

Revocable Living Trust By

_____ (“Name of person creating trust”)

I, _____, a resident of _____ (City),

_____ County, California, declare this to be my Living Trust and hereby revoke any previous Living Trust that I may have previously made.

ARTICLE I – IDENTIFICATION

1. The Grantor of this trust is _____. (“Name of person creating trust”).
2. The Grantor’s spouse is _____ (“Spouse”).
3. The Grantor currently has _____ living child(ren), (“List Names”)_____

The Grantor currently has _____ deceased child(ren), (“List Names”)_____

4. This Trust shall be known as the LIVING TRUST OF _____ (“Name of person creating trust”).

ARTICLE II – FUNDING OF TRUST

The Grantor is causing to be made payable to the Trustee the assets listed on the attached Schedule “A”. Said Schedule may be revised at any time as assets are made payable to the Trustee or transferred to the Trustee. Those assets, all additional property received by the Trustee from any person by will or otherwise, and all investments and reinvestments thereof are herein collectively referred to as the “Trust Estate”.

ARTICLE III – RIGHT TO MODIFY

The Grantor reserves and shall have the exclusive right any time and from time to during his/her lifetime by instrument in writing signed by the Grantor and delivered to the Trustee to modify or alter this Agreement, in whole or in part, without the consent of the Trustee or any beneficiary provided that the duties, powers and liabilities of the Trustee shall not be changed without his/her consent; and the Grantor reserves and shall have the right during his/her lifetime, by instrument in writing, signed by the Grantor and delivered to the Trustee, to cancel and annul this Agreement without the consent of the Trustee or any beneficiary hereof. Grantor expressly

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reserves the right to appoint successor trustees, replace present trustees and change the beneficiaries or the rights to property due any beneficiary.

ARTICLE IV – APPOINTMENT OF TRUSTEES

The Grantor hereby appoints himself, _____, as Trustee of this Living Trust. In the event that he is unwilling, unable, or does not accept his appointment,

Grantor hereby appoints _____ to serve as First Alternate Trustee of this Living Trust or any trust created hereunder.

Grantor hereby appoints _____ to serve as Second Alternate Trustee of this Living Trust or any trust created hereunder should Trustee and First Alternate Trustee die simultaneously.

ARTICLE V – PAYMENT OF EXPENSES

1. The Trustee shall pay from the Trust Estate all expenses of Grantor's legally enforceable debts, costs of administration including ancillary costs, costs of safeguarding and delivering legacies, other proper charges against Grantor's estate, and estate and inheritance taxes assessed by reason of Grantor's death, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property in which Grantor may have a qualifying income interest for life or over which Grantor may have a power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. Grantor waives for his estate all rights of reimbursement for any payments made pursuant to this article.
2. The Trustee's selection of assets to be sold to make the foregoing payments or to satisfy any pecuniary legacies, and the tax effects thereof, shall not be subject to question by any beneficiary.
3. The Trustee shall make such elections under the tax laws as the Trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by the Trustee.

ARTICLE VI – TRUST PROVISIONS WHILE GRANTOR IS LIVING

1. Income – During the lifetime of the Grantor, the Trustee may pay the income from the Trust Estate in convenient installments to the Grantor or otherwise as he may from time to time direct, and also such sums from principal as he may request at any time.

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2. Disability – If at any time the Grantor is unable to manage his affairs, the Trustee may use such sums from the income and principal of the Trust Estate as the Trustee deems necessary or advisable for the care, support, and comfort of the Grantor and any person dependant upon him, or for any other purpose the Trustee considers to be for the Grantor’s best interest, adding to principal any income not so used.

For purposes of this agreement, the Grantor shall be considered to be unable to manage his affairs if he is under a legal disability or by reason of illness or mental or physical disability is unable to give prompt and intelligent consideration to financial matters. The determination as to Grantor’s inability at any time shall be made by two licensed physicians, not related to the Grantor or any beneficiary of the trust created by this Declaration of Trust Agreement, who certify that he has become legally incapacitated. At the time such a determination is made, the Alternate Trustee shall become the Acting Trustee of this Living Trust. If the Alternate Trustee shall serve during the lifetime of the Grantor, the Alternate Trustee shall disburse from the Trust Estate such amounts as necessary for the Grantor’s complete care, support, and maintenance.

