



- 260 and Deed Book 51, Page 564, together with the appurtenant rights to use the surface.
8. Rights of others to use Hugh Daniel Drive and Greystone Drive as described in Deed Book 301, Page 799.
  9. Covenants and agreement for water services as recorded in Real 235, Page 574 and amended by Instrument #1993-20640 and Instrument #1993-20786.
  10. Reciprocal easement agreement pertaining to access and roadway easements recorded in Real 312, Page 274, 1st amendment recorded in Real 317, Page 253 and 2nd amendment recorded in Instrument #1993-3126.
  11. Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, Page 260, amended by Real 319, Page 235 and by 1st amendment in Real 346, Page 942; 2nd amendment in Real 378, Page 904; 3rd amendment in Real 397, Page 958; 4th amendment in Instrument #1992-17890; 5th amendment in Instrument #1993-3123; 6th amendment in Instrument #1993-10163; 7th amendment in Instrument #1993-14982; 8th amendment in Instrument #1993-20968; 9th amendment in Instrument #1993-32840; 10th amendment in Instrument #1994-23329; 11th amendment in Instrument #1995-8111; 12th amendment in Instrument #1995-24267; 13th amendment in Instrument #1995-34231; 14th amendment in Instrument #1996-19860; 15th amendment in Instrument #1996-37514; 16th amendment in Instrument #1996-39737; and the 17th amendment in Instrument #1997-2534.
  12. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350, Page 585.
  13. Release of damages as recorded in Instrument #1994-28967.

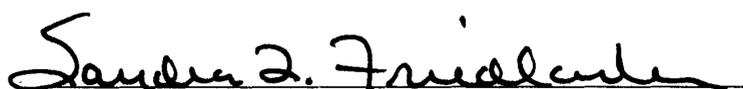
\$500,000.00 of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

TO HAVE AND TO HOLD UNTO the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the GRANTEES herein) in the event one GRANTEE herein survives the other, the entire interest in fee simple shall pass to the surviving GRANTEE, and if one does not survive the other, then the heirs and assigns of the GRANTEES herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 24th day of February, 2006.

 (SEAL)  
Michael J. Friedlander

 (SEAL)  
Sandra T. Friedlander

