

## **<TESTATOR NAME> TESTAMENTARY TRUST**

I, **<Testator Name>**, residing the county of <county>, State of <State>, being of sound and disposing mind and memory, and not acting under duress, menace, fraud, or undue influence of any person whomsoever, do hereby make, ordain, publish, and declare this to be my Last Will and Testament, hereby expressly revoking all other and former Wills and Codicils to Wills heretofore made by me.

### **I. MARITAL AND FAMILY STATUS**

I declare that I am **<Testator Name>**; that I do not have any children.

### **II. STATEMENT OF INTENTION**

It is my intention to dispose of all my property at the time of my death which I have a right to dispose of by Will, including any property, real, personal or mixed, wheresoever situated and however held and any property over which I have power of appointment of which I may die seized or possessed.

### **III. PAYMENT OF DEBTS**

I hereby direct my Legal representative, hereinafter named, to pay all of my legal debts (except unmatured mortgages and/or trust deeds on real estate) and all expenses of my last illness, funeral, and burial, as well as all estate, inheritance, succession, or other death taxes imposed upon or in relation to any property required by any tax law to be included in my gross estate.

### **IV. DISPOSITION OF ENTIRE ESTATE**

I hereby give, devise, and bequeath my entire estate, of every kind or nature and wherever situated, including property over which I have power of appointment, to the Trustee hereinafter named, for the benefit of my heirs as beneficiaries, plus any afterborn or adopted children. Such Trust shall be known as the Children's Trust and shall be administered and distributed in accordance with the following provisions.

#### **A. Distribution of Income and principal Prior to Division**

Prior to division of the Children's Trust as provided for in Paragraph C hereafter, the children's Trust shall be a "Sprinkling Trust" with wide discretion in the Trustee to pay out such amounts of income from the Children's Trust as are necessary to support the children of the Trustor, or any of them, without requiring mandatory equality of distribution so that the varying needs of the various children can be recognized and met. The Trustee is directed to add any undistributed income to the principal. In addition to the foregoing, the Trustee may also distribute principal from the Sprinkling Trust which in the sole discretion of the Trustee is necessary to provide proper support.

#### **B. Advancements**

##### **1. Advancements**

The Children may, at any time, and upon successive occasions, by written instrument filed with the trustee, request an advancement or advancements on his or her ultimate anticipated share of the Children's Trust. If, in its sole discretion, the Trustee determines that the requested advancement or advancements will be used for a worthy objective and can be made without unduly diminishing the Trust Estate for the support of the other children, then the Trustee may make such advancement or advancements in whole or in part. As used herein, the term "worthy objectives" may include, but not be limited to, the purchase of a home appropriate to the needs

and circumstances of the Beneficiary, the acquisition of a business interest in keeping with the age, training, and experience of the Beneficiary, the acquisition of a business interest in needed for the support of the Beneficiary and his or her family, and further provided that there is reasonable probability of success in the judgment of the Trustee; and the continuance of the education of any beneficiary on a full time program in an institution of higher learning either on an undergraduate or graduate level or at a trade or vocational school, with expenses including, but not limited to, tuition, books, laboratory fees, room, board, and a reasonable spending allowance. The Trustee shall incur no liability or obligation to any Beneficiary or any other person by an exercise, or nonexercise, in good faith of its discretion hereunder.

## 2. Charge for Advancements

Any such advancement shall be taken into account and shall be deducted from the recipient's share of the Trust Estate upon the termination of the Sprinkling Trust, plus an annual interest charge at the rate of four per cent (4%) per annum. If the amount of the advancement exceeds the recipient's share of the Trust Estate upon termination of the Trust, or if the recipient dies before such termination, there shall be no liability upon the recipient or his or her estate, personal Representative, or heirs to repay any part of the advancement.

## C. Division and Distribution of Children's Trust

The Children's Trust shall be divided into equal shares with one (1) share for each of my named children then living and one (1) share for each such predeceased child who then has living issue.

The Trustee is then directed to distribute to each Beneficiary who has reached the age of twenty-one (21) years, their interest in the Trust Estate including any accumulations thereon.

