# [INSERT NAME] REVOCABLE LIVING TRUST

This trust is entered into this day of , , by and between [INSERT NAME OF GRANTOR], as Grantor, and [INSERT NAME OF TRUSTEE], as Trustee. Trustees agree to accept and manage such property in accordance with the terms outlined in this Trust.

ARTICLE I TRUST NAME

This revocable living trust shall be known as the [INSERT NAME] Revocable Living Trust (“ Trust”).

ARTICLE II

FAMILY INFORMATION

I am a [INSERT MARITAL STATUS – SNGLE/MARRIED/WIDOWED/IN A DOMESTIC

PARTNERSHIP] [INSERT GENDER]. I have [IINSERT NUMBER] children born prior to the date of this Trust. For purposes of this Trust, all references to “children” or “ descendants” shall include children born or adopted after the date this Trust was signed.

ARTICLE III BENEFICIARIES

Grantor shall be the only beneficiary of the Trust during his or her lifetime. ARTICLE IV

TRUST PAYMENTS DURING GRANTOR’S LIFETIME

The trustee shall pay directly to, or use for the benefit of, the grantor as much of the net income and principal of the trust property as the grantor requests, for any reason. Income shall be paid to the grantor at least annually.

ARTICLE V

AMENDMENT AND REVOCATION

1. Amendment or Revocation by Grantor. The grantor may amend or revoke this Trust at any time, for any reason, without notifying any beneficiary. Any amendment to the Trust must be made in writing and signed by the grantor, and shall be incorporated into the Trust. Revocation may be in writing, or any other manner allowed by law.
2. **Amendment or Revocation by Other Person.** The power to revoke or amend this Trust is personal to the grantor. A conservator, guardian, agent or other person may only exercise the power to amend or revoke the trust on behalf of the Grantor if the Grantor specifically granted such power in his Durable Power of Attorney.

## ARTICLE VI INCAPACITY OF GRANTOR

1. **Determination of Incapacity.**
	1. If the Grantor becomes physically or mentally incapacitated, the successor trustee named in Article VIII shall become trustee. Grantor shall be considered incapacitated and no longer able to serve as Trustee if a court of competent jurisdiction finds Grantor to no longer be able to manage his or her financial affairs, or if it is the opinion of a qualified physician, who has examined the Grantor, that the Grantor is unable to manage his personal and financial affairs.
	2. The successor trustee shall manage the Trust, pursuant to the terms of paragraph B below, until the grantor has regained capacity to manage his or her financial affairs. Grantor’s capacity to manage his financial affairs shall be made in the same manner his incapacitation was determined.
2. **Distributions During Grantor’s Incapacity.** During the Grantor’s incapacity, the trustee shall use any amount of trust income or principal necessary for the grantor's health, support and maintenance in the grantor’s accustomed manner of living. Any income not spent on the Grantor’s behalf shall be accumulated and added to principal. Income shall be paid to the grantor at least annually.

## ARTICLE VII DEATH OF GRANTOR

Upon the Grantor’s death this trust shall become irrevocable and may not be amended except as otherwise provided for herein. The Trust is terminated only by the distributions authorized herein.

1. **Payment of Debts.** The trustee may pay out of trust property such amounts as necessary for payment of the grantor's debts, estate taxes, funeral expenses and any fees necessary to distribute the Trust’s property.
2. **Tangible Personal Property.**
3. **Memorandum of Wishes.** Grantor may leave a writing, executed before or after this Trust, disposing of some or all of his or her tangible personal property. If Grantor does so, and the writing can be incorporated by reference into this Trust or otherwise be held legally binding, Grantor directs that it be incorporated or followed and prevail over the disposition below in this Article. If the writing is not legally binding, Grantor requests that the wishes, as expressed in the writing, be followed.
4. **General Gift of Tangible Personal Property.** Grantor gives all of his or her tangible personal property not otherwise disposed of in subparagraph 1 above to [RECIPIENT NAME(S)]. If [RECIPIENT] does not survive Grantor, then all such property shall be distributed to [INSERT NAMES].
5. **Residue.** The remaining Trust assets, real and personal, including any property not effectively disposed of above, shall be distributed to [RECIPIENT NAME(S)].