ARTICLE VII – TRUST ADMINISTRATION AFTER DEATH OF GRANTOR

1. Trust Estate – Upon the death of the Grantor, or the last surviving Grantor if more than one, the remaining Trust assets shall be distributed to the beneficiaries in the proportionate or allocable amounts as are specified in the schedule of beneficiaries, hereto annexed as Schedule B, as may then be in force.

If any beneficiary and the Grantor should die under such circumstances as would render it doubtful whether the beneficiary or the Grantor died first, then it shall be conclusively presumed for the purposes of this Trust that said beneficiary predeceased the Grantor.

Disclaimer by Beneficiary – Notwithstanding anything stated above, any beneficiary may disclaim his interest in the Trust Estate or any portion thereof at any time that he deems wise.

ARTICLE VIII – TRUST PROVISIONS

1. The following provisions shall apply to the Trust Estate and to each trust established under this Living Trust.
2. The Trustee shall hold, manage, care for, and protect the Trust Estate and shall have the following powers, except to the extent that they are inconsistent with those conferred by law:
 - a. To hold and retain any and all property, real, personal, or mixed, received from the Grantor's estate, or from any other source, regardless of any law or rule of court relating to diversification, or non-productivity, for such time as the Trustee shall deem best, and to dispose of such property by sale, exchange, or otherwise, as and when they shall deem advisable; not withstanding this provision or any other contained herein.

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- b. To sell, assign, exchange, transfer, partition and convey, or otherwise dispose of, any property, real, personal or mixed, which may be included in or may at any time become part of the Trust Estate, upon such terms and conditions as deemed advisable, at either public or private sale, including options and sales on credit and for the purpose of selling, assigning, exchanging, transferring, partitioning or conveying the same, to make, execute, acknowledge, and deliver any and all instruments of conveyance, deeds of trust, and assignments in such form and with such warranties and covenants as they may deem expedient and proper; and in the event of any sale, conveyance or other disposition of any Trust Estate, the purchaser shall not be obligated in any way to see the application of the purchase money or other consideration passing in connection therewith.
- c. To lease or rent and manage any or all of the real estate, which may be included in or at any time become a part of the Trust Estate, upon such terms and conditions deemed advisable, irrespective of whether the term of the lease shall exceed the period permitted by law or the probable period of any trust created hereby, and to review and modify such leases; and for purpose of leasing said real estate, to make, execute, acknowledge and deliver any and all instruments in such form and with such covenants and warranties as they may deem expedient and proper; and to make repairs, replacements, and improvements, structural and otherwise, of any property, and to charge the expense thereof in an equitable manner to principal or income, as deemed proper.
- d. To borrow money for any purpose in connection with said Trust created hereby, and to execute promissory notes or other obligations for amounts so borrowed, and to secure the payment of any such amounts by mortgage or pledge or any real or personal property, and to renew or extend the time of payment of any obligation, secured or unsecured, payable to or by any trust created hereby, for such periods of time as deemed advisable.
- e. To invest and reinvest or leave temporarily uninvested any or all of the funds of the Trust Estate as said Trustee in the Trustee's sole discretion may deem best, including investments in stocks, common and preferred, and common trust fund, without being restricted to those investments expressly approved by statute for investment by fiduciaries, and to change investments from realty to personality, and vice versa.
- f. To compromise, adjust, arbitrate, sue defend, abandon, or otherwise deal with and settle claims, in favor of or against the Trust Estate as the Trustee shall deem best and the Trustee's decision shall be conclusive.
- g. To determine in a fair and reasonable manner whether any part of the Trust Estate, or any addition or increment thereto be income or principal, or whether any cost, charge, expense, tax, or assessment shall be charged against income or principal, or partially against income and partially against principal.
- h. To engage and compensate, out of principal or income or both, as equitably determined, agents, accountants, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, custodians, investment counsel, and other assistants and advisors, and to do so without

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liability for any neglect, omission, misconduct, or default of any such agent or professional representative, provided he or she was selected and retained with reasonable care.

