

REVOCABLE LIVING TRUST FORM

I. PARTIES AND DATE

This Revocable Living Trust Agreement (the "Trust") is entered into on the _____ day of _____, 20_____, by and between:

The Grantor: _____

(Hereinafter referred to as the "Grantor"), with a mailing address of _____

AND

The Trustee: _____

(Hereinafter referred to as the "Trustee"), with a mailing address of _____

II. MARITAL STATUS

The Grantor represents that their current marital status is (check one):

- ☐ Single
- ☐ Married
- ☐ Widowed
- ☐ Divorced

III. NAME OF TRUST

This Trust shall be known as:

The _____ Revocable Living Trust.

IV. TRANSFER OF ASSETS

The Grantor hereby transfers, assigns, conveys, and delivers to the Trustee the property described in **Schedule A** attached hereto and made a part hereof. The Grantor, or any other person, may at any time grant, transfer, or convey to the Trustee such other property as they may desire to become a part of this Trust, which shall be held, administered, and distributed by the Trustee in accordance with the provisions of this Agreement.

V. RIGHTS OF THE GRANTOR

A. Revocation and Amendment. The Grantor reserves the right at any time, by an instrument in writing delivered to the Trustee, to revoke this Trust in whole or in part, or to alter or amend any of the terms or provisions hereof.

B. Withdrawal of Assets. The Grantor reserves the right to withdraw any or all of the assets from the Trust at any time.

C. Income and Principal. During the lifetime of the Grantor, the Trustee shall pay to or apply for the benefit of the Grantor all of the net income of the Trust and so much of the principal as the Grantor may request in writing.

VI. TRUSTEES

A. Original Trustee. The Grantor appoints the individual named in Section I as the initial Trustee.

B. Successor Trustee. In the event the Trustee dies, resigns, or becomes incapacitated, the following individual shall serve as Successor Trustee:

The Successor Trustee: _____

Address: _____

C. Powers of Successor. Any Successor Trustee shall have all the rights, powers, and privileges granted to the original Trustee.

VII. DISPOSITION OF ASSETS UPON DEATH

Upon the death of the Grantor, the Trustee shall pay all legal debts, funeral expenses, and estate taxes of the Grantor. After the payment of such debts and expenses, the Trustee shall distribute the remaining assets of the Trust as follows:

A. Specific Distributions. The Trustee shall distribute specific assets to specific beneficiaries as described below:

B. Residuary Estate. All the rest, residue, and remainder of the Trust property, of whatever kind and wherever situated, shall be distributed to the Beneficiary(ies) listed in Article VIII.

VIII. BENEFICIARIES

The Grantor designates the following individuals or entities as the Beneficiary(ies) of the residuary estate:

The Beneficiary(ies):

If any Beneficiary named above does not survive the Grantor, their share shall be distributed to:

IX. TRUSTEE POWERS

In the administration of this Trust, the Trustee shall have the following powers, in addition to those powers conferred by law:

1. **Retain Assets.** To retain any property transferred to the Trust, regardless of lack of diversification or risk.
2. **Investments.** To invest and reinvest in any property, real or personal, including stocks, bonds, mutual funds, and real estate.
3. **Real Estate.** To sell, lease, mortgage, repair, improve, or insure any real estate held in the Trust.
4. **Borrowing.** To borrow money for any Trust purpose and to encumber Trust property as security.
5. **Claims.** To compromise, settle, arbitrate, or defend any claim or demand in favor of or against the Trust.
6. **Distributions.** To make distributions in cash or in kind, or partly in each.

X. INCAPACITY

If the Grantor becomes incapacitated, as determined by a licensed physician, the Successor Trustee shall assume the duties of Trustee and shall administer the Trust for the exclusive benefit of the Grantor during the Grantor's lifetime.

XI. GENERAL PROVISIONS

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of: _____

B. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

C. Spendthrift Provision. No interest of any beneficiary in the income or principal of this Trust shall be subject to pledge, assignment, sale, or transfer in any manner, nor shall any beneficiary have the power to anticipate, charge, or encumber such interest, nor shall such interest be liable for the debts or obligations of any beneficiary.

D. Accounting. The Trustee shall not be required to render any accounting to any court, but shall render an annual accounting to the Grantor (or the Beneficiaries after the Grantor's death).

E. Bond. No bond or other security shall be required of any Trustee appointed hereunder.

XII. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Revocable Living Trust Agreement on the date first above written.

GRANTOR

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

TRUSTEE

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

XIII. WITNESSES

We, the undersigned witnesses, certify that the Grantor signed this Trust in our presence, and that to the best of our knowledge, the Grantor is of legal age, of sound mind, and under no constraint or undue influence.

WITNESS 1

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WITNESS 2

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

XIV. NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ (Grantor) and _____ (Trustee), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____ day of _____, 20 _____

(Seal)

*

SCHEDULE A

ASSETS TRANSFERRED TO TRUST

The following assets are hereby transferred, assigned, and conveyed to the Trustee of the Trust created by this Agreement:

1. Real Estate

Description of Property:

2. Bank Accounts

Bank Name and Account Number (Last 4 digits):

3. Investment Accounts

Institution and Account Number (Last 4 digits):

4. Personal Property

Description of Items (Vehicles, Jewelry, Art, etc.):

5. Other Assets**

Description:

Grantor's Initials