

**LAST WILL AND TESTAMENT
OF**

I, _____, of _____, California,
revoke my former Wills and Codicils and declare this to be my Last Will and Testament.

**ARTICLE I
IDENTIFICATION OF FAMILY**

I am married to _____ and all references in this Will to "my spouse" are references to _____.

The names of my children from my prior marriage are
_____. All references in this Will to "my children from my prior marriage" are references to the above-named children.

The names of my children from my current marriage are
_____. All references in this Will to "my children from my current marriage" are references to the above-named children and any children born to me or adopted by me after the signing of this Will.

**ARTICLE II
PAYMENT OF DEBTS AND EXPENSES**

I direct that my just debts, funeral expenses and expenses of last illness be first paid from my estate.

**ARTICLE III
DISPOSITION OF PROPERTY**

A. *Specific Bequests.* I direct that the following specific bequests be made from my estate.

1. _____ shall be distributed to
_____. If this beneficiary does not survive me this bequest shall be distributed with my residuary estate.

B. *Residuary Estate.* I direct that my residuary estate be distributed to the following beneficiaries in the percentages as shown:

0.00% - my Trustee of the "Trust for Children from my Prior Marriage", to be retained,

managed and distributed under the provisions of Article IV.

0.00% - my Trustee of the "Trust for Children from my Current Marriage", to be retained, managed and distributed under the provisions of Article V.

0.00% - my spouse, _____. If my spouse does not survive me, my spouse's share of the residuary estate shall be distributed proportionately to the other classes listed under this provision.

Percentage Total 0.00%

ARTICLE IV TRUST FOR CHILDREN FROM MY PRIOR MARRIAGE

A. Purpose. The primary purpose of this Trust is to provide for the health, support, maintenance, and education of my children from my prior marriage.

B. Use and Distribution. Until there is no living child of mine from my prior marriage under the age of 30 years, the Trustee shall pay to any child of mine or descendant of any deceased child of mine from my prior marriage, such sums from the income or principal as the Trustee deems advisable for such beneficiary's health, education, support, and maintenance. Any such payments need not be equal between or among my children from my prior marriage and descendants of deceased children from my prior marriage either as individuals or as separate groups, and their distributive shares shall not be charged for such distributions. In making such distributions, the Trustee shall take into consideration their respective needs and any and all other income and property that is known by the Trustee to be available to the beneficiaries for the above purposes. Any income not distributed shall be added to principal. When there is no living child of mine from my prior marriage under the age of 30 years, the Trustee shall divide the Trust into equal shares, one share for each then living child of mine from my prior marriage, and one share for the then living descendants, collectively, of each deceased child of mine from my prior marriage.

1. With respect to each share provided for a child of mine from my prior marriage then living:

- a. Because each child from my prior marriage has attained the age of 30 years, each child from my prior marriage shall have the right, by written request, to withdraw one-third in value of the remaining assets of such child's share then being held in trust.
- b. Each child from my prior marriage who has attained the age of 40 years, and each remaining child from my prior marriage upon attaining such age, shall have the right, by written request, to withdraw one-half of the remaining assets then being held in such child's share.
- c. Each child from my prior marriage who has attained the age of 50 years, and each

remaining child from my prior marriage upon attaining such age, shall have the right, by written request, to withdraw the remaining assets then being held in such child's share, and if that child does so withdraw the remaining assets, the Trust as to that share shall terminate.

d. The withdrawal rights described in paragraphs (a) and (b) shall be cumulative, so that if the child has already attained the age specified in paragraph (b) at my death, the child shall have the right to withdraw a total of two-thirds in value of the remaining assets then being held in that child's trust share. However in the event that the child does not make a request for a distribution within six months after attaining eligibility to do so, the amount of such distributions shall not be distributed by the Trustee except as either (i) a part of the next succeeding distribution, or (ii) as provided in paragraph (e).

e. Prior to final distribution to each child from my prior marriage, as provided in this section, the Trustee shall pay to each child from my prior marriage such sums from the income or principal of that child's share as the Trustee deems advisable for such child's health, education, support, and maintenance. Any income not distributed shall be added to principal.

f. If a child of mine from my prior marriage dies before receiving full distribution of such child's share, the remainder of such child's share shall be distributed by right of representation to such child's descendants, if any, or if none, by right of representation to my descendants. Each portion distributable to a descendant of mine for whom a trust share is being held under this Will shall be distributed to the Trustee of that share and become a part of that share.

