels.
6. The interior of the building has extensive damage due to the fire and subsequent water infiltration.
7. I was unable to survey the entire Building due to limited access and unsafe conditions.
8. The Building has no functioning electrical service, running water, or heating system.
9. The Building cannot be occupied or inhabited.

ZONING OFFICE RECOMMENDATION

The Building is dilapidated, decayed, unsafe and dangerous to the health, morals and general welfare of the people of Eldred Township. The Building serves as an attractive nuisance and cannot be reasonably repaired or restored. The Code Enforcement Office requests that the Board of Supervisors recognize the Building as a "dangerous building" and order it demolished and the property restored.

**ELDRED TWP
EXHIBIT "T-3"
HEARING DATE: 02/17/21**



KINGSPRY

November 20, 2020

JEROME B. FRANK
DONALD F. SPRY II
KIRBY G. UPRIGHT, LLM, CPA
KENT H. HERMAN
JOHN E. FREUND, III
NICHOLAS NOEL, III
GLENN M. HAZELTINE*
ALAN S. BATTISTI
KEVIN C. REID*
PAUL S. FRANK
BRIAN J. TAYLOR**
MICHAEL A. GAUL
ELLEN C. SCHURDAK
KRISTINE RODDICK
REBECCA A. YOUNG
DOROTA GASINICA-KOZAK
JODY A. MOONEY
JESSICA F. MOYER
SCOTT J. GAUGLER
MATTHEW T. TRANTER*
AVERY E. SMITH*
KARLEY BIGGS SEBIA*
JONATHAN M. HUERTA
TAISHA K. TOLLIVER-DURAN*
RYAN K. FIELDS*

VIA FIRST CLASS MAIL
and **CERTIFIED MAIL,**
RETURN RECEIPT REQUESTED
YAPLE PROPERTIES, LLC
175 AFD Lane
Kunkletown, PA 18058

VIA FIRST CLASS MAIL
and **CERTIFIED MAIL,**
RETURN RECEIPT REQUESTED
ESSA Bank & Trust
Successor In Interest to
FIRST STAR SAVINGS BANK
200 Palmer Street
P.O. Box L
Stroudsburg, PA 18360-0160

VIA FIRST CLASS MAIL
and **CERTIFIED MAIL,**
RETURN RECEIPT REQUESTED
UNITED STATES SMALL BUSINESS
ADMINISTRATION
900 Market Street
5th Floor
Philadelphia, PA 19107

VIA FIRST CLASS MAIL
and **CERTIFIED MAIL,**
RETURN RECEIPT REQUESTED
AMY'S COUNTRY STORE, LLC
175 AFD Lane
Kunkletown, PA 18058

VIA FIRST CLASS MAIL
and **CERTIFIED MAIL,**
RETURN RECEIPT REQUESTED
LEHIGH VALLEY ECONOMIC
DEVELOPMENT CORPORATION
2158 Avenue C, Suite 200
Bethlehem, PA 18017

OF COUNSEL:
E. DRUMMOND KING
DOMENIC P. SBROCCHI
TERENCE L. FAUL
JAMES J. RAVELLE, Ph.D., JD.
KATHLEEN CONN, Ph.D., JD., LLM
RICHARD J. SHIROFF

AFFILIATED WITH:
WEISS BURKARDT KRAMER, LLC
PITTSBURGH, PA 15219

*LICENSED IN PA AND NJ
**LICENSED IN PA AND NY

Re: Notice to Show Cause Why Building or Structure
Should Not Be Repaired, Vacated or Demolished / 104
Fiddletown Road, Eldred Township, Monroe County,
Pennsylvania, PIN #06623500871094, Tax Parcel ID
#6/6/1/38 / Eldred Township

Dear Sir/Madame:

As the owner, occupant, mortgagee, lessee, agent, and/or
other person having interest in the property commonly known as
104 Fiddletown Road, PIN #06623500871094, Tax Parcel ID
#6/6/1/38 (the "Property"), the Township of Eldred (the

KING, SPRY, HERMAN, FREUND & FAUL, LLC • ATTORNEYS & COUNSELORS AT LAW
ONE WEST BROAD STREET • SUITE 700 • BETHLEHEM, PA 18018 • TEL: 610-332-0390 • FAX: 610-332-0314

ALLENTOWN ❖ BETHLEHEM ❖ STROUDSB

{00815926}

www.kingspry.com

ELDRED TWP
EXHIBIT "T-4"
HEARING DATE: 02/17/21

KING, SPRY, HERMAN, FREUND & FAUL LLC

November 20, 2020

Page 2 of 3

"Township") hereby gives written notice to you to appear before the Township Board of Supervisors at its regular meeting scheduled for **December 16, 2020, at 7:00 p.m., at the Township Municipal Building, located at 490 Kunkletown Road, Kunkletown, Pennsylvania 18058**, to show cause why the building or structure on the Property, reported to be a "dangerous building", should not be repaired, vacated, or demolished in accordance with the October 28, 2020 report of the Eldred Township Zoning and Code Enforcement Officer. A copy of said report is enclosed.

According to the records of the Monroe County Courthouse, the current owner of the property is Yaple Properties, LLC, by virtue of a deed dated January 9, 2007, and recorded January 10, 2007, between William Smiley, et al., Grantor, and Yaple Properties, LLC, Grantee. A copy of the deed is enclosed for convenience of reference.

A copy of Eldred Township Ordinance #99-2, *Eldred Township Dangerous Buildings Ordinance*, is also enclosed for convenience of reference.

A court reporter will be present for the show cause hearing, and you will have an opportunity to participate in the matter, and contest the report of the Zoning and Code Enforcement Officer. At the conclusion of the hearing, the Township Board of Supervisors will consider what action, if any, should be taken in response to the Zoning Officer's report, including such remedies that are available under the Township Dangerous Buildings Ordinance.

YOU ARE WARNED THAT IF YOU FAIL TO APPEAR AND ANSWER THE SHOW CAUSE ORDER, THE MATTER MAY PROCEED WITHOUT YOU, AND THE TOWNSHIP BOARD OF SUPERVISORS MAY TAKE ACTION WHICH MAY CAUSE YOU TO LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. This Office can provide you with information about hiring a lawyer.

KING, SPRY, HERMAN, FREUND & FAUL LLC

November 20, 2020

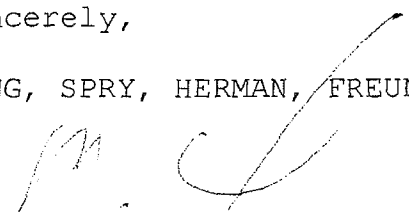
Page 3 of 3

IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

MONROE COUNTY BAR ASSOCIATION
FIND A LAWYER PROGRAM
913 MAIN STREET
STROUDSBURG, PA 18360
PHONE: (570) 424-7288
FAX: (570) 424-8234.

