This Document Prepared By Wischhof & Allen, P. C., Attorneys
110 Glancy Street, Suite 207, Goodlettsville, Tennessee 37072

ADDRESS NEW OWNER:
Willie B. Plunk and
Willis R. Plunk
4832 Hopedale Drive
Nashville, Tn. 37211

SEND TAX BILLS TO:
Same

TAX MAP/PARCEL #
Map 147-8
Parcel 47

BOOK 11411 PG. 935

MEMORANDUM OF JUDICIAL VESTITURE

Registered with this memorandum is a certified copy of the judgment of the Chancery Court for Davidson County, Tennessee in Docket Number 98-3149-III, styled Willis R. Plunk vs. Willie B. Plunk and wife, Brenda J. Plunk, by which title to the following described property was partially divested out of Willie Berry Plunk and revested in Willie Berry Plunk and Willis Ronald Plunk as tenants in common, subject to conditions set out therein.

The property so vested is described as follows:

LAND in Davidson County, Tn. being Lot No. 56 on the plan of Section II, Beverly Heights, of record in Book 2331, Page 42, Register's Office for Davidson County, Tn.

Said Lot No. 56 fronts 147 feet on the northeasterly side of Hopedale Drive and runs back 188 feet on the westerly line and 205.3 feet on the easterly line to a dead line on which it measures 87.3 feet.

BEING the same property quitclaimed by Willis Ronald Plunk to Willie Berry Plunk, of record in **Book 8503, Page 200**, Register's Office for Davidson County, Tennessee. Willis Ronald Plunk and Willis R. Plunk are one and the same person. Willie B. Plunk and Willie Berry Plunk are one and the same person.

This is improved property known as 4832 Hopedale Drive, Nashville, Tennessee 37211.

FILED
99 APR -1 PM 2:15
DAVIDSON COUNTY TN

05688678

Respectfully submitted:

WISCHHOF & ALLEN, P. C.

By: _____
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Attorney for Willis Ronald Plunk

BOOK 11411 PG. 936

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

WILLIS R. PLUNK

Petitioner,

vs.

WILLIE B. PLUNK and wife,
BRENDA J. PLUNK,

Respondents.

Docket No. 98-3149-III

FILED
1999 MAR 30 AM 8:21
Costs paid
CLERK & MASTER CT.
RECEIVED
MAR 24 1999
Dav Co Chancery Ct.

C O N S E N T O R D E R

Upon the stipulations of the parties evidenced by the signatures of their counsel hereupon, and the entire record in the cause, it is ORDERED, ADJUDGED and DECREED as follows:

1. Brenda J. Plunk is dismissed from this action. Further references in this Order to "the parties" shall refer to Willis R. Plunk and Willie B. Plunk.

2. The parcel of real property to be revested by this Order, hereinafter referred to as "the Property", is described as follows:

LAND in Davidson County, Tn. being Lot No. 56 on the plan of Section II, Beverly Heights, of record in Book 2331, Page 42, Register's Office for Davidson County, Tn.

Said Lot No. 56 fronts 147 feet on the northeasterly side of Hopedale Drive and runs back 188 feet on the westerly line and 205.3 feet on the easterly line to a dead line on which it measures 87.3 feet.

BEING the same property quitclaimed by Willis Ronald Plunk to Willie Berry Plunk, of record in **Book 8503, Page 200**, Register's Office for Davidson County, Tennessee. Willis Ronald Plunk and Willis R. Plunk are one and the same person. Willie B. Plunk and Willie Berry Plunk are one and the same person.

This is improved property known as 4832 Hopedale Drive, Nashville, Tennessee 37211.

3. Title to the Property is subject to a good and valid Deed of Trust executed on March 3, 1992 by Willie B. Plunk and wife, Brenda J. Plunk to to I. Dyke Tatum, Trustee, of record at Book 8573, Page 753, Register's Office for Davidson County, Tennessee. This Order shall have no effect upon the validity of said Deed of Trust, which shall be and remain fully as effective both as to the

legal and the equitable title to said property as it was when registered, and which is and remains senior and superior to any right, title or interest vested in Willis R. Plunk, hereby.

4. Title to the Property is hereby divested from Willie Berry Plunk and vested in Willis R. Plunk and Willie B. Plunk, as equal tenants in common, but without the right of partition until the occurrence of the first of the following: (a) The death of Willis R. Plunk, (b) The death of both Willie B. Plunk and Brenda J. Plunk if they are married to one another when the first of them dies, or (c) The death of Willie B. Plunk if he is not married to Brenda J. Plunk on the date of his death.

This restriction on the right of partition is not an injunction in personam, but rather limits and defines the estates vested in the parties hereunder, such that no greater rights shall or can exist in any assignee, fiduciary or personal representative, trustee in bankruptcy, or appurtenant to marriage, divorce, devise, or intestate succession.

This limitation upon the right of partition does not restrict the alienability of either tenancy, or the right of the owners to re-merge the fee by mutual consent. Nothing in this vestiture or the limitations hereof shall in any wise limit the estate in and to the entire fee held by I. Dyke Tatum, Trustee, his successor(s), or their assignee(s) pursuant to the superior Deed of Trust at Book 8573, Page 753, R. O. D. C.

5. Until such time as the fee to the Property is once again merged, and subject to their right to make subsequent written agreements to the contrary, the parties are permanently enjoined as follows:

a) No person shall live in any portion of the premises except Willie B. Plunk, Brenda J. Plunk, Tiffany Plunk, and Willis R. Plunk, and a spouse of Willie B. Plunk or Willis R. Plunk, except by the consent of the parties.

b) Willis R. Plunk may rent the lower apartment of the premises and enjoy the rents therefrom. Any proposed tenant in the premises must be approved by both parties, which approval shall not be unreasonably withheld.

c) Any improvements performed upon the premises shall comply with Metropolitan Codes.

d) Neither party may make any improvements upon the premises except with the prior written consent of the other, which shall not be unreasonably withheld.

e) Willis R. Plunk may enjoy all utility services currently subscribed by Willie B. Plunk in exchange for timely payment of 25% of the total billings therefor. At any time that he may choose, however, Willis R. Plunk may install separate utility services for the portion of the premises he occupies or rents, at his expense and in compliance with Metropolitan Codes, and thereafter pay nothing toward the utility bills of Willie B. Plunk.

f) The parties shall be responsible in equal shares for property taxes and insurance covering loss or damage to the property.

6. Costs are assessed to Willis R. Plunk, for which execution may issue if necessary.

Enter this ____ day of January, 1999.

Ellen Hobbs Lyle
Ellen Hobbs Lyle, Chancellor

APPROVED FOR ENTRY:

Willis R. Plunk
Willis R. Plunk

Willie B. Plunk
Willie B. Plunk

I hereby certify that this is a true and exact copy of original instrument filed in my office.
This 15 day of April 1999
CLAUDIA C. BONNYMAN Clerk & Master
By Beth Welch Deputy Clerk

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

WISCHHOF & ALLEN, P. C.

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