2. With respect to each share provided for the then living descendants, collectively, of a deceased child of mine from my prior marriage, the Trustee shall distribute that share by right of representation to the descendants of the deceased child.

3. If no child of mine from my prior marriage survives to age 30 years, and if none of my children from my prior marriage have surviving descendants, the Trustee shall distribute the remaining Trust assets in the manner set forth in the paragraph "No Surviving Descendants."

4. Upon the death of a child of mine from my prior marriage under the circumstances contemplated by this section ("Use and Distribution"), the Trustee, in the Trustee's discretion, may pay the expenses of last illness, funeral, and related expenses of such deceased child from Trust assets.

5. Whenever income or principal is to be used for the benefit of a person under the age of eighteen (18) years or a person who in the judgment of the Trustee is incapable of managing such person's own affairs, the Trustee may make payment of such property in any or all of the following ways:

a. By paying such property to the parent, guardian, conservator, or other person having the care and control of such person for such person's benefit or to any

authorized person as custodian for such person under the Uniform Transfers to Minors Act or equivalent legislation.

b. By paying such property to the guardian, conservator or other person having the care and control of any incapacitated person.

c. By paying directly to any such beneficiary such sums as the Trustee may deem advisable as an allowance.

d. By expending such property in such other manner as the Trustee in its discretion believes will benefit any such beneficiary.

C. No Surviving Descendants. If at any time before final distribution of this Trust for Children from My Prior Marriage, there is not in existence anyone who is, or might become, entitled to receive benefits under the foregoing provisions of this Trust, then any portion of this Trust then remaining shall be paid over and distributed outright to my heirs-at-law, their identities and respective shares to be determined under the laws of the State of California, then in effect, relating to the succession of separate property that is not attributable to a predeceased spouse, as if I had died intestate at the time fixed for distribution under this provision.

D. Protection of Beneficiaries. The interest of any beneficiary under this Trust shall not be subject to assignment, anticipation, claims of creditors, or seizure by legal process. If the Trustee believes that the interest of any beneficiary is threatened to be diverted in any manner from the purposes of this Trust, the Trustee shall withhold the income and principal from distribution, and shall apply payment in the Trustee's discretion in such manner as the Trustee believes shall contribute to the health, support, maintenance, and education of the beneficiaries. When the Trustee is satisfied that such diversion is no longer effective or threatened, the Trustee may resume the distributions of income and principal authorized. If a separate Trust share had been designated for such beneficiary prior to such withholding by the Trustee, any undistributed income from such share shall be added to the principal of that beneficiary's share.

E. *Nomination of Trustee.* I nominate _____, of _____, _____, and _____, of _____, as Co-Trustees (the "Trustee"), without bond. If one of the above nominees does not serve for any reason, the remaining nominee shall serve as sole Trustee, without bond.

F. Additional Trustee Provisions. These additional provisions shall apply regarding the Trustee.

1. Resignation, Incapacity, or Death of the Trustee. Upon the resignation, incapacity, or death of the Trustee, _____, of _____, _____, is designated as the successor Trustee without bond. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement. For the purposes of this Trust,

"incapacity" means a legal disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability.

2. *Resignation of Trustee.* The Trustee, or any successor, may resign at any time by giving 60 days' written notice to all adult beneficiaries, and to a parent or guardian, if any, of each minor beneficiary of the Trust.

3. *Successor Trustee.* The beneficiaries to whom such notice of resignation is given shall designate a successor Trustee by written notice to the resigning Trustee within 45 days after receipt of the notice of resignation. If a successor Trustee is not so designated, the resigning Trustee shall have the right to secure the appointment of a successor Trustee by a court of competent jurisdiction, at the expense of the Trust. If a successor Trustee is appointed, such trustee shall be bound by, and subject to, the provisions of this Trust.

4. *Accounting.* The Trustee shall provide an accounting to the Beneficiary (or Beneficiaries) on at least a(n) quarterly basis. If a beneficiary has a "disability", the Trustee shall provide the accounting to a guardian or conservator of the beneficiary, if any.

5. *Bond.* Successor Trustees, other than those nominated in this Trust, shall serve without bond.

