

REVOCABLE LIVING TRUST AGREEMENT

AGREEMENT made this day of 20

BETWEEN:

- (1) John Smith of Street Address, City, County, Florida (the "Grantor"), and
- (2) John Smith of Street Address, City, County, Florida (the "Trustee").

WHEREAS:

- A. The Grantor is the legal and beneficial owner of the property described in the Schedule attached hereto.
- B. The Grantor wishes to create a trust of certain property for his benefit and for the benefit of others, such property being described in the Schedule attached hereto and having been delivered this date to the Trustee of the trust created hereunder.
- C. **The clause has been deleted from this section for the sample review.**
- D. **The clause has been deleted from this section for the sample review.**

IT IS AGREED AS FOLLOWS:

In consideration of the mutual covenants set forth herein, and for other good and valuable consideration (receipt of which is hereby acknowledged), the Grantor and Trustee hereby agree as follows:

1. NAME OF THE TRUST

- 1.1 This trust shall be designated as the Thrust Name (the "Trust").

2. TRANSFER OF PROPERTY

- 2.1 The Grantor, in consideration of the acceptance by Trustee of the trust herein created, hereby conveys, transfers, assigns, and delivers to the Trustee the property described in the Schedule hereto (the "Trust Estate") to hold same on trust for the uses and purposes set out below and in accordance with the terms of this Agreement.
- 2.2 The Grantor, and any other persons, shall have the right at any time to add property acceptable to the Trustee to the Trust and such property, when received and accepted by the Trustee, shall become a part of the Trust Estate and shall be noted in the Schedule hereto.
- 2.3 **The clause has been deleted from this section for the sample review.**

3. DISPOSITION OF INCOME AND PRINCIPAL DURING THE LIFETIME OF THE GRANTOR

3.1 The Trustee shall manage, invest and hold 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:

3.1.1 The clause has been deleted from this section for the sample review.

3.1.2 The clause has been deleted from this section for the sample review.

3.1.3 The Grantor may at any time during his lifetime and from time to time, withdraw all or part of the principal of the Trust, free of trust, by delivering to the Trustee an instrument in writing duly signed by the Grantor describing the property or portion thereof to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey, assign, deliver and execute any document necessary and do every act or thing necessary to transfer to the Grantor, free from the provisions of this Trust, the property described in the said instrument.

3.1.4 In the event that the Grantor is deemed to be mentally incompetent (as determined in writing by a qualified medical doctor) and unable to manage his own affairs, or in the event that the Grantor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the reasonable opinion of the Successor Trustee, unable to properly handle his own affairs, then and in that event the Successor Trustee may during the Grantor's lifetime, in addition to the payments of income and principal for the benefit of the Grantor (including the medical care, comfortable maintenance and welfare of the Grantor), pay to or apply for the benefit of the Grantor's minor children and other dependents (if any), such sums from the net income and from the principal of this Trust in such shares and proportions as the Successor Trustee determines to be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Grantor's minor children and dependents taking into consideration, to the extent the Successor Trustee deems fit, any other income or resources of the Grantor's minor children and dependents known to the Successor Trustee.

3.1.5 The clause has been deleted from this section for the sample review.

4. DISTRIBUTION OF TRUST ESTATE FOLLOWING THE DEATH OF THE GRANTOR

4.1 After the death of the Grantor, the Successor Trustee shall promptly distribute the Trust Estate to the following persons (the "Beneficiaries") as follows:

4.1.1 The clause has been deleted from this section for the sample review

4.1.2 The clause has been deleted from this section for the sample review.

5. PROPERTY MANAGEMENT

- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]

minor Beneficiary for whom alternative property management provisions have not otherwise been made herein to the legal guardian or custodian of the Beneficiary upon production of such evidence by the said guardian or custodian to establish to the reasonable satisfaction of the Successor Trustee that such person stands as legal guardian or custodian to the said Beneficiary. Any such transfer shall be a good discharge of the Successor Trustee's obligations in that respect.

5.2.2 The clause has been deleted from this section for the sample review.

5.2.3 Notwithstanding anything herein to the contrary, the trusts created under this Clause 5 shall terminate not later than twenty-one (21) years after the death of the last Beneficiary named herein.

6. POWERS OF TRUSTEES

6.1 In addition to any powers granted under applicable law or otherwise, and not in limitation of such powers, but subject to any rights and powers which may be reserved expressly by the Grantor in this Agreement, the Trustee and any Successor Trustee validly acting hereunder (each a "trustee") shall have full power:

(i) to hold and retain any and all property, real, personal, or mixed, received from any other source for such time as the trustee shall deem fit, and to dispose of such property by sale, exchange, assignment, lease, licence or otherwise, as and when they shall deem fit;

(ii) The clause has been deleted from this section for the sample review.