Sincerely,

KING, SPRY, HERMAN, FREUND & FAUL, LLC



Michael A. Gaul, Esquire
mag@kingspry.com

MAG/rlh

Encl.

cc: E. Ann Velopolcek, Township Secretary (for distribution to BOS)
(via e-mail: a.velopolcek@eldredtwp.org)
Shawn McGlynn, Zoning and Code Enforcement Officer
(via e-mail: smcglynn@sfmconsultingllc.org)
Donna G. Kenderdine, Court Reporter (via e-mail)

INTEROFFICE MEMORANDUM

TO: ELDRED TOWNSHIP BOARD OF SUPERVISORS

FROM: SHAWN MCGLYNN, ZONING AND CODE ENFORCEMENT OFFICER

SUBJECT: DANGEROUS STRUCTURE REPORT, 104 FIDDLETOWN ROAD,
PIN#06623500871094

DATE: OCTOBER 28, 2020

CC: ANN VELOPOLCEK, TOWNSHIP SECRETARY, MIKE GAUL TOWNSHIP
SOLICITOR

Board of Supervisors:

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This Document Prepared By:
Louis D. Powlette, Esquire
231 Park Avenue
Stroudsburg, PA 18360

6

42.00 (#1)
3A
+ 3N
1 extra
Parcel

Parcel ID Number: 6/6/1/38

Special Warranty Deed

This Indenture, Made this 9/14 day of January, 2007 A.D., Between
William W. Smiley and Susan J. Smiley, his wife

of the County of Monroe, State of PA, grantors, and
Yaple Properties, LLC, a Pennsylvania limited liability company

whose address is: R.D.#3, Box 42A, Kunkletown, PA 18058

of the County of Monroe, Commonwealth of Pennsylvania, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of
TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED DOLLARS AND - - - DOLLARS,
- - - - -NO/100 (\$299,900.00)

and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Monroe, Commonwealth of Pennsylvania to wit:

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate
in the Village of Kunkletown, Township of Eldred, County of Monroe
and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in the public road, thence by land of Andrew
Christman, North 79-1/4 degrees East, seven and three-tenths perches
to a corner, thence south 7-1/2 degrees East nine and four tenths
perches to a corner in another public road; thence along said public
road and land of Andrew Christman, South 81-1/2 degrees West, nine
and one-half perches to a corner in the aforesaid public road; thence
along the same North 6 degrees East; nine and one-half perches to the
place of BEGINNING. CONTAINING one half acre and fifteen perches.

ALL THAT CERTAIN messuage, tenement, tract or piece of land situate
in the Village of Kunkletown, Township of Eldred, County of Monroe
and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the public road, thence along same North
fourteen degrees (14°) East, thirty (30) feet to an iron stake;
thence along land of grantors hereof North eighty-three (83°) degrees
East, one hundred eight (108) feet to an iron stake; thence South
five and one-half (5-1/2°) degrees East, thirty (30) feet to a corner
in land of grantees; Thence along same South eighty-three (83°)

(Continued on Attached)

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

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

And the grantors hereby covenant with said grantee that grantors are lawfully seized of said land in fee simple; that grantors have
good right and lawful authority to sell and convey said land; that grantors hereby warrant the title to said land and will
defend the same against the lawful claims of all persons claiming by, through or under grantors.

Special Warranty Deed - Page 3

Parcel ID Number: 6/6/1/38

degrees West, one hundred eighteen and one-half (118-1/2) feet to the place of BEGINNING. CONTAINING three thousand three hundred ninety-seven and five tenths square feet 3397.5 sq. ft. strict measure.

BEING THE SAME premises which Allen C. Shoenberger, single and Jennie M. Smith, single, by their Deed dated December 11, 1984 and recorded in the Office for the Recording of Deeds, Monroe County, PA in Deed Book Volume 1427, Page 59, granted and conveyed unto William W. Smiley and Susan J. Smiley, his wife, Grantors hereof in fee.

Special Warranty Deed - Page 2

Parcel ID Number: 6/6/1/38

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Witness

William W. Smiley (Seal)
William W. Smiley

P.O. Address:

Witness

Susan J. Smiley (Seal)
Susan J. Smiley

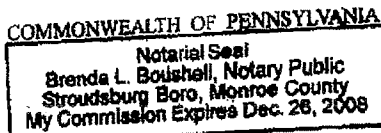
P.O. Address:

COMMONWEALTH OF Pennsylvania COUNTY OF Monroe

On this, the 9th day of **January**, 2007, before me, a Notary Public, the undersigned officer, personally appeared **William W. Smiley and Susan J. Smiley, his wife**

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.



Brenda L. Boushell
Printed Name:
Notary Public
My Commission Expires:

Certificate of Residence

I, hereby certify that the precise residence of the GRANTEE herein is as follows:

RD #3 Box 42A Kunkletown, PA 18058

Witness my hand this day of **January**, 2007 .

This Document Prepared By:
Louis D. Powlette, Esquire
231 Park Avenue
Stroudsburg, PA 18360



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200701335
Recorded On 1/10/2007 At 9:49:19 AM

Book - 2293 Starting Page - 2312
* Total Pages - 4

* Instrument Type - DEED
Invoice Number - 463047
* Grantor - SMILEY, WILLIAM W
* Grantee - YAPLE PROPERTIES LLC
User - MMN
* Customer - LOUIS D POWLETTE ESQUIRE

*** FEES**

STATE TRANSFER TAX	\$2,999.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES	\$13.50
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
PLEASANT VALLEY	\$1,499.50
SCHOOL REALTY TAX	
ELDRED TOWNSHIP	\$1,499.50
TOTAL PAID	\$6,040.00

RETURN DOCUMENT TO:
LOUIS D POWLETTE ESQUIRE

TAX ID #
6/6/1/38
Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

0197E9



Book: 2293 Page: 2315

ELDRED TOWNSHIP
MONROE COUNTY, PA

ORDINANCE NO. 99-2

AN ORDINANCE PROVIDING FOR THE REMOVAL, REPAIR, OR DEMOLITION OF ANY STRUCTURES DANGEROUS TO THE HEALTH, MORALS, SAFETY OR GENERAL WELFARE OF THE PEOPLE OF THE TOWNSHIP OF ELDRED; FOR THE ASSESSMENT OF THE COST OF REMOVAL, REPAIR, OR DEMOLITION THEREOF AS A MUNICIPAL LIEN OR ASSESSMENT AGAINST SUCH PREMISES; PROVIDING FOR THE RECOVERY OF SUCH COSTS IN AN ACTION AT LAW; AND PRESCRIBING PENALTIES FOR THE VIOLATION THEREOF.

BE IT ENACTED AND ORDAINED BY THE BOARD OF SUPERVISORS OF ELDRED TOWNSHIP, Monroe County, Pennsylvania, and it is hereby enacted and ordained by authority of the same, as follows:

WHEREAS, in the Township of Eldred there are and may be in the future, buildings or structures which are dilapidated, unsafe, dangerous, unsanitary, and a menace to the health, morals, safety, and general welfare of the people of the Township of Eldred, and which might tend to constitute a fire menace, and which are a public nuisance;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Eldred Township, Monroe County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same as follows:

SECTION 1. **DANGEROUS OR DILAPIDATED BUILDINGS DEFINED**

All buildings or structures which have any or all of the following defects shall be deemed "dangerous buildings":

(a) Those which have been damaged by fire, wind, or other causes so as to have become dangerous to the life, safety, morals, or the general health and welfare of the occupants or the people of the Township of Eldred.