ARTICLE V TRUST FOR CHILDREN FROM MY CURRENT MARRIAGE

A. *Purpose.* The primary purpose of this Trust is to provide for the health, support, maintenance, and education of my children from my current marriage.

B. *Use and Distribution.* Until there is no living child of mine from my current marriage under the age of 30 years, the Trustee shall pay to any child of mine from my current marriage or descendant of any deceased child of mine from my current marriage, such sums from the income or principal as the Trustee deems advisable for such beneficiary's health, education, support, and maintenance. Any such payments need not be equal between or among my children from my current marriage and descendants of deceased children from my current marriage either as individuals or as separate groups, and their distributive shares shall not be charged for such distributions. In making such distributions, the Trustee shall take into consideration their respective needs and any and all other income and property that is known by the Trustee to be available to the beneficiaries for the above purposes. Any income not distributed shall be added to principal. When there is no living child of mine from my current marriage under the age of 30 years, the Trustee shall divide the Trust into equal shares, one share for each then living child of mine from my current marriage, and one share for the then living descendants, collectively, of each deceased child of mine from my current marriage.

1. With respect to each share provided for a child of mine from my current marriage then living:

a. Because each child from my current marriage has attained the age of 30 years, each child from my current marriage shall have the right, by written request, to withdraw one-third in value of the remaining assets of such child's share then being held in trust.

b. Each child from my current marriage who has attained the age of 40 years, and each remaining child from my current marriage upon attaining such age, shall have the right, by written request, to withdraw one-half of the remaining assets then being held in such child's share.

c. Each child from my current marriage who has attained the age of 50 years, and each remaining child from my current marriage upon attaining such age, shall have the right, by written request, to withdraw the remaining assets then being held in such child's share, and if that child does so withdraw the remaining assets, the Trust as to that share shall terminate.

d. The withdrawal rights described in paragraphs (a) and (b) shall be cumulative, so that if the child has already attained the age specified in paragraph (b) at my death, the child shall have the right to withdraw a total of two-thirds in value of the remaining assets then being held in that child's trust share. However in the event that the child does not make a request for a distribution within six months after attaining eligibility to do so, the amount of such distributions shall not be distributed by the Trustee except as either (i) a part of the next succeeding distribution, or (ii) provided in paragraph (e).

e. Prior to final distribution to each child from my current marriage, as provided in this section, the Trustee shall pay to each child from my current marriage such sums from the income or principal of that child's share as the Trustee deems advisable for such child's health, education, support, and maintenance. Any income not distributed shall be added to principal.

f. If a child of mine from my current marriage dies before receiving full distribution of such child's share, the remainder of such child's share shall be distributed by right of representation to such child's descendants, if any, or if none, by right of representation to my descendants. Each portion distributable to a descendant of mine for whom a trust share is being held under this Will shall be distributed to the Trustee of that share and become a part of that share.

2. With respect to each share provided for the then living descendants, collectively, of a deceased child of mine from my current marriage, the Trustee shall distribute that share by right of representation to the descendants of the deceased child.

3. If no child of mine from my current marriage survives to age 30 years, and if none of my children from my current marriage have surviving descendants, the Trustee shall distribute the remaining Trust assets in the manner set forth in the paragraph "No Surviving Descendants."

4. Upon the death of a child of mine from my current marriage under the circumstances

contemplated by this section ("Use and Distribution"), the Trustee, in the Trustee's discretion, may pay the expenses of last illness, funeral, and related expenses of such deceased child from Trust assets.

5. Whenever income or principal is to be used for the benefit of a person under the age of eighteen (18) years or a person who in the judgment of the Trustee is incapable of managing such person's own affairs, the Trustee may make payment of such property in any or all of the following ways:

- a. By paying such property to the parent, guardian, conservator, or other person having the care and control of such person for such person's benefit or to any authorized person as custodian for such person under the Uniform Transfers to Minors Act or equivalent legislation.
- b. By paying such property to the guardian, conservator or other person having the care and control of any incapacitated person.
- c. By paying directly to any such beneficiary such sums as the Trustee may deem advisable as an allowance.
- d. By expending such property in such other manner as the Trustee in its discretion believes will benefit any such beneficiary.