# ARTICLE VIII TRUSTEES

1. **Trustee.** [GRANTOR’S NAME] shall serve as trustee of this Trust.
2. **Successor Trustee.** If [GRANTOR’S NAME] becomes unwilling or unable to serve, [SUCCESSOR NAME] is appointed successor trustee of this Trust.
3. **Trustee's Responsibilities.** The trustee shall serve as trustee of all trusts created under this

Trust.

1. **Resignation of Trustee.** Any trustee may resign at any time by signing a notice of resignation. The resignation shall be delivered to the Grantor (if the Grantor is not serving as trustee), or the successor trustee nominated under this Trust. If there is no successor trustee, then such resignation shall be delivered to the remaining trust beneficiaries.
2. **Power to Appoint Successor Trustee.** If no person named to serve as Trustee or successor Trustee is willing or able to serve, the last acting trustee may appoint a successor trustee. The appointment must be made in writing and signed by the then-serving Trustee.
3. **Waiver of Bond.** No bond shall be required for any Trustee appointed to serve, whether named in this Trust or appointed by another Trustee pursuant to the terms of this Trust.
4. **Compensation.** The Trustee may receive reasonable compensation for serving as Trustee.
5. **Liability of Trustee.** The Trustee shall not be liable for the exercise or non-exercise of discretionary powers granted under this Trust, provided such actions were taken in good faith.

# ARTICLE IX TRUSTEE’S POWERS

1. **Powers Conferred by State Law.** The trustee shall have all powers allowed or conferred on a trustee under [STATE] state law, subject to the trustee's fiduciary duty to the grantors and the beneficiaries. If there is a conflict between a power granted under this Trust and the duty imposed upon trustees under [STATE] state law, to the extent the law allows, the duties granted to the Trustee herein shall be controlling.
2. **Specified Powers.** The trustee's powers include, but are not limited to:
3. The power to sell trust property, borrow money using trust property as collateral, and to encumber trust property, by mortgage, deed of trust or other method.
4. The power to manage real estate owned by the trust, including the power to lease (even if the lease term may extend beyond the Trust term) or grant options to lease, to make repairs or alterations, and to insure against loss.
5. The power to sell or grant options for the sale or exchange of any trust property, including stocks, bonds, and any other form of security, at public or private sale, for cash or on credit.
6. The power to invest trust property in in any manner.
7. The power to receive additional property from any source and add it to any trust created hereunder.
8. The power to employ and pay reasonable fees to accountants, lawyers, or other financial advisors for advice or aid in the administration of this Trust.
9. The power to deposit and hold trust funds in both interest-bearing and non-interest-bearing accounts.
10. The power to diversify investments, including the authority to decide that some or all of the trust property need not become income-producing property.
11. The power to decide the method of distribution of a gift to any beneficiary who is a minor at the time of my death, including transferring such property pursuant to the Uniform Transfers to Minors Act, or to a trust that is either already in existence for the sole benefit of such minor beneficiary or that the Trustee creates for the sole purpose of holding such minor’s gift under this Trust.s Trust.

# ARTICLE X

**GENERAL RULES REGARDING DISTRIBUTIONS**

The following rules shall apply to all distributions of Trust property to beneficiaries other than the Grantor.

* 1. **Survival of Beneficiary.** A beneficiary must survive the grantor for 120 hours in order to receive a distribution from this Trust.
	2. **Non-payment of Liens and Encumbrances.** All personal and real property distributed to a Beneficiary, other than the Grantor, under this Trust shall pass subject to any encumbrances or liens placed on the property, and such encumbrances and liens shall not be paid out of Trust property.
	3. **Property Left to Multiple Beneficiaries.** If property is left to two or more beneficiaries, they shall share it equally unless otherwise provided. If any beneficiary does not survive the grantor, that beneficiary’s share shall pass in equal shares to his or her descendants, unless otherwise provided herein.

# ARTICLE XI SEVERABILITY OF CLAUSES

If any provision of this Trust is ruled unenforceable, the remaining provisions shall remain in effect.

[INSERT NAME], Grantor and Trustee Date

## CERTIFICATE OF ACKNOWLEDGMENT

State of )

) ss.

County of )

On this date, , appeared before me,

 , a notary public in and for the state of , personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed above, and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, executed this Revocable Trust.

WITNESS my hand and official seal.

Notary Public for the State of

My commission expires:

# Schedule A Property Placed in Trust

[LIST ALL PROPERTY TRANSFERRED TO THE TRUST]