

**LIVING TRUST
OF
JOHN DOE AND JANE DOE**

THIS IS AN AGREEMENT dated _____, between JOHN DOE (referred to herein as *husband*) and JANE DOE (referred to herein as *wife*) (the Grantors) and JOHN DOE and JANE DOE (collectively, the Trustee).

WHEREAS we 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, we transfer the property described in the attached schedules 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 AND JANE DOE, dated _____.

ARTICLE TWO: FAMILY INFORMATION

We (the Grantors) are married. Together, we have the following children:

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

Any reference to our children shall be to these children.

ARTICLE THREE: TRUSTEES

We appoint JOHN DOE and JANE DOE to serve as Trustees of this Trust. (collectively referred to as Trustee).

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

We 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: CHARACTER OF TRUST PROPERTY

Property transferred to the Trust shall retain its original character. In other words, property owned by husband prior to the creation of this Trust shall be treated as though it belongs to husband. Property owned by wife prior to the creation of this Trust shall be treated as though it belongs to wife. Property that is held jointly by us as tenants in common, joint tenants with right of survivorship, or as tenants by the entirety, shall be treated as though each of us owns an undivided one-half interest.

ARTICLE FIVE: DURING OUR JOINT LIVES

During our joint lives, property shall be disposed of as follows:

The Trustee shall distribute to husband, from husband's property, as much of the principal and net income as husband may direct, and such additional amounts as Trustee may determine.

The Trustee shall distribute to wife, from wife's property, as much of the principal and net income as wife may direct, and such additional amounts as Trustee may determine.

The purpose of this Trust is to ensure that the best available support and care are provided to each of us to meet our needs during our lifetimes. 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 our benefit.

ARTICLE SIX: UPON THE DEATH OF THE GRANTORS

The first grantor to die shall be referred to as the "First Decedent". The surviving grantor shall be referred to as the "Surviving Spouse." Upon the death of the First Decedent the Trust shall be divided into two separate Trusts. These separate trusts shall be known as "The First Decedent's Trust" and the "Surviving Spouse's Trust."

The Trustee shall allocate to the First Decedent's Trust all property of the LIVING TRUST OF JOHN DOE AND JANE DOE that was owned by the First Decedent before this Trust document was created, along with accumulated income, and any property that was added to this Trust after its creation and identified as belonging to the First Decedent. The First Decedent's Trust shall not include any property left by the terms of this Trust to the surviving grantor. The Trustee shall distribute the property contained in the First Decedent's Trust according to the terms of the Article entitled "DISTRIBUTION TO BENEFICIARIES." The First Decedent's Trust shall be irrevocable.

The Trustee shall allocate to the Surviving Spouse's Trust all the property of the LIVING TRUST OF JOHN DOE AND JANE DOE that was owned by the Surviving Spouse before this

Trust document was created, along with accumulated income, and any property that was added to this Trust after its creation and identified as belonging to the Surviving Spouse, and any Trust property left by the First Decedent to the surviving grantor. The Surviving Spouse's Trust shall be revocable and amendable at any time by the Surviving Spouse. Upon the death of the Surviving Spouse, the Trustee shall distribute the property contained in the Surviving Spouse's Trust according to the terms of the Article entitled "DISTRIBUTION TO BENEFICIARIES."

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

ARTICLE SEVEN: TANGIBLE PERSONAL PROPERTY

Each Grantor may leave a "Personal Property Memorandum" or similar writing that directs the disposition of that Grantor's tangible personal property.

Upon the death of a Grantor, the Trustee shall distribute that Grantor's personal property to those individuals listed in that Grantor's Personal Property Memorandum. The Trustee shall distribute any tangible personal property not listed in the Personal Property Memorandum to the Surviving Spouse, or if there is no Surviving Spouse, to our children in substantially equal shares, as our children may agree, or if they cannot agree, as the Trustee shall determine. Alternatively, the Trustee may sell any or all of our personal property and distribute the proceeds equally to our 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 EIGHT: DISTRIBUTION TO BENEFICIARIES

John Doe's Beneficiaries

Upon the death of JOHN DOE, the Trustee shall distribute the property held in JOHN DOE'S trust as follows:

All trust property shall be given to JANE DOE. If JANE DOE does not survive JOHN DOE, the Trust property shall be distributed to our children, per stirpes, each child's share to be held in Trust, according to the terms of the Article entitled "CHILDREN'S CONTINUING TRUSTS".

Jane Doe's Beneficiaries

Upon the death of JANE DOE, the Trustee shall distribute the property held in JANE DOE'S trust as follows:

All trust property shall be given to JOHN DOE. If JOHN DOE does not survive JANE DOE, the Trust property shall be distributed to our children, per stirpes, each child's share to be held in Trust, according to the terms of the Article entitled "CHILDREN'S CONTINUING TRUSTS".

Property given by the Deceased Spouse to the Surviving Spouse shall be held in the Surviving Spouse's Trust.

ARTICLE NINE: 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 the Grantor(s) died unmarried and without a will in the State of _____.

ARTICLE TEN: CHILDREN'S CONTINUING TRUSTS

The Trustee shall distribute to each Beneficiary of a Children's Continuing Trust, such amounts of the net income and principal of the Children's Continuing Trust as the Trustee may select for the beneficiary's health, education, maintenance and support. Any income not distributed shall be accumulated and added to the principal.

Upon the Beneficiary's death, the property held in his or her Children's Continuing Trust shall be divided into per stirpital shares for the Beneficiary's descendants, and shall be held as a separate Trust, to be distributed according to the terms of this article. If the Beneficiary has no surviving descendants, the share shall be distributed equally to our surviving children, to be held in their individual continuing Trusts.

ARTICLE ELEVEN: POWER TO REVOKE OR AMEND

We reserve the right to revoke or amend this Trust. While both of us are alive, the right to revoke or amend shall be exercisable jointly, in writing.

ARTICLE TWELVE: GRANTOR INCAPACITY

If either Grantor becomes incapacitated, or unable to manage his or her affairs of the Trust, the other grantor shall continue to serve as the sole Trustee of the Trust, until such time as the incapacitated Grantor shall recover and is able to resume managing his or her affairs.

The determination of a grantor's capacity to manage this trust shall be made in writing by two licensed physicians.

ARTICLE THIRTEEN: 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 FOURTEEN: DEFINITIONS AND GENERAL PROVISIONS

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

IN WITNESS WHEREOF, the Trustees and the Grantors hereby sign this Agreement, effective the day and year written above, and executed by each of them on the dates set forth below.

JOHN DOE, Grantor and Trustee

Date

JANE DOE, Grantor and Trustee

Date

SAMPLE

STATE OF _____

COUNTY OF _____

I hereby certify that on _____, JOHN DOE and JANE DOE personally appeared before me, that they proved to me on the basis of satisfactory evidence that each 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: JOINTLY HELD PROPERTY

JOHN DOE, Grantor and Trustee

Date

JANE DOE, Grantor and Trustee

Date

SCHEDULE B: HUSBAND'S SEPARATE PROPERTY

JOHN DOE, Grantor and Trustee

Date

SCHEDULE C: WIFE'S SEPARATE PROPERTY

JANE DOE, Grantor and Trustee

Date