

REVOCABLE LIVING TRUST AGREEMENT FOR AN INDIVIDUAL

[Note: This creates a trust for the lifetime use of (e.g. a single person) as Grantor with both the Grantor and a Third Party as Co-Trustees. Upon the death of the individual, property in the trust goes to any person specified in the trust.]

REVOCABLE LIVING TRUST AGREEMENT

This Revocable Living Trust Agreement is made this (day) day of (month), (year), between (Name), of (address), City of (city), State of (State), herein referred to as Grantor, and (name), of (address), City of (city), State of (state), herein referred to as co-trustees.

Whereas, grantor is now the owner of the property described in Exhibit A attached hereto and made a part hereof, and Whereas, grantor desires to make provision for the care and management of such property, and the collection of the income therefrom, and the disposition of both such income and such property in the manner herein provided:

Now, therefore, for the reasons set forth above, and in consideration of the mutual covenants set forth herein, grantor and trustees agree as follows:

1. Transfer of Property: Grantor, in consideration of the acceptance by trustee of the trust herein created, hereby convey, transfer, assign, and delivers to trustees, their successors in trust and assigns, the property described in Exhibit A attached hereto and made a part hereof, by this reference, which property, together with all other property that may from time to time be held by trustees hereunder, is herein referred to as Trust Estate. Grantor, and any other persons shall have the right at any time to add property acceptable to trustees to this trust and such property, when received and accepted by trustees, shall become part of the trust estate.

2. Disposition of Income and Principal: Trustees shall care for and manage the trust estate and collect the income derived therefrom, and, after the payment of all taxes and assessments thereon and all charges incident to the management thereof, dispose of the net income therefrom and corpus thereof, as follows:

During the lifetime of grantor the trustees may pay income of the trust estate and such portions of the principal as the grantor from time to time may direct to the grantor, or otherwise as he/she directs during his/he life. After the death of the grantor the successor trustee shall distribute the trust estate to the following beneficiary or beneficiaries who shall survive me: (names and addresses)

The share of any beneficiary who shall be under the age of (age) years shall not be paid to such beneficiary but shall instead be held in trust to apply to his/her use all the income thereof, and also such

amounts of the principal, even to the extent of all, as the trustee deems necessary or suitable for the support, welfare, and education of such beneficiary; and when he/she attains the age of (age) years, to pay him/her the remaining principal, if any. If any beneficiary for whom a share is held in trust should die before having received all the principal thereof, then upon his/her death the remaining principal shall be paid to his/her then living child or children, equally if more than one, and in default thereof, to the then living descendants of the grantor, per stirpes. No interest hereunder shall be transferrable or assignable by any beneficiary, or be subject during his or her life to the claims of his or her creditors. Notwithstanding anything herein to the contrary, the trusts hereunder shall terminate not later than twenty-one (21) years after the death of the last beneficiary name herein.

3. Revocation and Amendment: The grantor may, by signed instrument delivered to the trustee, revoke the trusts hereunder, in whole or in part, or amend this Agreement from time to time in any manner.

4. Successor Trustees: In the event of the death or incapacity of both trustees, I hereby nominate and appoint as successor trustee (name) and (address). In the event the successor trustee does not serve I appoint whomever shall at the time be the first designated beneficiary hereunder. The trustees and their successors shall serve without bond.

5. Trustees' Acceptance: This trust has been accepted by trustees and will be administered in the State of (state) and its validity, construction, and all rights thereunder shall be governed by the laws of that state.

In Witness Whereof, grantors and trustees have executed this Agreement on the date above written.

Grantor

Co-Trustee

Witness 1

Co-Trustee

Witness 1

Witness 2

Sworn to and subscribed before me this (day) day of (month), (year).

My commission expires: _____
Notary Public

_____ Date

Exhibit A (Separate Page)
(Listing of property included in this agreement)