C. No Surviving Descendants. If at any time before final distribution of this Trust for Children From My Current Marriage, there is not in existence anyone who is, or might become, entitled to receive benefits under the foregoing provisions of this Trust, then any portion of this Trust then remaining shall be paid over and distributed outright to my heirs-at-law, their identities and respective shares to be determined under the laws of the State of California, then in effect, relating to the succession of separate property that is not attributable to a predeceased spouse, as if I had died intestate at the time fixed for distribution under this provision.

D. Protection of Beneficiaries. The interest of any beneficiary under this Trust shall not be subject to assignment, anticipation, claims of creditors, or seizure by legal process. If the Trustee believes that the interest of any beneficiary is threatened to be diverted in any manner from the purposes of this Trust, the Trustee shall withhold the income and principal from distribution, and shall apply payment in the Trustee's discretion in such manner as the Trustee believes shall contribute to the health, support, maintenance, and education of the beneficiaries. When the Trustee is satisfied that such diversion is no longer effective or threatened, the Trustee may resume the distributions of income and principal authorized. If a separate Trust share had been designated for such beneficiary prior to such withholding by the Trustee, any undistributed income from such share shall be added to the principal of that beneficiary's share.

E. Nomination of Trustee. I nominate _____, of _____, _____, and _____, of _____,

_____, as Co-Trustees (the "Trustee"), without bond. If one of the above nominees does not serve for any reason, the remaining nominee shall serve as sole Trustee, without bond.

F. Additional Trustee Provisions. These additional provisions shall apply regarding the Trustee.

1. *Resignation, Incapacity, or Death of the Trustee.* Upon the resignation, incapacity, or death of the Trustee, _____, of _____, _____, is designated as the successor Trustee without bond. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement. For the purposes of this Trust, "incapacity" means a legal disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability.

2. *Resignation of Trustee.* The Trustee, or any successor, may resign at any time by giving 60 days' written notice to all adult beneficiaries, and to a parent or guardian, if any, of each minor beneficiary of the Trust.

3. *Successor Trustee.* The beneficiaries to whom such notice of resignation is given shall designate a successor Trustee by written notice to the resigning Trustee within 45 days after receipt of the notice of resignation. If a successor Trustee is not so designated, the resigning Trustee shall have the right to secure the appointment of a successor Trustee by a court of competent jurisdiction, at the expense of the Trust. If a successor Trustee is appointed, such trustee shall be bound by, and subject to, the provisions of this Trust.

4. *Accounting.* The Trustee shall provide an accounting to the Beneficiary (or Beneficiaries) on at least a(n) quarterly basis. If a beneficiary has a "disability", the Trustee shall provide the accounting to a guardian or conservator of the beneficiary, if any.

5. *Bond.* Successor Trustees, other than those nominated in this Trust, shall serve without bond.

ARTICLE VI NOMINATION OF EXECUTOR

I nominate _____, of _____, _____, as the Executor, without bond or security. If such person or entity does not serve for any reason, I nominate _____, of _____, _____, to be the Executor, without bond or security.

ARTICLE VII

NOMINATION OF GUARDIAN

Should it become necessary to appoint a guardian of the person of a minor child, I nominate _____, of _____, _____, to serve as the Guardian of my surviving children who are minors at the time of my death. If such person is unable to serve as Guardian, I nominate _____, of _____, _____, to serve as the Guardian.

ARTICLE VIII EXECUTOR AND TRUSTEE POWERS

My Executor, with respect to my estate, and my Trustee(s) with respect to my trust(s), in addition to other powers and authority granted by law or necessary or appropriate for proper administration, shall have the following rights, powers, and authority without order of court and without notice to anyone:

A. Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the estate and trust assets, and collect and apply the income, profits, and principal of the estate and trust in accordance with the terms of this instrument.

B. Receive Additional Assets. To receive additional assets from other sources, including assets received under the Wills of other persons.

C. Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Executor and Trustee are authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

D. Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, for as long as the Executor or Trustee deems advisable.

E. Dispose of or Encumber Assets. To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

F. Settle Claims. To compromise, settle, or abandon claims in favor of or against the estate or trust.

G. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

H. Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Executor or Trustee may appear to be proper.

I. Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the estate or trust.

J. Distribute Property. To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by the Executor or Trustee, and the judgment of either in such respect shall be binding upon all interested parties.

K. Enter Contracts. To bind the estate or trust by contracts or agreements without assuming individual liability for such contracts.

L. Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the estate or trust.

M. Duration of Powers. To continue to exercise the powers provided in this Article notwithstanding the termination of the trust until all the assets of the trust have been distributed.

N. Hold Trust Assets as a Single Fund. To hold the assets of the trust, shares, or portions of the trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trustee for accounting purposes.

O. Compensation. To receive reasonable compensation for their services under this Will and be exonerated from and to pay all reasonable expenses and charges of the estate and trust.

P. Loans to Beneficiaries. To make loans to any trust beneficiary for the purpose of providing the beneficiary with the funds necessary to take advantage of exceptional business opportunities; to make loans to trust beneficiaries to provide for the needs of the beneficiaries and their families.

Q. Methods of Distribution. To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary; (b) directly for the maintenance, welfare and education of the beneficiary; (c) to the legal or natural guardian of the beneficiary; or (d) to anyone who at the time shall have custody and care of the person of the beneficiary. The Executor or Trustee shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of the Executor or Trustee.

R. Informal Administration. My Executor shall have the right to administer my estate using "informal", "unsupervised", or "independent" probate or equivalent legislation designed to operate without unnecessary intervention by the probate court.

ARTICLE IX MISCELLANEOUS PROVISIONS

A. Paragraph Titles and Gender. The titles given to the paragraphs of this Will are inserted for reference purposes only and are not to be considered as forming a part of this Will in interpreting its provisions. All words used in this Will in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child" and "children", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

B. Thirty Day Survival Requirement. For the purposes of determining the appropriate distributions under this Will, no person shall be deemed to have survived me unless such person is also surviving on the thirtieth day after the date of my death.

C. Common Disaster. If my spouse and I die under circumstances such that there is no clear or convincing evidence as to the order of our deaths, or if it is difficult or impractical to determine which person survived the death of the other person, it shall, for the purpose of distribution of my life insurance, property passing under any Trust or other contracts, if any, and property passing under this Will, be conclusively presumed that I survived the death of my spouse.

D. Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of my estate or any trust estate, and my estate or the trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions of the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the trust property.

E. Beneficiary Disputes. If any bequest requires that the bequest be distributed between or among two or more beneficiaries, the specific items of property comprising the respective shares shall be determined by such beneficiaries if they can agree, and if not, by my Executor.

IN WITNESS WHEREOF, I have subscribed my name below, this ____ day of _____, _____.

We, the undersigned, hereby certify that the above instrument, which consists of ____ pages, including the page(s) which contain the witness signatures, was signed in our sight and presence by _____ (the "Testator"), who declared this instrument to be the Testator's Last Will and Testament and we, at the Testator's request and in the Testator's sight and presence, and in the sight and presence of each other, do hereby subscribe our names as witnesses on the date shown above.

Witness Signature: _____

Name: _____
City: _____
State: _____

Witness Signature: _____

Name: _____
City: _____
State: _____

AFFIDAVIT

I, _____, the Testator, sign my name to this instrument this _____ day of _____, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Will and that I sign it willingly in the presence of the undersigned witnesses, that I execute it as my free and voluntary act for the purposes expressed in the Will, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Testator Signature: _____

We, _____ and _____, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as the Testator's will and that the Testator signs it willingly in our presence, and that the Testator executes it as the Testator's free and voluntary act for the purposes expressed in the will, and that each of us, in the presence and hearing of the Testator, at the Testator's request, and in the presence of each other, hereby signs this will, on the date of the instrument, as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind and memory, and under no constraint or undue influence, and the witnesses are of adult age and otherwise competent to be witnesses.

Witness Signature: _____

Name: _____
City: _____
State: _____

Witness Signature: _____

Name: _____
City: _____
State: _____

STATE OF CALIFORNIA
COUNTY OF _____

Subscribed, sworn to and acknowledged before me by
_____, the Testator; and subscribed and sworn to before me
by _____ and _____
, witnesses, this _____ day of _____, _____.

Notary public, or other officer
authorized to take and certify
acknowledgments and administer oaths

Final Checklist for Will - Remarried with Minor Children

Willmaker: _____

May 17, 2007

Make It Legal

_____ This Will is not valid unless it is signed by a Willmaker who is of "sound mind" and of the minimum age or older for this state. In most states, the minimum age is 18. Some states permit an individual below the minimum age to sign a will if the person is married or in the military. Being of "sound mind" requires that the Willmaker: (a) know that he or she is signing a will, (b) know the general nature and extent of his or her property, and (c) know the descendants or other relatives that would ordinarily be expected to share in the estate.