Upon the termination of any share, if any assets are distributable to a person who has not yet attained the age of twenty-one (21) years, then the distributable share of such Beneficiary shall at once vest in him or her, but the Trustee, in its sole discretion, may continue to hold such distributable share until said Beneficiary attains the age of twenty-one (21) years, using so much of the income and/or principal thereof as may be necessary in the opinion of the Trustee for the support of such Beneficiary and paying to such Beneficiary the then remaining assets of his or her share upon his or her attaining the age of twenty-one (21) years. If the said Beneficiary dies prior to attaining the age of twenty-one (21) years, all the remaining assets of such individual's interest in the Trust share otherwise payable to him or her shall be paid to the estate of such Beneficiary.

In the event that all the above-named Beneficiaries shall fail to survive distribution, the I direct that the entire Trust Estate be distributed to the free of trust.

Any time that a Trust or Trust share created under this Agreement has, in the judgment of the Trustee, a value so low that the expenses of maintaining the Trust cannot be reasonably justified, the Trustee may, in its discretion, but is not required to, terminate such Trust or Trust share. In case of such termination, the Trustee shall distribute forthwith the share so terminated to the primary Beneficiaries thereof.

The Trust Estate shall terminate in any and all events not later than twenty-one (21) years after the death of the last surviving Beneficiary herein named who is living at the time of death of the Decedent, it being the intent of the Trustor that this Trust Agreement shall be interpreted so as to violate the Rule Against Perpetuities. The Trust Estate, upon such termination, shall be distributed to the Beneficiaries for whom, at that time, a share or subshare has been set aside, each such Beneficiary to receive his or her share or subshare and any accumulation thereon.

V. OMISSION OF HEIRS

I have intentionally omitted making provision for all of my heirs who are not specifically mentioned herein, and I generally and specifically disinherit each, any and all persons whomsoever claiming to be or who may lawfully be determined to be my heirs at law except such as are mentioned in this Will, and if any of such persons, or such heirs, or any devisees, or legatees or beneficiaries under this Will, or intended to so be, shall contest in any court any of the provisions of this instrument, or who shall not defend or assist in good faith in the defense of any or all such contests, then each and all such persons shall not be entitled to any devisees, legacies, or benefits under this Will or any Codicil thereto, and to each of such persons I hereby bequeath the sum of One Dollar (\$1.00) only.

VI. SAVINGS CLAUSE

Should any part, clause, provision, or condition of this Will be held to be void, invalid, or inoperative, then I direct that such invalidity shall not affect any other clause, provision, or condition hereof, but the remainder of this Will shall be effective as though such clause, provision, or condition had not been contained herein.

VII. APPOINTMENT OF LEGAL REPRESENTATIVE

I hereby nominate and appoint <Legal Rep>, as Legal Representative of this last Will and Testament without bond required. In the event the named Legal Representative shall predecease me or is unable or refuses to act as my Legal Representative for any reason whatsoever, then and in that event, I hereby nominate and appoint \_\_\_\_\_ to serve as Legal Representative without bond.

During the administration and probate of my estate, my Legal Representative shall have all the powers necessary to deal with my property in whatsoever manner as I might have. These powers specifically include, but are not limited to, the continuing power to sell, from time to time, any and all assets of my estate, whether real, personal or mixed, with or without notice at public or private sale, and to hold, manage, and operate any such property that I may own at my death, the profits or losses, if any, therefrom to inure or be chargeable respectively to my estate and not to my Legal Representative.

I further authorize my Legal Representative to continue to operate any private business owned by me at the time of my death, and to do any and all things deemed appropriate, including the right to incorporate any business and to put in additional capital for such time as shall seem advisable, without liability for loss for the continuance of the business, except for his or her own negligence; to close out and liquidate or sell the business as and when it shall seem advisable, and upon such terms as to the Legal Representative shall seem best; my Legal Representative is further authorized and directed to carry out the terms of any business agreements to which I may have been a party.

VIII. APPOINTEE OF TRUSTEE

I hereby nominate and appoint \_\_\_\_\_, as Trustee of all Trusts which are created under this Will without bond required. In the event that he shall predecease me or is unable or refuses to act as Trustee, then I nominate and appoint \_\_\_\_\_ to serve as Trustee hereunder without bond.

