

Legal Note: The Documents here are provided for your information and that of your immediate family only. You are not permitted to copy any document provided to you. Each of these Documents provided are intended as general assistance in simple legal matters only. No document is intended to be used for any item, transaction, or other matter, where the total value of the item, transaction or matter is worth more than \$ 5,000.00. You are not authorized to use any document for any transaction which is in excess of \$ 5,000.00 in value or is not a simple matter. As a guideline to the meaning of simple, consider the following: if you can complete the document without any questions, it is likely a simple matter. However, if you need to ask any questions, you should consult with your Plan attorney. