

LAST WILL AND TESTAMENT OF

Effective Date: _____

1. **TESTATOR.** I, _____, with a mailing address of _____ (“Testator”), being of sound mind and not acting under duress or undue influence, do hereby make, publish, and declare this document to be my Last Will and Testament (“Will”), and hereby revoke any and all other wills and codicils heretofore made by me.

2. **MARITAL STATUS.** At the time of writing this Will, I declare the following marital status: (check one)

- Single
- Married to _____ (“Spouse”)
- Divorced
- Widowed

3. **CHILDREN.** At the time of writing this Will, I acknowledge the following children to be my offspring, adopted, or under my care: (check one)

- **No Children.**

- **____ Children:**

Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____

Hereinafter known as the “Children.”

4. **BENEFICIARIES.** I devise and bequeath my property, both real and personal, wherever situated, to:

Name: _____	Relation: _____
• Residual Estate Share: _____%	
Name: _____	Relation: _____
• Residual Estate Share: _____%	

Name: _____ Relation: _____
 • Residual Estate Share: _____ %
 Name: _____ Relation: _____
 • Residual Estate Share: _____ %
 Name: _____ Relation: _____
 • Residual Estate Share: _____ %
 Name: _____ Relation: _____
 • Residual Estate Share: _____ %

Hereinafter known as the “Beneficiaries.”

5. SPECIAL BEQUESTS. Special bequests are requests for specific property to be given to certain individuals, separate from the Residual Estate. This Will shall have: (check one)

- **No Special Bequests.** The entirety of my Residual Estate will be received by the Beneficiaries with no special bequests.
- **Special Bequests.** I wish to separate the following property from my Residual Estate to give to the following parties: (list below)
 Name: _____ Relation: _____
 • Property Given: _____
 Name: _____ Relation: _____
 • Property Given: _____
 Name: _____ Relation: _____
 • Property Given: _____

6. SPECIAL EXCLUSIONS. The following shall indicate any exclusions I intend to make under this Will: (check one)

- **No Exclusions.** The entirety of my Residual Estate will be received by the Beneficiaries named in this Will with no exclusions.
- **Excluded Individuals.**
 Name: _____ Relation: _____
 Name: _____ Relation: _____
 Name: _____ Relation: _____

7. PERSONAL REPRESENTATIVE. I appoint _____ with a mailing address of _____ (“Personal Representative”) to be my executor of this Will and exercise such legal powers and authority to:

- a) **Buy and Sell Property.** To purchase or sell assets, real estate, or tangible or intangible property.

- b) **Outstanding Expenses.** To settle all my debts, loans, mortgages, bills, outstanding expenses, or any other money owed be paid.
- c) **Taxes.** To file and pay federal, state, local, and any other taxes related to my death or the Estate, including inheritance taxes.
- d) **Property Management.** To control and decide the use of real estate.
- e) **Claims.** To resolve and negotiate active legal claims, lawsuits, or proceedings at the time of my death, in addition to claims brought against the Estate.
- f) **Division of Property.** To handle the division and separation of my Estate to its rightful Beneficiaries so that each party receives its equal share.
- g) **Hiring Consultants.** To use Estate funds to hire legal, financial, and any other professionals to assist in preserving the Estate's value.
- h) **Borrowing Money.** To borrow, pledge, mortgage, or post any property as collateral, and to make secured and unsecured loans. This includes making interest-free loans to Beneficiaries during the probate process.

Every action by the Personal Representative must be done in the best interest of the Estate. The Personal Representative is prohibited from benefitting financially in any way, directly or indirectly.

8. PERSONAL REPRESENTATIVE'S PAY. I agree that the Personal Representative shall receive: (check one)

- **No Compensation.** Under no circumstance shall the Personal Representative receive compensation or payment for their role in this Will.
- **Compensation.** The Personal Representative shall be compensated for their time and effort in performing the roles of this Will in the following manner:

Any payment or compensation shall continue until the Estate has been fully distributed. As part of their duties, the Personal Representative shall make every effort to accommodate and act as a mediator in any dispute brought against the Estate. Every effort shall be made by the Personal Representative to facilitate the probate process as efficiently as possible.

