THE [GRANTOR FULL LEGAL NAME] REVOCABLE LIVING TRUST

This Revocable Living Trust Agreement (the "Trust Agreement") is entered into by and between __________________________, residing at __________________________ (hereinafter referred to as the "Grantor"), and __________________________, residing at __________________________ (hereinafter referred to as the "Trustee").

RECITALS

WHEREAS, the Grantor desires to establish a revocable living trust to hold, manage, and administer certain property and assets for the benefit of the Grantor during their lifetime, and to provide for the orderly distribution of such assets upon their death; and

WHEREAS, the Trustee is willing to accept and administer the trust estate established hereby under the terms, conditions, and covenants set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TRUST NAME AND PURPOSE

This trust shall be known as "The __________________________ Revocable Living Trust" (hereinafter referred to as the "Trust"). The primary purpose of this Trust is to manage the Grantor's assets during the Grantor's lifetime and to facilitate the efficient, private, and orderly distribution of the trust assets upon the Grantor's death without the necessity of probate administration.

II. TRUST PROPERTY

The Grantor hereby transfers, assigns, and delivers to the Trustee the property described in Schedule A, attached hereto and incorporated herein by reference, to be held, administered, and distributed as part of the trust estate. The Grantor or any other person may, from time to time, add additional property to the Trust by deed, will, assignment, or other transfer, which property, upon acceptance by the Trustee, shall become part of the trust estate.

III. REVOCABILITY AND AMENDMENT

During the lifetime of the Grantor, the Grantor reserves the absolute right, power, and authority to:

• Revoke this Trust Agreement in its entirety, whereupon all trust property shall be returned to the Grantor free of trust; or

• Amend, modify, or alter this Trust Agreement, in whole or in part, at any time, by a written instrument signed by the Grantor and delivered to the Trustee.

Upon the death of the Grantor, this Trust shall become irrevocable and may not be amended, modified, or revoked by any person.

IV. TRUSTEE AND SUCCESSOR TRUSTEE

A. **Original Trustee**: ___________________________ shall serve as the sole Trustee of this Trust. If the Grantor is also serving as the Trustee, any successor Trustee shall assume office upon the Grantor's death, resignation, or physical or mental incapacity.

B. **Successor Trustee**: In the event that ___________________________ dies, resigns, becomes incapacitated, or is otherwise unable or unwilling to serve or continue serving as Trustee, then ___________________________, residing at ___________________________, is hereby appointed as the sole Successor Trustee.

C. **Powers of Successor Trustee**: Any Successor Trustee serving under this Agreement shall have all the title, powers, duties, authorities, and discretions granted to the original Trustee herein, without the necessity of any court confirmation or transfer of title. No Trustee or Successor Trustee shall be required to post bond or other security in any jurisdiction for the faithful performance of their duties.

V. LIFETIME BENEFICIARY PROVISIONS

During the lifetime of the Grantor, the Trustee shall hold, manage, invest, and reinvest the trust estate, and shall distribute to or for the benefit of the Grantor so much of the net income and principal of the Trust as the Grantor may from time to time direct. In the event the Grantor becomes physically or mentally incapacitated (as certified in writing by a licensed physician), the Trustee shall apply and distribute such portions of the net income and principal of the trust estate as the Trustee deems necessary or advisable for the health, support, maintenance, and education of the Grantor.

VI. DISTRIBUTION UPON DEATH OF THE GRANTOR

Upon the death of the Grantor, the Trustee shall pay from the trust estate all legally enforceable debts, funeral expenses, administration expenses, and any estate or inheritance taxes attributable to the trust estate. Subject to these payments, the Trustee shall distribute the remaining trust estate as follows:

A. **Primary Beneficiary**: The Trustee shall distribute the entire remaining trust estate to the Primary Beneficiary, __________________________, who is the __________________________ of the Grantor, to be held and enjoyed by them absolutely.

B. **Contingent Beneficiary**: If the Primary Beneficiary does not survive the Grantor, the Trustee shall distribute the entire remaining trust estate to the Contingent Beneficiary, __________________________, who is the __________________________ of the Grantor, to be held and enjoyed by them absolutely.

VII. TRUSTEE POWERS

The Trustee shall have all powers granted to trustees under the applicable laws of the state governing this Trust, including, but not limited to, the following powers, all of which may be exercised without court order or approval:

• To retain, purchase, sell, exchange, mortgage, lease, or otherwise dispose of any real or personal property belonging to the trust estate;

• To invest and reinvest trust funds in any form of property, including stocks, bonds, mutual funds, real estate, or secured obligations, without being restricted by any statutory limitations on trust investments;

• To compromise, settle, arbitrate, or defend any claims or demands in favor of or against the trust estate;

• To employ and compensate attorneys, accountants, financial advisors, and other agents necessary for the proper administration of the Trust; and

• To make distributions in cash or in kind, or partly in each, and to allocate specific assets among beneficiaries without regard to the tax basis of such assets.

VIII. GOVERNING LAW

This Trust Agreement shall be construed, interpreted, governed, and administered in accordance with the laws of the State of [State].

IX. MISCELLANEOUS PROVISIONS

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

B. **Binding Effect**: This Trust Agreement shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the Grantor and the Trustee have executed this Revocable Living Trust Agreement on the dates set forth below.

GRANTOR

Signature: ____________________

Print Name: ___________________________

Date: ____________________

Address: ___________________________

TRUSTEE

Signature: ____________________

Print Name: ___________________________

Date: ____________________

Address: ___________________________

WITNESS ATTESTATION

The foregoing instrument was on the date thereof signed, published, and declared by the Grantor to be their Revocable Living Trust Agreement, in the presence of us, who, at their request, in their presence, and in the presence of each other, have subscribed our names as witnesses thereto.

WITNESS 1

Signature: ____________________

Print Name: ___________________________

Date: ___________________

Address: __________________________

WITNESS 2

Signature: ___________________

Print Name: __________________________

Date: ___________________

Address: __________________________

SCHEDULE A

PROPERTY TRANSFERRED TO THE TRUST

The __________________________ Revocable Living Trust

The Grantor has transferred, assigned, and conveyed all of their right, title, and interest in and to the following assets to the Trustee to be held under the terms of this Trust Agreement:

1. __________________________

GRANTOR SIGNATURE:

Signature: ___________________

Print Name: __________________________

Date: ___________________

TRUSTEE SIGNATURE:

Signature: ____________________

Print Name: ___________________________

Date: _____________________________