(b) Those which have become or are so dilapidated, decayed, unsafe, unsanitary, or which so utterly fail to provide amenities essential to decent living that they are unfit for human habitation, or are likely to cause accidents, sickness, or disease, so as to work injury to the health, morals, safety, or general welfare of those living therein as well as other citizens of the Township.

(c) Those which have parts thereof which are so attached that they might fall and injure members of the public or adjoining property.

SECTION 2. DANGEROUS BUILDINGS AS NUISANCES

All "dangerous buildings" within the terms of Section 1 of this Ordinance are hereby declared to be public nuisances and shall be repaired, vacated, or demolished as hereinafter provided.

SECTION 3. INVESTIGATION PROCEDURES

Whenever it shall be reported or come to the attention of any Township official that any building or structure, completed or in the process of construction, or any portion thereof, is in a dangerous condition, such person having knowledge thereof shall report same to the Board of Supervisors, and the Board shall immediately cause an investigation and examination to be made of such building or structure. If such investigation or examination

indicates such building or structure to be dangerous in accordance with the standards of Section 1 of this Ordinance, a written report of such investigation shall be submitted to the Board of Supervisors, specifying the exact condition of such building or structure, and setting forth whether the structure is capable of being properly repaired, or whether it shall be removed as a dangerous structure.

SECTION 4. HEARING PROCEDURES

The Board of Supervisors shall:

(a) Upon receipt of a report in accordance with Section 3 of this Ordinance, give written notice to the owner, occupant, mortgagee, lessee, agent, and all other persons having an interest in said building, as shown by land records of the Recorder of Deeds of Monroe County, and/or the Tax Assessor of Monroe County, to appear before the Board on the date specified in the notice to show cause why the building or structure reported to be a "dangerous building" should not be repaired, vacated, or demolished in accordance with the statement of particulars set forth in the report provided for herein in Section 3.

(b) Hold a hearing and hear such testimony as the owner, occupancy, mortgagee, lessee, or any other person having an interest in said building, shall offer relative to the "dangerous building."

(c) Make written findings of fact from the testimony offered pursuant to Subsection (b) as to whether or not the building in question is a "dangerous building" within the terms of Section 1 hereof.

(d) Issue an order based upon findings of fact made pursuant to Sub-section (c) of this Section demanding the owner, occupancy, mortgagee, lessee, or any other person having an interest in said building, to repair, vacate, or demolish any building found to be a "dangerous building" within the terms of this Ordinance.

SECTION 5. STANDARDS FOR REPAIR, REMOVAL, OR DEMOLITION

The following standards shall be followed in substance by the Board of Supervisors in ordering repair, removal, or demolition:

(a) If the dangerous or dilapidated building can be repaired as determined by a ^{*Mr. O*} ~~Committee~~ ^{*or Township Engineer*} composed of the Zoning Officer and at least two (2) members of the Board of ^{*S-B.*} ~~Supervisors~~ ^{*Re R*}, so that it will no longer exist in violation of the Terms of this Ordinance, it shall be ordered repaired.

(b) If the dangerous or dilapidated building or structure is in such condition as to make it dangerous to the health, morals, safety, or general welfare of its occupants, it shall be ordered to be vacated.

(c) In any case where a dangerous or dilapidated building or structure cannot be reasonably repaired as determined by a Committee as provided in Sub-section (a) of this Section, it shall be demolished. In cases where a dangerous or dilapidated building or structure is a fire hazard existing or erected in violation of the terms of this Ordinance or any Statute of the Commonwealth of Pennsylvania, it shall be demolished.

SECTION 6.

ENFORCEMENT PROCEDURES

(a) If any structure is deemed to be a "dangerous building" within the standards set forth in Section 1 of this Ordinance, the Board of Supervisors shall forthwith cause written notice to be served upon the owner, occupant, lessee, mortgagee, agent, and all other persons having an interest in said building, as shown by the deed of registration of any such dangerous building.

(b) The notice required by this Section shall be served personally upon the owner of a dangerous building if the owner resides in the Township, or personally upon his agent, if such agent resides within the Township. If personal service as required herein cannot be obtained, or if the owner resides outside of the Township, such notice shall be sent to the owner of a dangerous building by certified mail at the last known address thereof.

(c) The notice shall identify the building or structure deemed dangerous and contain a statement of the particulars which made this building or structure a dangerous building, and an order requiring the same to be put in such condition as to comply with the terms of the order of this Ordinance, provided in any case where the notice prescribed the repair of any structure, the owner thereof shall have the option to remove such structure in lieu of making the repairs thereon within the time limits herein provided.

(d) Such notice shall require any person notified to repair, vacate, or demolish any building to commence the work or act required by the notice within ten (10) days of receipt of such notice and to complete such repair removal within sixty (60) days thereof.

(e) The Board of Supervisors shall cause to be placed on all dangerous buildings a notice reading substantially as follows:

"This building has been found to be a dangerous building the Board of Supervisors of the Township of Eldred. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which as been given to the owner, occupant, lessee, mortgagee, or agent of this building. It is unlawful to remove this notice until compliance is made under the terms contained and the notice given to the above named party."

SECTION 7. PENALTIES

(a) The owner, occupant, mortgagee, lessee, or any other person who shall fail to comply with any Notice or order to repair, vacate, or demolish any such dangerous building given by any person authorized by the Ordinance, or any regulation or order issued thereunder, shall upon conviction before a District Justice, be subject to a fine not exceeding Three Hundred (\$300.00) Dollars and costs, provided, each day's continuance of a violation shall constitute a separate offense. Penalties contained in this Ordinance are in addition to any other remedies provided by this Ordinance.

(b) Any person removing the Notice provided for in Section 6, Sub-section (e) hereof, shall upon conviction before the District Justice, be subject to a fine not exceeding Fifty (\$50.00) Dollars and costs for each offense.

(c) If the owner, occupant, mortgagee, lessee, or any other person having an interest in said building as shown by the land records of the Recorder of Deeds of the County of Monroe, and/or the Tax Assessor of Monroe County, fails to comply with any Notice or order to repair, vacate, or demolish any dangerous building within sixty (60) days, the Board of Supervisors is empowered to cause such building or structure to be repaired, vacated, or demolished by the Township and to cause the costs or such repair, vacation, or demolition, together with a penalty of ten (10%) percent to be charged against the land on which the

building existed as a municipal lien, or to recover such costs in a suit at law against the owner or other such person having an interest in the building, provided, the recovery of such cost and expense, together with the penalty, may be in addition to the penalty imposed in Sub-section (a) and (b) of this Section.

SECTION 8. EMERGENCY CASES

In cases wherein it reasonably appears that there exists an immediate danger to the life or safety of any person caused or created by a "dangerous building" as defined herein, the Board shall cause the immediate repair, vacation, or demolition of such dangerous building. The costs of such emergency repair, vacation, or demolition of such "dangerous building" shall be collected in the same manner as provided for in Section 7, Sub-section (c).