_____ The Will should be signed by _____ in the presence of three DISINTERESTED adult witnesses and a notary public. Many states require only two witnesses, but the signature of a third witness provides some protection against the possibility that one of the witness' signature will be invalid for some reason. For example, a person should not be a witness if that person is a beneficiary under the Will. In most states, if a beneficiary's signature is counted in order to satisfy the minimum number of witnesses, then the Will is not necessarily invalidated, but that "interested witness" may not receive a share of the estate any larger than if the Willmaker had died without a will.

_____ All of the witnesses must watch _____ sign this Will. _____ should verbally declare that the document is intended to be his or her Last Will and Testament, but the witnesses need not read the Will or know of its contents.

_____ Each witness must sign his or her name with the Willmaker and the other witnesses present. The witnesses should be satisfied that the Willmaker willingly signed the document as his or her free and voluntary act, and that the Willmaker was of full age and sound mind.

_____ _____ should initial on the bottom margin of each page of the Will. This is done to prevent the subsequent substitution of pages. To print out a line for initials at the bottom of each page of your document, choose "Preferences" from the "View" menu, click on the "Print" tab and mark the appropriate checkbox.

_____ The date should be filled in wherever requested, using the date on which the actual signing takes place. This step could become essential to the validity of the Will (for example, if this Will revokes an earlier Will).

_____ The number of total pages in the Will should be indicated, including the page(s) on which the witness signature lines appear. The page with the affidavit, if included, should not

be counted because the affidavit is not a part of the Will itself.

Attachments

_____ The self-proving affidavit ("Proof of Will" in some states) is a document which should be signed and attached to the end of the Will, and which contains the Willmaker's acknowledgment and the affidavit of the witnesses, made before a person authorized to take acknowledgments and administer oaths. The affidavit recites that the requisite formalities were observed in signing the Will.

Although attaching the affidavit has nothing to do with the legality of the Will itself, it can speed the admission of the Will to probate after the death of the Willmaker because it eliminates the need to have a witness appear at the probate proceeding to testify that the formalities in signing the Will were followed. The witnesses may not be available later when they are needed. A self-proved Will may be admitted to probate without additional witnesses or affidavits, but it is still subject to contest on such grounds as undue influence, lack of testamentary capacity, or prior revocation.

Some states do not recognize the self-proving option. Therefore, the affidavit will be of no use in those states. However, including the affidavit in those states will not invalidate the Will.

Copies

- * The original of the Will should be kept in a secure location such as a safe deposit box at a bank, because only the signed original can be probated. A copy could be kept in the Willmaker's home files.
- * The Willmaker may wish to provide a copy to his or her lawyer, or possibly to the person named as Executor. However, before distributing such copies, the Willmaker should consider that it may become awkward to retrieve them later, should the Willmaker decide to modify the Will and/or change the designation of Executor.

When to Consult a Lawyer

- * If the Willmaker is unable to sign due to physical disability, another person may be able to sign on behalf of the Willmaker, in the Willmaker's presence, and at the express direction of the Willmaker. However, this document does not provide the necessary language for another person to sign for the Willmaker. For assistance with this procedure, a lawyer should be contacted.

Other Information

- * This Will does not dispose of property which passes on the death of the Willmaker to a person by operation of law or by any contract. For example, the Will does not dispose of joint tenancy assets or the Willmaker's spouse's share of community property, and it does not

normally apply to proceeds of life insurance on the Willmaker's life or to his or her retirement plan benefits.

- * This Will is not designed to reduce taxes. The tax results of the choices made in this Will should be discussed with a competent tax advisor.
- * In most states, the Will cannot be changed by adding, deleting, or modifying words on the face of the Will. Such changes are usually disregarded. When changes are desired, it is recommended that the Will be revoked by signing a new Will which expressly revokes the former Will. For example, if the Willmaker marries or divorces after the Will is signed, he or she should make and sign a new will.

Reasons to Update

- * A change in marital status.
- * A move to another state.
- * A significant change in financial status.
- * A significant change in tax laws.
- * The death of a beneficiary. For example, your spouse.
- * A desire to add or change beneficiaries.
- * The death or incapacity of a named executor, guardian, or trustee.