

# REVOCABLE LIVING TRUST FORM

This Revocable Living Trust Agreement ("Trust Agreement") is entered into on the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ , by and between

\_\_\_\_\_ , residing at

\_\_\_\_\_ ("Trustor"), and

\_\_\_\_\_ , residing at

\_\_\_\_\_ ("Trustee"). The Trustor and Trustee may  
collectively be referred to herein as the "Parties."

## 1. Creation of Trust

The Trustor hereby establishes a revocable living trust (the "Trust") and transfers to the Trustee the property listed in Schedule A attached hereto and incorporated herein by reference. The Trustee agrees to hold, manage, and distribute the Trust property in accordance with the terms of this Trust Agreement.

## 2. Trust Property

The Trust property shall include all assets transferred to the Trust by the Trustor, including but not limited to real estate, bank accounts, securities, and personal property, as detailed in Schedule A. The Trustor shall execute all necessary documents to effectuate the transfer of such assets to the Trust.

## 3. Revocability and Amendments

The Trustor reserves the right to revoke or amend this Trust Agreement, in whole or in part, at

any time during the Trustor's lifetime by delivering a written notice of revocation or amendment to the Trustee. Such revocation or amendment shall be effective upon receipt by the Trustee.

#### 4. Beneficiaries

Upon the death of the Trustor, the Trustee shall distribute the Trust property to the beneficiaries as designated in Schedule B attached hereto. The Trustor may amend Schedule B at any time during their lifetime. If a beneficiary predeceases the Trustor, their share shall be distributed according to the provisions set forth in Schedule B or, if none, to their descendants per stirpes.

#### 5. Trustee Powers and Duties

The Trustee shall have all powers necessary to manage and control the Trust property, including the power to buy, sell, lease, and invest assets, as well as any other powers granted under applicable law. The Trustee shall act in a fiduciary capacity and in the best interests of the beneficiaries.

#### 6. Successor Trustee

In the event the Trustee is unable or unwilling to serve,  
\_\_\_\_\_, residing at  
\_\_\_\_\_, shall serve as the successor Trustee. The successor Trustee shall have all the powers and duties of the original Trustee.

#### 7. Governing Law

This Trust Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Jurisdiction and venue for any disputes arising under this Trust Agreement shall be in the appropriate court located in \_\_\_\_\_ County, State of \_\_\_\_\_.

#### 8. Severability

If any provision of this Trust Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### 9. Entire Agreement

This Trust Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

#### 10. Notices

Any notice required or permitted under this Trust Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by certified mail, or sent by recognized overnight courier to the addresses of the Parties as set forth above. Notices shall be effective upon receipt.

#### 11. Amendment Procedures

Any amendment to this Trust Agreement must be in writing and signed by the Trustor and the Trustee. Amendments shall be effective upon execution by both Parties.

#### 12. Termination

This Trust shall terminate upon the complete distribution of the Trust property in accordance with the terms of this Trust Agreement. Upon termination, the Trustee shall provide a final accounting to the beneficiaries.

#### 13. Default and Remedies

In the event of a breach of this Trust Agreement by the Trustee, the beneficiaries shall have the right to seek any and all remedies available at law or in equity, including the removal of the Trustee.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement as of the date first above written.

Trustor:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Trustee:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witnesses

Witness 1:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness 2:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_,

before me, \_\_\_\_\_ , a Notary Public in and for said state,  
personally appeared \_\_\_\_\_ , known to me to be the person  
whose name is subscribed to the within instrument and acknowledged that they executed the  
same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_