IX. POWERS OF TRUSTEE

The Trustee shall have the following powers, duties, and discretions in addition to those otherwise granted herein or by law and except as elsewhere herein specifically restricted.

#### A. Retention

The Trustee shall have the power to retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised, or bequeathed to the Trustee, although such property may not be of the character prescribed by the law or by the terms of this instrument for the investment of other Trust assets; and, although it represents a large percentage or all the Trust Estate, this said original property may accordingly be held as a permanent investment.

The Trustee shall have the power, with respect to any business interest that may become a part of the Trust Estate, whether organized as a sole proprietorship, partnership, or corporation, and upon such terms, for such time and in such manner as it may deem advisable, to hold, retain, and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom; to dissolve, liquidate, or sell at such time and upon such terms as the Trustee may deem advisable; to incorporate such business and hold the stock as an asset of the Trust Estate; to use the general assets of the trust for the purpose of the business; to borrow money for the business purposes and pledge or encumber the assets of the business or the other assets of the Trust Estate to secure the loan; to employ such officers, managers, employees, or agents as it may deem advisable in the management of such business, including electing directors, officers, or employees of the Trustee to take part in the management of such business as direct officers.

#### B. General Property Powers

The Trustee shall have all such powers and is authorized to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the Trust Estate as if the absolute owner thereof, including, without limiting the generality of the terms, the right to manage, control, sell, convey, exchange, partition, assign, divide, subdivide, improve, or repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the Trust concerned for any purpose, pooling and unitization agreements; to create restrictions, easements, and other servitude; to compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust; to institute, compromise, and defend actions and proceedings at the expense of the Trust Estate; and to carry such insurance as the Trustee may deem advisable.

#### C. Powers Regarding Securities

The Trustee shall have, respecting securities, all the rights, powers and privileges of an owner, including the right to vote stock, give proxies, pay assessments, and other sums deemed by the Trustee to be necessary for the protection of the Trust Estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and in connection therewith to deposit securities with, and transfer title to, any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to open an account with a brokerage firm of the choosing of the Trustee in the Trustee's name, in his or her own behalf, for the purpose of purchasing and selling of all kinds of securities and authorizing such brokerage firm to act upon any orders, including margin orders, options, both covered and uncovered, instructions with respect to such accounts and/or the delivery of securities or money therefrom received from said Trustee; and to retain as an investment any securities or other property received through the exercise of any of the foregoing powers. The Trustee is further authorized to sign, deliver and /or received any documents necessary to carry out the powers contained within this paragraph.

#### D. Exercise Stock Options

The Trustee is expressly authorized in the Trustee's sole discretion to exercise any option to purchase stock under any stock option purchase plan in which the Trustor is a participant or may hold such option right to the extent that any such option rights may be exercised by the Trustee even though the stock involved is stock of corporation which may be serving as corporate Trustee hereunder, regardless of the amount of such stock or the percentage of the Trust Estate which may be invested in such stock before or after any purchase under such option.

#### E. Investment Powers

##### 1. General

The Trustee has the power to invest and reinvest principal and income, to purchase or acquire therewith every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, shares in one or more mutual funds, in any Common Trust Funds administered by the Trustee, corporate obligations of every kind, and stock, preferred or common, which men of prudence, discretion, and intelligence acquire for their own account.

The Trustee is further authorized to buy, sell, trade in securities of any nature (including short sales) on margin, and for such purpose may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by him or her with such brokers as security for loans and advances made to the Trustee

##### 2 Life Insurance and Annuities

The Trustee is authorized in the Trustee's discretion to buy policies of life insurance and /or annuities on the life or for the benefit of any Trust Beneficiaries and to hold and pay for the same as an investment and assets of the Trust, at any time and upon successive occasions, the premiums to be charged against income or principal, as the trustee shall determine.