SECTION 9. SEVERABILITY


If any sentence, clause, or section or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not effect or impair any of the remaining provisions, sentences, clauses, or sections or parts of this Ordinance. It is hereby declared as the intent of the Township Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

SECTION 10. REPEALING CLAUSE

Any Ordinance or part of Ordinance heretofore adopted by the Township Supervisors
is hereby repealed insofar as the same conflicts with or effects this Ordinance.

ORDAINED AND ENACTED this 17 day of February, 1999, effective in five
(5) days.

ELDRED TOWNSHIP SUPERVISORS


Steve Borger
STEVE BORGER, Chairman

Robert Silfies
ROBERT SILFIES

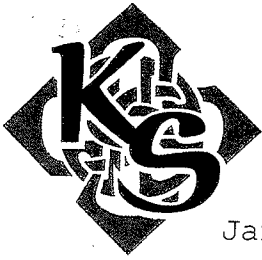
Glenn M. Beers
GLENN BEERS

Sharon Solt
SHARON SOLT, Secretary

Wieslaw T. Niemoczynski, Esq.
Township Solicitor

Dangerous Structure Required Ordinance Procedures

1. After initial report, the Board shall require an investigation of the structure.
2. If the investigation indicates that the building is a dangerous structure, a written report shall be submitted to the Supervisors.
3. The Board of Supervisors shall give written notice to the owner of record that this is a dangerous structure and include in this notice a hearing date to provide the owner of record an opportunity to present evidence to the contrary.
4. At some point before the hearing is held, the Zoning Officer and at least two (2) members of the Board of Supervisors shall view the dangerous structure.
5. Hold the hearing on the stated date and time.
6. Make written findings of fact from the testimony at the hearing determining what course of action the owner must take to correct the problem.
7. The Board of Supervisors shall cause a certified letter, stating these findings, to be sent to the owner of record. This notice shall state that the owner has sixty (60) days to comply and said notice shall also be posted upon the dangerous structure at this time.
8. If, after 60 days, corrective measures have not been completed, the Board of Supervisors is empowered to cause the structure to be repaired or demolished and to cause the cost of such repair or demolition, together with a penalty of 10%, to be charged against the land on which the structure existed as a municipal lien. The owner is also subject to a daily fine.



KINGSPRY

January 22, 2021

JEROME B. FRANK
DONALD F. SPRY II
KIRBY G. UPRIGHT, LL.M., CPA
KENT H. HERMAN
JOHN E. FREUND, III
NICHOLAS NOEL, III
GLENN M. HAZELTINE*
ALAN S. BATTISTI
KEVIN C. REID*
PAUL S. FRANK
BRIAN J. TAYLOR**
MICHAEL A. GAUL
ELLEN C. SCHURDAK
KRISTINE RODDICK
REBECCA A. YOUNG
JORDA GASINICA-KOZAK
JODY A. MOONEY
JESSICA F. MOYER
SCOTT J. GAUGLER
MATTHEW T. TRANTER*
JERRY E. SMITH*
ARLEY BIGGS SEBIA*
ONATHAN M. HUERTA
AISHA K. TOLLIVER-DURAN*
JAN K. FIELDS*

**VIA FIRST CLASS MAIL
and CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**
YAPLE PROPERTIES, LLC
175 AFD Lane
Kunkletown, PA 18058

VIA E-MAIL: amyscountrystore@hotmail.com,
**FIRST CLASS MAIL
and CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**
AMY'S COUNTRY STORE, LLC
175 AFD Lane
Kunkletown, PA 18058

VIA E-MAIL: JFareri@newmanwilliams.com
and FIRST CLASS MAIL
James V. Fareri, Esquire
(Counsel to ESSA Bank & Trust)
NEWMAN WILLIAMS
712 Monroe Street
Stroudsburg PA 18360

**VIA FIRST CLASS MAIL
and CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**
LEHIGH VALLEY ECONOMIC
DEVELOPMENT CORPORATION
2158 Avenue C, Suite 200
Bethlehem, PA 18017

**VIA FIRST CLASS MAIL
and CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**
UNITED STATES SMALL BUSINESS
ADMINISTRATION
660 American Avenue
#301
King of Prussia, PA 19406

COUNSEL:
DRUMMOND KING
MENIC P. SBROCCHI
RENCE L. FAUL
WES J. RAVELLE, Ph.D., JD.
THLEEN CONN, Ph.D., JD., LL.M.
HARD J. SHIROFF

AFFILIATED WITH:
ISS BURKARDT KRAMER, LLC
TSBURGH, PA 15219

CENSED IN PA AND NJ
CENSED IN PA AND NY

Re: Notice to Show Cause Why Building or Structure
Should Not Be Repaired, Vacated or Demolished / 104
Fiddletown Road, Eldred Township, Monroe County,
Pennsylvania, PIN #06623500871094, Tax Parcel ID
#6/6/1/38 / Eldred Township

Dear Sir/Madame:

The Law Firm of KingSpry is the appointed Solicitor to
Eldred Township (the "Township"). By my correspondence dated

KING, SPRY, HERMAN, FREUND & FAUL, LLC • ATTORNEYS & COUNSELORS AT LAW
ONE WEST BROAD STREET • SUITE 700 • BETHLEHEM, PA 18018 • TEL: 610-332-0390 • FAX: 610-332-0314

ALLENTOWN ❖ BETHLEHEM ❖ STROUDSBURG

{00833814}

www.kingspry.com

ELDRED TWP
EXHIBIT "T-5"
HEARING DATE: 02/17/21

KING, SPRY, HERMAN, FREUND & FAUL LLC

January 22, 2021

Page 2 of 3

November 20, 2020, the Township previously notified you, or your client, as the owner, occupant, mortgagee, lessee, agent, and/or other person having interest in the property commonly known as 104 Fiddletown Road, PIN #06623500871094, Tax Parcel ID #6/6/1/38 (the "Property"), to appear before the Township Board of Supervisors at its regular meeting scheduled for December 16, 2020, at 7:00 p.m., at the Township Municipal Building, located at 490 Kunkletown Road, Kunkletown, Pennsylvania 18058, to show cause why the building or structure on the Property, reported to be a "dangerous building", should not be repaired, vacated, or demolished in accordance with the October 28, 2020 report of the Eldred Township Zoning and Code Enforcement Officer. A copy of my prior correspondence is enclosed for convenience.

The Board's scheduled December 16, 2020 meeting and the show cause hearing were cancelled due to weather conditions on the date of the meeting/hearing.

The Board has now re-scheduled the show cause hearing for **February 17, 2021, at 7:00 p.m., at the Township Municipal Building, located at 490 Kunkletown Road, Kunkletown, Pennsylvania 18058.**

YOU ARE WARNED THAT IF YOU FAIL TO APPEAR AND ANSWER THE SHOW CAUSE ORDER, THE MATTER MAY PROCEED WITHOUT YOU, AND THE TOWNSHIP BOARD OF SUPERVISORS MAY TAKE ACTION WHICH MAY CAUSE YOU TO LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. This Office can provide you with information about hiring a lawyer.