9. PREDECEASED PARTIES. If any of the Beneficiaries predecease me, their portion of the Residual Estate shall go to the: (check one)

- **Remaining Beneficiaries.** Any predeceased person's share of my Residual Estate shall flow equally to the remaining Beneficiaries.
- **Heirs at Law.** Any predeceased person's share of my Residual Estate shall flow equally to my heirs under state intestate succession laws, except any of those intentionally excluded from this Will in Section 6.
- **Other:**

10. TRUST (FOR CHILDREN). As part of this Will, there shall be: (check one)

- **No Testamentary Trust.**
- **A Testamentary Trust.** A Testamentary Trust ("Trust") is created for the beneficiaries mentioned herein under the age of ____ years old.

Hereinafter known as "Trust Beneficiaries" or "Trust Beneficiary."

a) **Trustee.** I appoint _____ with a mailing address of

("Trustee") to manage the Trust on behalf of the Trust Beneficiaries.

b) **2nd Trustee.** In addition to the Trustee: (check one)

- **No 2nd Trustee shall be appointed.**
- **A 2nd Trustee shall be appointed.** A secondary trustee named _____ with a mailing address of

("2nd Trustee") shall be appointed if the Trustee is not able to perform their respective duties under this Trust. In no way is the 2nd Trustee meant to serve as a "co-trustee." In the event the 2nd Trustee is to hold the position and replace the Trustee, they shall have the same powers and responsibilities mentioned herein.

c) **Bond.** The Trustee agrees to manage the Trust for the Trust Beneficiaries and to serve with without bond.

d) **Release of Residual Estate.** Upon reaching the age of ____ years old, the Trustee is required to release the Trust Beneficiary's Residual Estate.

- e) **Fair Treatment.** A Trust Beneficiary shall be treated the same as other Beneficiaries and receive their Residual Estate share value in accordance with this Will.
- f) **Trustee's Management.** Prior to releasing a Trust Beneficiary's Residual Estate, the Trustee has the right to deduct and make payments from the Residual Estate to the Trust Beneficiary's benefit for medical, educational, and other day-to-day living expenses. In addition, the Trustee is able to make payments to the caretaker of the Trust Beneficiary, such as a parent, guardian, conservator, or other qualified person, in accordance with the Uniform Transfers to Minors Act (UTMA).
- g) **Transfers.** The Trustee shall have the right to buy, sell, borrow, lend, mortgage, or exchange any property or real estate of the Trust Beneficiary's Residual Estate that is deemed to be in their best interest. This includes making loans to Beneficiaries without interest.
- h) **Right to Resign.** The Trustee shall have the right to resign from their position under the Trust by providing at least 30 days' written notice to all current Trust Beneficiaries, parents, caretakers, guardians, conservators, and any other caretakers or interested parties of the Trust.
- i) **Appointment of New Trustee.** If the Trustee or 2nd Trustee cannot conduct their duties, by their resignation, incapacitation, or any other reason that impairs their ability to perform at their position, then a new appointment shall be made to replace the Trustee. The individual to replace the Trustee can be decided by the current Trustee or by appointment by a local court in the jurisdiction of the Trust Beneficiaries.
- j) **Death of a Trust Beneficiary.** If a Trust Beneficiary dies before reaching the age to receive their entitled Residual Estate, said Residual Estate shall be equally distributed to the other Trust Beneficiaries. If there are no other Trust Beneficiaries, the Residual Estate share shall be equally distributed to the remaining Beneficiaries. If there are no other Beneficiaries, the Residual Estate share shall be equally distributed to the Heirs-at-Will as determined under Governing Law.
- k) **Protection from Creditors.** A Trust Beneficiary under the age of being able to receive their portion of the Residual Estate shall not be subject to creditors, legal liability, assignment, or seizure by any private, public, or government entity. If, in the Trustee's best judgment, they believe the Trust Beneficiary's portion of the Residual Estate is susceptible to any outside party, the Trustee is required to act in the best interest of the Trust Beneficiary.
- l) **Accounting.** The Trustee is required, on an annual basis or at the request of the Trust Beneficiaries, to provide an accounting of all assets, statements, and expenses to the portion of the Residual Estate held in a Trust.