- i. To vote any stock, bonds, or other securities held by the Trust at any meetings of stockholders, bondholders, or other security holders and to delegate the power so to vote to attorneys-in-fact or proxies under power of attorney, restricted or unrestricted, and to join in or become a party to any organization, readjustment, voting trust, consideration or exchange, and to deposit securities with any persons, and to pay any fees incurred in connection therewith, and to charge the same to principal or income, as deemed proper, and to exercise all of the rights with regard to such securities.
- j. To purchase securities, real estate, or other property from the executor or other personal representatives of the Grantor's estate, the executor or other personal representative of the Grantor's spouse's estate, and the Trustee of any agreement or declaration executed by the Grantor during his/her lifetime under his/her last will in case his/her executors or Trustees are in need of cash, liquid assets, or income-producing assets with which to pay taxes, claims, or other estate or trust indebtedness, or in case such executors or Trustees are in need of such property to properly exercise and discharge their discretion with respect to distributions to beneficiaries as provided for under such bills, declarations, or agreements. Such purchase may be in cash or may be in exchange for other property of this Trust, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of said authority.
- k. To undertake such further acts as are incidental to any of the foregoing or are reasonably required to carry out the tenor, purpose and intent of the Trust.
- l. To make loans or advancements to the executor or other personal representative of the Grantor's estate, the executor or other personal representative of the Grantor's spouse's estate, and the Trustees of any agreement or declaration executed by the Grantor during his/her lifetime or under his/her last will in case such executors or Trustees are in need of cash for any reason. Such loans or advancements may be secured or unsecured, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of this authority.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

1. This Living Trust may be revoked, modified, or changed at any time during the lifetime of the Grantor.
2. When applicable, pronouns and relative words shall be read as plural, feminine, or gender neutral.
3. The headings used in this Living Trust are for identification and convenience only and are not to be considered in interpretation of the Trust.

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- 4. This Trust shall be exempt from registration under the California Probate Code.
- 5. Lastly, Grantor hereby revokes any and all former Living Trusts previous made by him.

Dated this _____ day of _____, 20_____.

("Signature")

Printed Name

This instrument, consisting of _____ pages, including this page and the page immediately following, was signed, sealed, published, and declared by _____ ("Grantor's Name") as his/her Living Trust on the above date in our presence. At his request, in his presence, and in the presence of each other, we have subscribed our names as witnesses and

_____ (Grantor's Name) has signed his name on this page and at the close of the provisions of the Living Trust.

("Witness Signature")

("Witness Signature")

("Printed Name")

("Printed Name")

Address: _____

Address: _____

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

We, _____, the Grantor, and _____

("Witness Name") and _____, ("Witness Name") the witnesses respectively, whose names are signed to the attached instrument, being duly sworn, declare to the

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undersigned Notary that the Grantor signed this instrument as his Living Trust and that he signed voluntarily. We also declare that at the Grantor’s request, in his presence, and in the presence of each other, the witnesses signed this instrument as the Grantor’s Living Trust and that to the best

of each witness’ knowledge, _____ (“Grantor’s Name”) was eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

 (“Grantor’s Signature”)

 (Witness’ Signature”)

 (“Witness’ Signature”)

On the ____ day of _____, 20____, before me, a Notary Public, personally appeared _____, (“Grantor’s Name”) to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be his free act and deed.

 (“Notary Public”)
 My Commission Expires: _____

ACCEPTANCE OF TRUSTEE

I hereby accept and will perform the duties of Trustee as outlined in the Living Trust of

_____, (“Grantor’s Name”).

Dated this ____ day of _____, 20 ____.

 (“Grantor’s Signature”)

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SCHEDULE A
Description of Property

The following assets are the Trust Estate of the Living Trust of _____,

("Grantor's Name") dated _____:

("Insert description of the property to be placed in the revocable trust.")

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SCHEDULE B
Description of Beneficiaries

The following assets are the Trust Estate of the Living Trust of _____,

("Grantor's Name") dated _____:

("Insert a listing of the beneficiaries and for each beneficiary, note the proportionate or allocable amount[s] each is to receive.")