KING, SPRY, HERMAN, FREUND & FAUL LLC

January 22, 2021

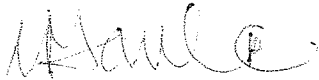
Page 3 of 3

IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

MONROE COUNTY BAR ASSOCIATION
FIND A LAWYER PROGRAM
913 MAIN STREET
STROUDSBURG, PA 18360
PHONE: (570) 424-7288
FAX: (570) 424-8234.

Sincerely,

KING, SPRY, HERMAN, FREUND & FAUL, LLC



Michael A. Gaul, Esquire
mag@kingspry.com

MAG/rlh

Encl.

cc: E. Ann Velopolcek, Township Secretary (for distribution to BOS)
(via e-mail: a.velopolcek@eldredtwp.org)
Shawn McGlynn, Zoning and Code Enforcement Officer
(via e-mail: smcglynn@sfmconsultingllc.org)
Donna G. Kenderdine, Court Reporter (via e-mail)

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMITED EMPL...**USPS Tracking®**[FAQs >](#)**Track Another Package +****Tracking Number:** 70150640000048326936[Remove X](#)

Your item was delivered to an individual at the address at 12:00 pm on February 6, 2021 in KING OF PRUSSIA, PA 19406.

✓ Delivered

February 6, 2021 at 12:00 pm
Delivered, Left with Individual
KING OF PRUSSIA, PA 19406

Get Updates ✓

Feedback

Text & Email Updates**Tracking History****February 6, 2021, 12:00 pm**

Delivered, Left with Individual
KING OF PRUSSIA, PA 19406

Your item was delivered to an individual at the address at 12:00 pm on February 6, 2021 in KING OF PRUSSIA, PA 19406.

February 4, 2021

In Transit to Next Facility

January 31, 2021, 8:33 pm
Departed USPS Regional Facility
PHILADELPHIA PA DISTRIBUTION CENTER

January 31, 2021, 10:52 am
Arrived at USPS Regional Facility
PHILADELPHIA PA DISTRIBUTION CENTER

January 24, 2021, 6:17 am
Departed USPS Regional Facility
LEHIGH VALLEY PA DISTRIBUTION CENTER

January 23, 2021, 5:55 pm
Arrived at USPS Regional Facility
LEHIGH VALLEY PA DISTRIBUTION CENTER

Product Information



Feedback

See Less ^

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

FAQs

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Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee

\$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.60

Total Postage and Fees

\$ 5.15

Sent To

PAWS COUNTRY STORE LLC

Street and Apt. No., or PO Box No.

1500 PINE LAKE

City, State, ZIP+4®

CHARLESTON SC 29405

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.60

Total Postage and Fees

\$ 5.15

Sent To

YADIC PROPERTIES LLC

Street and Apt. No., or PO Box No.

1500 PINE LAKE

City, State, ZIP+4®

CHARLESTON SC 29405

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.60

Total Postage and Fees

\$ 5.15

Sent To

EDC

Street and Apt. No., or PO Box No.

1500 PINE LAKE

City, State, ZIP+4®

CHARLESTON SC 29405

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.60

Total Postage and Fees

\$ 5.15

Sent To

US SBA

Street and Apt. No., or PO Box No.

1500 PINE LAKE

City, State, ZIP+4®

CHARLESTON SC 29405

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

yapie Properties, LLC
175 AFD Lane
Kunkletown PA 18058



9590 9402 5229 9122 8288 88

2. Article Number (Transfer from service label)

7015 0640 0000 4832 6943

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

1/25/2021

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

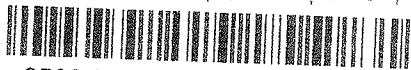
Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Amys Country Store LLC
175 AFD Lane
Kunkletown PA 18058



9590 9402 5229 9122 8289 25

2. Article Number (Transfer from service label)

7015 0640 0000 4832 6950

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

1/25/2021

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Robin Hester

From: Robin Hester on behalf of Michael A. Gaul, Esq.
Sent: Friday, January 22, 2021 3:16 PM
To: James Fareri; amyscountrystore@hotmail.com
Cc: Michael A. Gaul, Esq.
Subject: Eldred Township/Yaple
Attachments: ltr interested parties - hearing scheduled 2-17-21 (00834037xB1AD4).pdf; ltr interested parties - hearing scheduled 12-16-20 (00816092xB1AD4).pdf; mcglynn 10-28-20 report (00816042xB1AD4).pdf; special warranty deed (smiley to yaple 01-09-07) (00816045xB1AD4).pdf; eldred township ordinance #99-2 (00816048xB1AD4).pdf

Please see attached.

Robin

Robin Hester, Legal Assistant to
Michael A. Gaul, Esquire and
Domenic P. Sbrocchi, Esquire (Of Counsel)
KING, SPRY, HERMAN, FREUND & FAUL, LLC
One West Broad Street, Suite 700
Bethlehem, PA 18018
PHO: (610)332-0390 / FAX: (610)332-0314
E-MAIL: robin@kingspry.com

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the federal tax advice (if any) contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transactions or matter addressed herein.

THE INFORMATION CONTAINED IN THIS COMMUNICATION IS A TRANSMISSION FROM THE LAW FIRM OF KING SPRY HERMAN FREUND & FAUL AND IS INFORMATION PROTECTED BY THE ATTORNEY/CLIENT AND/OR ATTORNEY/WORK PRODUCT PRIVILEGE. IT IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT(S) NAMED ABOVE, AND THE PRIVILEGES ARE NOT WAIVED BY VIRTUE OF THIS HAVING BEEN SENT BY ELECTRONIC MAIL. IF THE PERSON ACTUALLY RECEIVING THIS COMMUNICATION, OR ANY OTHER READER OF THIS COMMUNICATION, IS NOT THE NAMED RECIPIENT, ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND DELETE THE ORIGINAL MESSAGE FROM YOUR SYSTEM. THANK YOU.

Robin Hester

From: Robin Hester
Sent: Monday, January 25, 2021 11:44 AM
To: Moyer, Linda
Subject: RE: Eldred Township/Notice of Public Hearing (Yaple Properties)

Thank you, Linda!

Robin Hester, Legal Assistant to
Michael A. Gaul, Esquire and
Domenic P. Sbrocchi, Esquire (Of Counsel)
KING, SPRY, HERMAN, FREUND & FAUL, LLC
One West Broad Street, Suite 700
Bethlehem, PA 18018
PHO: (610) 332-0390 / FAX: (610) 332-0314
E-MAIL: robin@kingspry.com

From: Moyer, Linda <lmoyer@tnonline.com>
Sent: Monday, January 25, 2021 11:42 AM
To: Robin Hester <Robin@Kingspry.com>
Subject: RE: Eldred Township/Notice of Public Hearing (Yaple Properties)

Yes Robin...I was off on Friday, but it was waiting for me today☺
Will run it in tomorrow's paper, January 26th.
Linda

From: Robin Hester <Robin@Kingspry.com>
Sent: Monday, January 25, 2021 11:35 AM
To: Moyer, Linda <lmoyer@tnonline.com>
Subject: FW: Eldred Township/Notice of Public Hearing (Yaple Properties)

Hi Linda - Did you receive my below e-mail, on Friday afternoon? Thanks!