The Trustee shall have the following powers, duties, and discretions with respect to policies of life insurance held as a part of the Trust Estate:

- a. The Trustee may pay premiums, assessments, or other charges with respect to such policies together with all other charges upon such policies or otherwise required to preserve them as binding contracts, but shall be under no duty to do so.
- b. In the event that the Trustee intends not to pay any premium, assessment, or other charge with respect to any policy held by it, or otherwise intends to cancel, convert, or substantially modify any such policy, it shall first give the insured, or the guardian of the person of an insured under disability, at least fifteen (15) days advance written notice of its intentions to take such action.
- c. Any amounts received by the Trustee with respect to any policy as a dividend shall be treated as a principal.
- d. Upon the receipt of proof of death of any person whose life is insured for the benefit of any Trust hereunder, or upon maturity of any policy payable to a Trustee prior to the death of the insured, the Trustee shall collect all sums payable with respect thereto and shall thereafter

hold such sums as principal of the respective Trustee Estate, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income.

- e. The Trustee may accept any payments due it under any settlement arrangement made before or after the death of the insured and may exercise any rights available to it under such arrangement.

The Trustee may compromise, arbitrate or otherwise adjust claims upon any policies, and may, but shall not be required to exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds.

#### F. Determination of Income and Principal

The Trustee shall have the power and authority to determine income and principal, and how receipts and disbursements, including the fees of the Trustee, shall be credited, charged, or apportioned as between income and principal; however, all such determination shall be made in accordance with the law of the state of the situs of the Trust, and the decision and the accounts of the Trustee in accordance with said provisions shall be binding on all persons in interest.

Notwithstanding the foregoing, the Trustee shall: (1) allocate to principal all dividends or other payments made by any Corporation of mutual investment company that are designated by the company as a distribution of capital gain; (2) where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such a premium or discount by making an appropriate charge or credit to income as the case may be; and (3) charge income from time to time with a reasonable reserve for (a) depreciation of all income producing depreciable real or personal property, and capital improvements and extraordinary repairs on income-producing property; (b) depletion of all depletable natural resources; and (c) all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income Beneficiaries and remaindermen, vested or contingent, living and competent to act.

#### G. Borrow Money

The Trustee shall have the power to borrow money for any Trust purpose upon such terms and conditions as the Trustee may deem proper, and to obligate the Trust Estate for any repayment and to encumber the Trust Estate or any of its property by mortgage, deed of trust, pledge, or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable.

##### 1. To Trust

The Trustee shall have the power to, in the Trustee's discretion, advance funds to any Trust herein created for any Trust purpose, such advances with interest at current rates to be a first lien on and be repaid out of principal and as an expense of this Trust; and to reimburse the Trustee from principal or accumulated income for any loss or expense incurred by reason of the Trustee's ownership or holding of any property in this Trust.

##### 2. To Beneficiaries

The Trustee may, at any time and upon successive occasions, loan such sums to the Beneficiaries or any of them as the Trustee shall deem advisable and in the best interest of the Beneficiaries such loan or loans, if made, to bear interest at the prevailing rate and to be unsecured or

secured, as the Trustee may in the Trustee's discretion, direct. Provided, however, that the Trustee shall have wide discretion in the making of denying of any such loan, and the Trustee's judgement in the matter shall be conclusive and binding on any Beneficiary requesting any such loan.

#### H. Distributions to or for Minor or Incompetent

If at any time any Beneficiary entitled to receive income and/or principal hereunder shall be a minor or an incompetent or a person whom the Trustee deems to be unable, wisely or properly, to handle funds if paid to him or her directly, the Trustee may make any such payments, in the Trustee's discretion, in any one or more, or any combination of the following ways:

1. Directly to such Beneficiary, or
2. To the natural guardian or the legally appointed guardian, conservator, or other fiduciary of the person or estate of such Beneficiary or
3. To any person or organization furnishing support for such Beneficiary, or
4. By the Trustee retaining the principal and making expenditures directly for the support of such Beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied, and the receipt of such payment by the payee, shall be full acquittance to the Trustee. The decision of the Trustee as to direct payments or application of funds in the manner herein prescribed shall be conclusive and binding upon all parties in interest, if made in good faith. The Trustee is requested to make all such disbursements in a way calculated to dispense with the necessity of guardianship proceedings.

The Trustee may, in its sole and absolute discretion, require such reports and take such steps as it may deem requisite to assure and enforce the due application of such money to the purposes aforesaid.

