

LIVING TRUST OF JOHN DOE

THIS IS AN AGREEMENT dated _____, between JOHN DOE (the Grantor) and JOHN DOE (the Trustee).

WHEREAS I desire to create a Trust, and

WHEREAS the Trustee is willing to accept this Trust and agrees to faithfully discharge the duties of a Trustee herein,

NOW, THEREFORE, I transfer the property described in the attached schedule to the Trustee, to be held in Trust, and the Trustee agrees to accept said property and to manage the property under the terms of this agreement.

ARTICLE ONE: TRUST NAME

This agreement shall be referred to as the LIVING TRUST OF JOHN DOE, dated _____.

ARTICLE TWO: FAMILY INFORMATION

I am unmarried. I have the following children:

_____, born on _____
_____, born on _____ and
_____, born on _____.

Any reference to my children shall be to these children.

ARTICLE THREE: TRUSTEES

I appoint JOHN DOE to serve as Trustee of this Trust.

I appoint _____ to serve as first successor Trustee when all other Trustees named above cease to serve.

I appoint _____ to serve as second successor Trustee when all other Trustees named above cease to serve.

If none of the named successor Trustees are willing or able to serve as Trustee, a successor Trustee may be appointed by a majority of the beneficiaries.

A Trustee may resign at any time by providing written notice to the person or entity that is named to serve as the next Trustee.

Unless the Trustee waives compensation, the Trustee shall receive compensation that is reasonable at the time and in the jurisdiction of administration of the Trust.

ARTICLE FOUR: DURING MY LIFETIME

The purpose of this Trust is to ensure that the best available support and care is provided to me to meet my needs during my lifetime. As such, all property of the Trust shall be used for that purpose and the Trustee shall distribute the income and principal of the Trust for my benefit.

ARTICLE FIVE: TANGIBLE PERSONAL PROPERTY

I may leave a "Personal Property Memorandum" or similar writing that directs the disposition of my tangible personal property.

Upon my death, the Trustee shall distribute my personal property to those individuals listed in the Personal Property Memorandum. The Trustee shall distribute any tangible personal property not listed in the Personal Property Memorandum to my children in substantially equal shares, as they may agree, or if they cannot agree, as the Trustee shall determine. Alternatively, the Trustee may sell any or all of my personal property and distribute the proceeds equally to my surviving children.

Tangible personal property shall include household items, furnishings, personal apparel, jewelry, vehicles, collectibles, and the like, and any insurance related to that personal property.

ARTICLE SIX: UPON MY DEATH

Upon my death this Trust shall become irrevocable.

Debts and expenses of my last illness, funeral, estate taxes, and expenses of administering the Trust may be paid by the Trustee from Trust property.

The Trustee shall distribute the Trust property as follows:

Specific Gifts

\$50,000 to my niece, _____ to be held in Trust, according to the provisions in the Article entitled "Continuing Trust for Education."

\$50,000 to my nephew, _____ to be held in Trust, according to the provisions in the Article entitled "Continuing Trust for Education."

Residue

The Trustee shall distribute the residue of my estate to my children, per stirpes, outright and free from Trust.

ARTICLE SEVEN: CONTINUING TRUST FOR EDUCATION

The Trustee shall distribute to each Beneficiary of a Continuing Trust for Education, such amounts of the net income and principal of the Continuing Trust for Education, as the Trustee may select for the Beneficiary's educational pursuits, including amounts for tuition, books, and fees. Upon the Beneficiary's attaining the age of 35, the Trustee shall distribute to the

Beneficiary, any property held in his or her Continuing Trust for Education. If the Beneficiary dies before attaining the age of 35, property held in his or her Continuing Trust for Education shall be distributed to that beneficiary's descendants, per stirpes. If the Beneficiary has no surviving descendants, the share shall be distributed equally to my surviving children, outright and free from Trust.

ARTICLE EIGHT: TAKERS OF LAST RESORT

If, under the provisions above, there exists no person qualified to receive the Trust property, or a portion of the Trust property, the Trustee shall distribute the property to those who would have received it, had I died unmarried and without a will in the State of _____.

ARTICLE NINE: POWER TO REVOKE OR AMEND

I reserve the right to revoke or amend this Trust. Such right shall be exercisable in writing.

ARTICLE TEN: GRANTOR INCAPACITY

If I become incapacitated, or unable to manage the affairs of the Trust, the successor Trustee shall serve as Trustee until such time as I shall recover and am able to resume managing the affairs of the Trust.

The determination of my capacity to manage this Trust shall be made in writing by two licensed physicians.

ARTICLE ELEVEN: TRUSTEE POWERS

This section will confer on the Trustee all the powers he/she will need to do their job. For example, the power to sell property, encumber the property, invest the Trust property, hire people like accountants, lawyers, or investment specialists, etc.

ARTICLE TWELVE: DEFINITIONS AND GENERAL PROVISIONS

This section will contain general provisions that help your Trust document work correctly, along with definitions that may clarify terms used in your Trust

IN WITNESS WHEREOF, the Trustee and the Grantor hereby sign this Agreement, effective the day and year written above, and executed on the dates set forth below.

JOHN DOE, Grantor and Trustee

Date

STATE OF _____

COUNTY OF _____

I hereby certify that on _____, JOHN DOE personally appeared before me, that he proved to me on the basis of satisfactory evidence that he is the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed for the purposes contained therein.

WITNESS my hand and notarial seal.

Dated: _____

Notary Public

Print Name of Notary

My Commission Expires: _____

SCHEDULE A: TRUST PROPERTY

JOHN DOE, Grantor and Trustee

Date