Robin Hester, Legal Assistant to
Michael A. Gaul, Esquire and
Domenic P. Sbrocchi, Esquire (Of Counsel)
KING, SPRY, HERMAN, FREUND & FAUL, LLC
One West Broad Street, Suite 700
Bethlehem, PA 18018
PHO: (610) 332-0390 / FAX: (610) 332-0314
E-MAIL: robin@kingspry.com

From: Robin Hester **On Behalf Of** Michael A. Gaul, Esq.
Sent: Friday, January 22, 2021 3:27 PM
To: Moyer, Linda <lmoyer@tnonline.com>
Cc: Michael A. Gaul, Esq. <MAG@Kingspry.com>
Subject: Eldred Township/Notice of Public Hearing (Yaple Properties)

**PLEASE CONFIRM YOU RECEIPT OF THIS E-MAIL AND DATE OF
ADVERTISING.**

Linda - Attached, in PDF format, is the Notice of Public Hearing on Order to Show Cause Why Building or Structure Should Not Be Repaired, Vacated or Demolished. I have also attached the Notice in Word format, for your convenience. Please advertise the attached Notice in the next available issue of the *Times News*. Please confirm the date of advertising.

Upon completion of advertising, kindly forward the proof of publication and the invoice for publication directly to Eldred Township, for payment. The account number of the Township is 10033187.

This will confirm you only need to advertise the Word document (Notice of Public Hearing), attached.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Robin

Robin Hester, Legal Assistant to
Michael A. Gaul, Esquire and
Domenic P. Sbrocchi, Esquire (Of Counsel)
KING, SPRY, HERMAN, FREUND & FAUL, LLC
One West Broad Street, Suite 700
Bethlehem, PA 18018
PHO: (610)332-0390 / FAX: (610)332-0314
E-MAIL: robin@kingspry.com

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the federal tax advice (if any) contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transactions or matter addressed herein.

THE INFORMATION CONTAINED IN THIS COMMUNICATION IS A TRANSMISSION FROM THE LAW FIRM OF KING SPRY HERMAN FREUND & FAUL AND IS INFORMATION PROTECTED BY THE ATTORNEY/CLIENT AND/OR ATTORNEY/WORK PRODUCT PRIVILEGE. IT IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT(S) NAMED ABOVE, AND THE PRIVILEGES ARE NOT WAIVED BY VIRTUE OF THIS HAVING BEEN SENT BY ELECTRONIC MAIL. IF THE PERSON ACTUALLY RECEIVING THIS COMMUNICATION, OR ANY OTHER READER OF THIS COMMUNICATION, IS NOT THE NAMED RECIPIENT, ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND DELETE THE ORIGINAL MESSAGE FROM YOUR SYSTEM. THANK YOU.

ELDRED TOWNSHIP

NOTICE OF PUBLIC HEARING ON ORDER TO SHOW CAUSE WHY BUILDING OR
STRUCTURE SHOULD NOT BE REPAIRED, VACATED OR DEMOLISHED

Property Location:

104 Fiddletown Road, Eldred Township, Monroe County,
Pennsylvania, PIN #06623500871094, Tax Parcel ID
#6/6/1/38

Owner: Yapple Properties, LLC

The Board of Supervisors of Eldred Township (the "Township"), Monroe County, Pennsylvania, hereby gives notice to the owner, occupant, mortgagee, lessee, agent, and/or other person having interest in the property commonly known as 104 Fiddletown Road, PIN #06623500871094, Tax Parcel ID #6/6/1/38 (the "Property"), to appear before the Township Board of Supervisors at its regular meeting scheduled for **February 17, 2021, at 7:00 p.m., at the Township Municipal Building, located at 490 Kunkletown Road, Kunkletown, Pennsylvania 18058**, to show cause why the building or structure on the Property, reported to be a "dangerous building", should not be repaired, vacated, or demolished in accordance with the October 28, 2020 report of the Eldred Township Zoning and Code Enforcement Officer.

You will have an opportunity to participate in the matter, and contest the report of the Zoning and Code Enforcement Officer. A record will be made of the show cause hearing. At the conclusion of the hearing, the Township Board of Supervisors will consider what action, if any, should be taken in response to the Zoning Officer's report, including such remedies that are available under the Township Dangerous Buildings Ordinance.

The Township Board of Supervisors' meeting, including the hearing on the Show Cause Order, are open to the public.

KING, SPRY, HERMAN, FREUND & FAUL LLC
Attorneys and Counselors
One West Broad Street, Suite 700
Bethlehem, PA 18018
By: Michael A. Gaul, Esquire
Solicitor-Township of Eldred

From: Jennifer Weighknecht <jweighknecht@lehighvalley.org>

Sent: Thursday, January 28, 2021 2:22 PM

To: Matthew Tranter <mtranter@kingspry.com>

Subject: RE: LVEIC billing/invoicing

Thanks Matt. I just sent you an Outlook invite.

Also, we received a mailing from your associate, Attorney Michael Gaul, regarding Yapple Properties/Amy's Country Store in Kunkletown. We received a prior mailing about a month ago which we sent on to Seedcopa and I thought they'd let him know that they were the servicer now. This is an SBA 504 loan and we transferred the servicing of these loans to Seedcopa about 3 years ago. Could you let him know that LVEDC does not service this loan. In the meantime, I will forward the paperwork on to him. The contact info. is:

Chris McHenry

Senior Portfolio and Compliance Manager

South Eastern Economic Development Company of Pennsylvania

Eagleview Corporate Center, 737 Constitution Drive, Exton, PA 19341

office: 610-321-8239 | fax: 610.458.7770 | mobile: 610.357.0178

email: cmchenry@seedcopa.com

website: seedcopa.com

Thanks much!

Jen

ELDRED TWP
EXHIBIT "T-7"
HEARING DATE: 02/17/21

42.00 (#1)
3P
+ 3N
1-Extra
Parcel

6

This Document Prepared By:
Louis D. Powlette, Esquire
231 Park Avenue
Stroudsburg, PA 18360

Parcel ID Number: 6/6/1/38

Special Warranty Deed

This Indenture, Made this 9th day of January, 2007 A.D., Between
William W. Smiley and Susan J. Smiley, his wife

of the County of Monroe, State of PA, grantors, and
Yaple Properties, LLC, a Pennsylvania limited liability company

whose address is: R.D.#3, Box 42A, Kunkletown, PA 18058

of the County of Monroe, Commonwealth of Pennsylvania, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of
TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED DOLLARS AND - - - DOLLARS,
- - - - - **-NO/100 (\$299,900.00)**

and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Monroe Commonwealth of Pennsylvania to wit:

ALL THAT CERTAIN message, tenement, tract or piece of land situate
in the Village of Kunkletown, Township of Eldred, County of Monroe
and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in the public road, thence by land of Andrew
Christman, North 79-1/4 degrees East, seven and three-tenths perches
to a corner, thence south 7-1/2 degrees East nine and four tenths
perches to a corner in another public road; thence along said public
road and land of Andrew Christman, South 81-1/2 degrees West, nine
and one-half perches to a corner in the aforesaid public road; thence
along the same North 6 degrees East; nine and one-half perches to the
place of BEGINNING. CONTAINING one half acre and fifteen perches.