#### I. Disbursement for Funeral and last Illness

The Trustee may pay for the last illness, funeral, and burial expenses of the Trustor or any other Beneficiary of this Trust unless adequate provision shall have been made therefor through his or her probate estate or otherwise.

#### J. Notification of Trustee

Until the trustee shall receive written notice of any birth, marriage, death, or other event upon which the right to payment from this Trust may depend, the Trustee shall incur no liability for disbursements or distribution made or omitted in good faith.

#### K. Division of Trust

In making the distributions to any Trust share created under this Agreement, the judgment of the Trustee concerning the valuation of assets distributed shall be binding and conclusive upon all Beneficiaries. The Trustee may distribute the shares to the various Trusts or to Beneficiaries by making distribution in cash, in kind, or partly in cash and partly in kind, or in undivided interests, in such manner as the Trustee in its sole and absolute discretion deems advisable. The Trustee may sell such property as it deems necessary to make any such division or distribution. The Trustee shall not be required to make physical division of the Trust property, except when necessary for the purposes of distribution, but may, in the Trustee's discretion, maintain and keep the assets of any separate trusts in one or more consolidated trust funds, and as to each consolidated trust fund, the division

into various shares comprising such trust fund need to be made only upon the Trustee's books of account, in which each separate trust shall be allotted its proportional share of the principal and income of the consolidated fund and shall be charged with its proportionate part of expenses thereof.

#### L. Provision for Taxes

Upon the death of the Trustor or any other Beneficiary, any estate, inheritance, succession, or other death taxes, duties, charges, or assessments, together with interest, penalties, costs, trustee's compensation, and attorney's fees which shall become due by reason of the Trust Estate or any interest therein being includable in the Estate of the Trustor or such other Beneficiary for such tax purposes, maybe paid from the Trust Estate by the Trustee, in its discretion, unless other adequate provision shall have been made therefor. The Trustee may make such payments direct, or to the Legal Representative, or other fiduciary of the Trustor, or such other Beneficiary and may rely upon the written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties, and other costs. The decision of the Trustee as to any such payments shall be conclusive and binding upon all parties interested in this Trust or such Estate. If the Trust Estate shall be then insufficient or if it be then terminated, the Trustee shall be reimbursed by the persons to whom the Trust Estate shall have been distributed, to the extent of the amount received by each distributee. The Trustee, before making distribution of either income or principal, may accordingly require a refunding agreement or may withhold distribution pending determination or release of any tax lien.

The Trustee is authorized to acquire by purchase, exchange, or otherwise, property, real, personal, or mixed from the Legal Representative or Administrator of the Estate of any Beneficiary of this Trust, even though such property may not be of a character prescribed by law or by the terms of the Trust instrument for the investment of trust funds and although the acquisition of such property may result in a large percentage or all of the Trust Estate being invested in one class of property. The Trustee is expressly authorized to retain the property so acquired so long as he or she shall deem this advisable and to make secured or unsecured loans to the Legal Representative or Administrator of such Estate upon such terms as he or she shall deem advisable, such procedures being authorized to the extent that they do not adversely affect or diminish the deduction available to the Estate. Such purchases or loans shall be without liability to the Trustee for loss resulting to the Trust Estate therefrom. In any dealings with the fiduciary of the Estate, the Trustee may rely upon the statement of such fiduciary as to all material fact.

#### M. Payment of Trust Expenses

The Trustee shall have the authority to pay all costs, charges, and expenses of the Trust Estate, together with reasonable compensation for the Trustee's service hereunder, including services in whole or partial distribution of the Trust estate; and to employ and compensate from the Trust Estate such agent, assistants, and attorneys as in the Trustee's judgment shall be necessary to protect and manage the Trust property.

#### N. Commence or Defend Litigation

The Trustee may commence or defend such litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable at the expense of the Trust.

#### O. Compromise Claims

The Trustee may compromise or otherwise adjust any claim or litigation against or in favor of the Trust.

P. Adjustment for Tax Consequences

The Trustee shall have the power, in the Trustee's absolute discretion, to take any action and to make any election to minimize the tax liabilities of this Trust and its Beneficiaries and to allocate the benefits among the various Beneficiaries and to make adjustments in the rights of any beneficiaries or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one Beneficiary or a group of Beneficiaries over others.