11. GUARDIAN (FOR CHILDREN). As part of this Will, there shall be: (check one)

- **No Guardian.**

- **A Guardian Appointed.** I appoint _____ with a mailing address of _____ (“Guardian”) to act as a caretaker and accept legal guardianship for any of my minor children.

a) **2nd Guardian.** In addition to the Guardian: (check one)

- **No 2nd Guardian shall be appointed.**

- **A 2nd Guardian shall be appointed.** I appoint _____ with a mailing address of _____

_____ (“2nd Guardian”) if, for any reason, the Guardian is not able to act on behalf of my minor children for the duties mentioned herein. The 2nd Guardian is not meant to serve as a “co-guardian” and is only meant to act in the event of the resignation or incapacitation of the Guardian.

b) **Guardianship’s Duties.** The Guardian shall have the custodial responsibility and authority to make decisions concerning my minor children’s health, education, and welfare. The Guardian’s duties shall cease upon any child reaching adulthood under Governing Law.

12. PET DIRECTIVE. As part of this Will, there shall be: (check one)

- **No Pet Guardian.**

- **A Pet Guardian Appointed.** I appoint _____ with a mailing address of _____ (“Pet Guardian”) to act as a caretaker and accept legal guardianship for any of my pets.

a) **Compensation.** The Pet Guardian shall receive: (check one)

- **No Compensation.** The Pet Guardian shall be obligated to pay, out-of-pocket, for the expenses related to caring for my pets.

- **Compensation.** The Pet Guardian shall receive the following compensation for the care of my pets:

The compensation mentioned herein shall be considered separate from the Residual Estate.

- 13. SURVIVORSHIP.** No person shall be deemed to have survived me if such person shall die within thirty (30) days after my death. Any person who is prohibited by law from inheriting property from me shall be treated as having failed to survive me.
- 14. DIGITAL ASSETS.** I direct that my Personal Representative handle any digital assets I may have regarding social media profiles or any other online accounts.
- 15. BINDING ARRANGEMENT.** Any decision made by the Personal Representative regarding discretionary powers granted by this Will shall be final and binding on all persons interested. The Personal Representative shall in no manner be held liable for their acts unless said acts are a result of their own willful misconduct or gross negligence.
- 16. ASSIGNMENT.** The Beneficiaries shall be prohibited from having the right to sell, assign, transfer, pledge, or otherwise encumber their interest in any part of my Estate, either voluntarily or involuntarily, prior to its actual receipt. Any attempts to anticipate, alienate, or assign a bequest before distribution will be considered void.
- 17. GOVERNING LAW.** This document shall be governed by and under the laws of the State in which I reside at the time of my death.
- 18. "ESTATE" AND "RESIDUAL ESTATE."**
- m) **"Estate."** The term "Estate" shall encompass all assets I own at the time of my death, whether real or personal, tangible or intangible, wherever situated. This includes, but is not limited to, real property, personal property, bank accounts, stocks, bonds, retirement accounts, life insurance proceeds (where I have the power to designate a beneficiary), business interests, and all other assets and rights to assets; digital assets and accounts; and liabilities, debts, and obligations owed by me at the time of my death.
 - n) **"Residual Estate."** The term "Residual Estate" shall encompass all property, assets, and rights of whatsoever kind and wheresoever situated remaining in my Estate after the payment of all debts, funeral expenses, administration expenses, taxes, and the satisfaction of all specific and general legacies and bequests set forth in this Will.
- 19. SEVERABILITY.** In the event that any provision of this Will is deemed to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of the remaining provisions of this Will, all of which shall remain in full force and effect. Each provision of this Will is intended to be severable. Furthermore, if any provision of this Will is declared invalid, illegal, or unenforceable, the court may modify such provision to the extent necessary to

render it valid, legal, and enforceable, and to carry out what I believe to be my manifest intention.

20. ADDITIONAL REQUESTS.

21. EXECUTION. I hereby declare to have executed this instrument as my Will to be used in the event of my death. I signed willfully in the presence of the foregoing witnesses as a free and voluntary act.

Testator's Signature: _____ **Date:** _____

Print Name: _____

WITNESS ATTESTATION

We, the undersigned, certify that the foregoing instrument was completed on this day, and signed, published, and declared by the above-mentioned Testator. This Will was signed in our presence, and we, at the Testator's request, and in their presence and in the presence of each other, have subscribed our names as witnesses on the mentioned date. We declare under penalty of perjury that the statements in this attestation are true and correct to the best of our knowledge.

Witness #1

Witness's Signature: _____ Date: _____

Print Name: _____

Address: _____

Witness #2

Witness's Signature: _____ Date: _____

Print Name: _____

Address: _____