ALL THAT CERTAIN message, tenement, tract or piece of land situate
in the Village of Kunkletown, Township of Eldred, County of Monroe
and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the public road, thence along same North
fourteen degrees (14°) East, thirty (30) feet to an iron stake;
thence along land of grantors hereof North eighty-three (83°) degrees
East, one hundred eight (108) feet to an iron stake; thence South
five and one-half (5-1/2°) degrees East, thirty (30) feet to a corner
in land of grantees; Thence along same South eighty-three (83°)

(Continued on Attached)

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

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

And the grantors hereby covenant with said grantee that grantors are lawfully seized of said land
good right and lawful authority to sell and convey said land; that grantors hereby warran
defend the same against the lawful claims of all persons claiming by, through or under grantors.

Laser Generated by © Display Systems, Inc., 2004 (863) 763-5555 Form PASWD-1

ELDRED TWP
EXHIBIT "T-8"
HEARING DATE: 02/17/21

REC Book 2293 Page 2312

Special Warranty Deed - Page 3

Parcel ID Number: 6/6/1/38

degrees West, one hundred eighteen and one-half (118-1/2) feet to the place of BEGINNING. CONTAINING three thousand three hundred ninety-seven and five tenths square feet 3397.5 sq. ft. strict measure.

BEING THE SAME premises which Allen C. Shoenberger, single and Jennie M. Smith, single, by their Deed dated December 11, 1984 and recorded in the Office for the Recording of Deeds, Monroe County, PA in Deed Book Volume 1427, Page 59, granted and conveyed unto William W. Smiley and Susan J. Smiley, his wife, Grantors hereof in fee.

Special Warranty Deed - Page 2

Parcel ID Number: 6/6/1/38

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

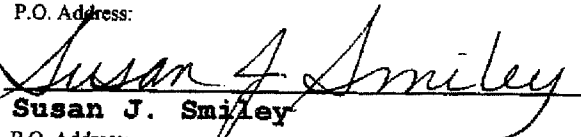
Signed, sealed and delivered in our presence:

Witness

Witness


William W. Smiley (Seal)

P.O. Address:


Susan J. Smiley (Seal)

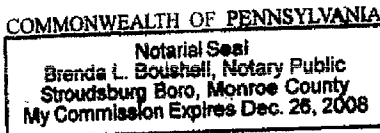
P.O. Address:

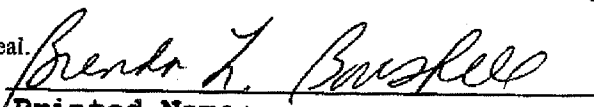
COMMONWEALTH OF Pennsylvania COUNTY OF Monroe

On this, the 9th day of **January**, 2007, before me, a Notary Public, the undersigned officer, personally appeared **William W. Smiley and Susan J. Smiley, his wife**

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.




Printed Name: _____
Notary Public

My Commission Expires:

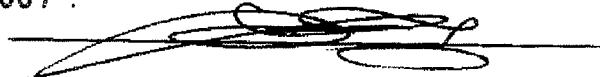
Certificate of Residence

I, hereby certify that the precise residence of the GRANTEE herein is as follows:

RD #3 Box 42A Kunkletown, PA 18058

Witness my hand this _____ day of **January**, 2007.

This Document Prepared By:
Louis D. Powlette, Esquire
231 Park Avenue
Stroudsburg, PA 18360





COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18380
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200701335
Recorded On 1/10/2007 At 9:49:19 AM

Book - 2293 Starting Page - 2312
* Total Pages - 4

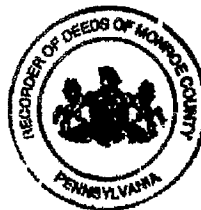
* Instrument Type - DEED
Invoice Number - 463047
* Grantor - SMILEY, WILLIAM W
* Grantee - YAPLE PROPERTIES LLC
User - MMN
* Customer - LOUIS D POWLETTE ESQUIRE

* **FEES**

STATE TRANSFER TAX	\$2,999.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES	\$13.50
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
PLEASANT VALLEY	\$1,499.50
SCHOOL REALTY TAX	
ELDRED TOWNSHIP	\$1,499.50
TOTAL PAID	\$6,040.00

RETURN DOCUMENT TO:
LOUIS D POWLETTE ESQUIRE

TAX ID #
6/6/1/38
Total Tax IDs: 1



I Heroby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

**THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT**

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

0197E9



Book: 2293 Page: 2315



KINGSPRY

February 10, 2021

VIA E-MAIL: cmchenry@seedcopa.com
and **FIRST CLASS MAIL**

Chris McHenry, Senior Portfolio & Compliance Manager
SOUTH EASTERN ECONOMIC DEVELOPMENT COMPANY OF PENNSYLVANIA
Eagleview Corporate Center
737 Constitution Drive
Exton, PA 19341

JEROME B. FRANK
DONALD F. SPRY II
KIRBY G. UPRIGHT, LLM, CPA
KENT H. HERMAN
JOHN E. FREUND, III
NICHOLAS NOEL, III
GLENN M. HAZELTINE*
ALAN S. BATTISTI
KEVIN C. REID*
PAUL S. FRANK
BRIAN J. TAYLOR**
MICHAEL A. GAUL
ELLEN C. SCHURDAK
KRISTINE RODDICK
REBECCA A. YOUNG
DOROTA GASINICA-KOZAK
JODY A. MOONEY
JESSICA F. MOYER
SCOTT J. GAUGLER
MATTHEW T. TRANTER*
AVERY E. SMITH*
KARLEY BIGGS SEBIA*
JONATHAN M. HUERTA
TAISHA K. TOLLIVER-DURAN*
RYAN K. FIELDS*

Re: Notice to Show Cause Why Building or Structure
Should Not Be Repaired, Vacated or Demolished / 104
Fiddletown Road, Eldred Township, Monroe County,
Pennsylvania, PIN #06623500871094, Tax Parcel ID
#6/6/1/38 / Eldred Township

Dear Mr. McHenry:

The Law Firm of KingSpry is the appointed Solicitor to
Eldred Township. Enclosed is a copy of my correspondence
dated January 22, 2021, previously sent to Lehigh Valley
Economic Development Corporation ("LVEDC") regarding the above
matter. LVEDC informed us that SEEDCOPA is now the servicer
of the SBA 504 loan related to Yapple Properties, LLC and the
104 Fiddletown Road property. We understand that LVEDC has
been forwarding our notice correspondence to you, but as a
courtesy we enclose another copy. You are welcome to attend
the February 17, 2021 hearing, or call me if you have any
questions.