Q. Budget Income and Expenses

The Trustee shall have the power to budget the estimated annual income and expenses of the Trust or Trust share in such manner as to equalize s far as possible periodic income payments to Beneficiaries.

R. Interest

The Trustee shall not pay interest on any distributions required to be made in the Trust Agreement.

X. DEFINITIONS AND MISCELLANEOUS PROVISIONS

The administration of any Trust provided for herein shall be subject to the following general provisions.

A. Definitions

1. Children and Issue

The words "children" and "issue" as used herein shall include children and issue of children, legally adopted children, and lawful issue of legally adopted children. The word "living" shall include unborn persons in the period of gestation.

2. Support

The term "support" as used herein shall include proper support, maintenance, medical care, and career requirements including education at institutions of higher learning at both undergraduate and graduate levels, depending upon the abilities and ambitions of the respective Beneficiaries.

B. Annual Accounting

The Trustee shall render an annual accounting to the Beneficiary(ies) of the Trust not more than one hundred-twenty (120) days following the close of the fiscal year of the Trust.

C. Spendthrift Clause

The interest of the Beneficiaries in the principal and/or income of the Trust shall not be subject to the claim or claims of their creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

D. Partial Invalidity

If any provision of this instrument is void, invalid, or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect. If any Trust herein established exceeds the longest permissible period, it shall persist in its period for the longest period permissible, then terminate.

E. Headings

The headings in this instrument are for convenience only and are not part of the text.

F. Situs of Trust

The situs of the Trust shall be <county> county, <State>. The situs of the Trust may be transferred from <county> county, <State> to such other jurisdiction as the majority of the income Beneficiaries may designate, however, only upon written notice given to the Trustee.

G. Counterparts

This Agreement may be executed in any number of counterparts, and each shall constitute an original of one and the same instrument.

H. Trust Shares or Subshares

For purposes of simplicity, the Trustor has used in this Trust Agreement the terms “shares” and “subshares.” The Trustor intends, however, that each share or subshare shall be a separate Trust.

I. Number and Gender

As used in this Trust Agreement, the masculine, feminine, and neuter gender, and the plural and singular number shall each be deemed to include the others when the context so indicates.

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XI. EXECUTION OF WILL

I am making and executing this Will and retain the original and deposit the other with my attorney, \_\_\_\_\_, of \_\_\_\_\_, and I direct that either of said instruments be admitted to probate as my Last Will and Testament without order. So that there may be no presumption of revocation of this Will, in the event the original retained by me cannot be found after my death, I hereby declare that I will not at any time revoke this Will except by a later Will revoking the same, or by destruction of both copies thereof. The production after my death of either copy of this Will shall be prima facie evidence that said Will was in full force and effect at the time of my death unless there is produced a Will executed by me at a date subsequent hereto.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, and declared this to be my Last Will and Testament, and have requested the witnesses whose names appear below to act as witnesses to my signature and this instrument.

\_\_\_\_\_ Habitation at: \_\_\_\_\_ county, <State>

The foregoing instrument, consisting of \_\_\_\_\_ (\_\_\_\_) pages including the page signed by us as witnesses was, at the date hereof, by \_\_\_\_\_, signed as and declared to be his Will, in the presence of us who, at his request and in his presence, and in the presence of each other, having subscribed our names as witnesses thereto. Each of us observed the signing of this Will by \_\_\_\_\_ and by each other subscribing witness and knows that each signature is the true signature of the person whose name was signed.

Each of us is now of age and a competent witness and resides at the address set forth after his name.

We are acquainted with \_\_\_\_\_. At this time, he is over the age of eighteen (18) years, and to the best of our knowledge he is of sound mind and is not acting under duress, menace, fraud, misrepresentation, or undue influence.

We declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at (physical location) \_\_\_\_\_.

\_\_\_\_\_ Habitation at: \_\_\_\_\_ county, <State>

\_\_\_\_\_ Habitation at: \_\_\_\_\_ county, <State>

\_\_\_\_\_ Habitation at: \_\_\_\_\_ county, <State>