(iii) to lease, licence, rent and manage any or all of the assets, real or personal, of the Trust Estate, upon such terms and conditions as the trustee in his/her absolute discretion deems fit; and for that purpose to make, execute, acknowledge and deliver any and all instruments, deeds and assignments in such form and with such warranties and covenants as the trustee may deem fit; and to make repairs, replacements, and improvements, structural and otherwise, to any property, and to charge the expense thereof in an equitable manner to the principal or income of the Trust Estate, as the trustee deem fit;

(iv) to borrow money for any purpose in connection with the Trust, 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 on 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 the trustee may deem fit;

(v) The clause has been deleted from this section for the sample review.

(vi) The clause has been deleted from this section for the sample review.

(vii) to compromise, adjust, arbitrate, sue, institute, defend, abandon, settle or otherwise deal with proceedings of any kind on behalf of or against the Trust or the Trust Estate as the

● [Redacted]

● [Redacted]

● [Redacted]

● [Redacted]

● [Redacted]



any time.

9.2 The clause has been deleted from this section for the sample review.

9.3 This Trust has been accepted by the Trustee and will be administered in the State of Florida and its validity, construction, and all rights hereunder shall be governed by the laws of that State and that State shall have exclusive jurisdiction to determine any disputes which may arise hereunder.

IN WITNESS WHEREOF, the Grantor and Trustee have executed this Agreement on the date above written.

Signature of Grantor

Signature of Trustee

Name of First Witness

Signature of First Witness

Name of Second Witness

Signature of Second Witness

SCHEDULE

1. Deatils of Assets being transferred to the trust will be placed here.

NOTARY AFFIDAVIT

STATE OF _____

COUNTY OF _____

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed the instrument. I certify under PENALTY OF PERJURY that the foregoing is true and correct.

Witness my hand and official seal.

Signature: _____

Print Name: _____

My commission expires on: _____

(Seal)

● 

● 

● 







- (vii) to compromise, adjust, arbitrate, sue, institute, defend, abandon, settle or otherwise deal with proceedings of any kind on behalf of or against the Trust or the trust estate as the trustee shall in his sole and absolute discretion deem fit;
- (viii) The clause has been deleted from this section for the sample review.
- (ix) The clause has been deleted from this section for the sample review.
- (x) to vote any stock, shares, bonds, securities or any other voting rights held by the Trust or attributable to the trust estate; and to delegate such voting power in such manner as the trustee may deem fit having regard to any legal requirements;
- (xi) The clause has been deleted from this section for the sample review.
- (xii) to engage in business with the trust estate property as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership, to the extent permitted by law; and to enter into such agreements and contracts as the trustee may deem necessary to regulate such businesses;
- (xiii) The clause has been deleted from this section for the sample review.
- (xiv) The clause has been deleted from this section for the sample review.
- (xv) The clause has been deleted from this section for the sample review.
- (xvi) 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.

The powers granted to the trustee above may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry them into effect.

No powers enumerated or accorded to trustee generally pursuant to law shall be construed to enable the grantor, or the trustee or any of them, or any other person, to sell, purchase, exchange, or otherwise deal with or dispose of all or any part of the corpus or income of the trusts for less than an adequate consideration in money or moneys worth, or to enable the grantor to

borrow all or any part of the corpus or income of the trusts, directly or indirectly, without adequate interest or security.

5. TAX IDENTIFICATION NUMBER

5.1 The clause has been deleted from this section for the sample review.

6. MANNER IN WHICH TITLE TO ASSETS SHOULD BE TAKEN

6.1 The clause has been deleted from this section for the sample review.

7. NO REVOCATIONS, MODIFICATIONS OR AMENDMENTS

7.1 The Trust is in full force and effect and has not been revoked, modified or amended in any manner that would cause the representations contained in this certification of trust to be incorrect.

8. SIGNED BY ALL CURRENTLY ACTING TRUSTEES

8.1 This Certification of Trust is being signed by all of the currently acting trustees of the Trust.

9. ACCURACY

9.1 This Certification of Trust is a true and accurate statement of the matters referred to herein.

10. RELIANCE ON THIS CERTIFICATION

10.1 Clause have been deleted from this section for the sample review.

I declare under penalty of perjury under the laws of the Florida that the foregoing is true and correct.

Dated this day of 20 .

FDGDFG FDGDFG

NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he executed the instrument.

WITNESS my hand and official seal.

Signature: _____

My commission expires on: _____

(Seal)