OF COUNSEL:
E. DRUMMOND KING
DOMENIC P. SBROCCHI
TERENCE L. FAUL
JAMES J. RAVELLE, Ph.D., JD.
KATHLEEN CONN, Ph.D., JD., LLM
RICHARD J. SHIROFF

AFFILIATED WITH:
WEISS BURKARDT KRAMER, LLC
PITTSBURGH, PA 15219

*LICENSED IN PA AND NJ
**LICENSED IN PA AND NY

Sincerely,

KING, SPRY, HERMAN, FREUND & FAUL, LLC

Michael A. Gaul, Esquire
mag@kingspry.com
MAG/rlh
Encl.

cc: E. Ann Velopolcek, Township Secretary (for distribution to BOS)
(via e-mail: a.velopolcek@eldredtwp.org) (W/O ENCL)

Shawn McGlynn, Zoning and Code Enforcement Officer

(via e-mail: smcglynn@sfmconsultingllc.org) (W/O ENCL)

KING, SPRY, HERMAN, FREUND & FAUL, LLC • ATTORNEYS & COUNSELORS AT LAW

ONE WEST BROAD STREET • SUITE 700 • BETHLEHEM, PA 18018 • TEL: 610-332-0390 • FAX: 610-332-0314

ALLENTOWN ❖ BETHLEHEM ❖ STROUDS

{00840023}

www.kingspry.com

ELDRED TWP
EXHIBIT "T-9"
HEARING DATE: 02/17/21

Robin Hester

From: Robin Hester on behalf of Michael A. Gaul, Esq.
Sent: Wednesday, February 10, 2021 11:02 AM
To: cmchenry@seedcopa.com
Cc: Michael A. Gaul, Esq.
Subject: Eldred Township / Yapple
Attachments: ltr mchenry, chris - hearing scheduled 2-17-21 (00840066xB1AD4).pdf; ltr interested parties - hearing scheduled 2-17-21 (00834037xB1AD4).pdf; ltr interested parties - hearing scheduled 12-16-20 (00816092xB1AD4).pdf; mcglynn 10-28-20 report (00816042xB1AD4).pdf; special warranty deed (smiley to yapple 01-09-07) (00816045xB1AD4).pdf; eldred township ordinance #99-2 (00816048xB1AD4).pdf

Please see attached.

Robin

Robin Hester, Legal Assistant to
Michael A. Gaul, Esquire and
Domenic P. Sbrocchi, Esquire (Of Counsel)
KING, SPRY, HERMAN, FREUND & FAUL, LLC
One West Broad Street, Suite 700
Bethlehem, PA 18018
PHO: (610)332-0390 / FAX: (610)332-0314
E-MAIL: robin@kingspry.com

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the federal tax advice (if any) contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transactions or matter addressed herein.

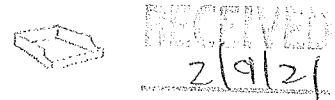
THE INFORMATION CONTAINED IN THIS COMMUNICATION IS A TRANSMISSION FROM THE LAW FIRM OF KING SPRY HERMAN FREUND & FAUL AND IS INFORMATION PROTECTED BY THE ATTORNEY/CLIENT AND/OR ATTORNEY/WORK PRODUCT PRIVILEGE. IT IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT(S) NAMED ABOVE, AND THE PRIVILEGES ARE NOT WAIVED BY VIRTUE OF THIS HAVING BEEN SENT BY ELECTRONIC MAIL. IF THE PERSON ACTUALLY RECEIVING THIS COMMUNICATION, OR ANY OTHER READER OF THIS COMMUNICATION, IS NOT THE NAMED RECIPIENT, ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND DELETE THE ORIGINAL MESSAGE FROM YOUR SYSTEM. THANK YOU.

PROOF OF PUBLICATION

TIMES NEWS
— MEDIA GROUP —

LEHIGHTON, CARBON COUNTY, PENNSYLVANIA
TAMAQUA, SCHUYLKILL COUNTY, PENNSYLVANIA

Commonwealth of Pennsylvania)
County of Carbon) SS.



Scott A. Masenheimer, being duly sworn according to law does depose and say:

1. THAT Times News, LLC is a newspaper of general circulation published each weekday, except holidays. Its places of business are Lehigh, Carbon County, Pennsylvania and Tamaqua, Schuylkill County, Pennsylvania.

2. THAT Times News, LLC was established on May 1, 1967, as the immediate successor to the Jim Thorpe News, which was established on April 1, 1927.

3. THAT the affiant is the Vice President of Operations of Times News, LLC and as such is authorized by the publisher, Times News, LLC, to take this affidavit.

4. THAT the affiant is not interested in the subject matter of the notice or advertising.

5. THAT all of the allegations of this affidavit as to time, place and character of publication are true.

6. THAT copy of the notice or advertising attached hereto was printed and published in the regular daily editions and issues of Times News, LLC on the following dates:

JANUARY 26, 2021

Scott A. Masenheimer

Sworn to and subscribed before me, this 27th day of January, A.D. 2021

Leslie J. Holland

Commonwealth of Pennsylvania — Notary Seal
Leslie J. Holland, Notary Public
Carbon County
My commission expires March 28, 2023
Commission number 1073357

PUBLIC NOTICE
ELDRED TOWNSHIP

NOTICE OF PUBLIC HEARING ON ORDER TO SHOW CAUSE WHY
BUILDING OR STRUCTURE SHOULD NOT BE REPAIRED, VACATED
OR DEMOLISHED

Property Location:
104 Fiddletown Road, Eldred Township, Monroe County,
Pennsylvania, PIN #06623500871094, Tax Parcel ID #6/6/1/38

Owner: Yapple Properties, LLC

The Board of Supervisors of Eldred Township (the "Township"), Monroe County, Pennsylvania, hereby gives notice to the owner, occupant, mortgagee, lessee, agent, and/or other person having interest in the property commonly known as 104 Fiddletown Road, PIN #06623500871094, Tax Parcel ID #6/6/1/38 (the "Property"), to appear before the Township Board of Supervisors at its regular meeting scheduled for February 17, 2021, at 7:00 p.m., at the Township Municipal Building, located at 490 Kunkletown Road, Kunkletown, Pennsylvania 18058, to show cause why the building or structure on the Property, reported to be a "dangerous building", should not be repaired, vacated, or demolished in accordance with the October 28, 2020 report of the Eldred Township Zoning and Code Enforcement Officer.

You will have an opportunity to participate in the matter, and contest the report of the Zoning and Code Enforcement Officer. A record will be made of the show cause hearing. At the conclusion of the hearing, the Township Board of Supervisors will consider what action, if any, should be taken in response to the Zoning Officer's report, including such remedies that are available under the Township Dangerous Buildings Ordinance.

The Township Board of Supervisors' meeting, including the hearing on the Show Cause Order, are open to the public.

KING, SPRY, HERMAN, FREUND & FAUL LLC

Attorneys and Counselors
One West Broad Street, Suite 700
Bethlehem, PA 18018

By: Michael A. Gaul, Esquire
Solicitor-Township of Eldred
Jan. 26

ELDRED TWP
EXHIBIT "T-10"
HEARING DATE: 02/17/21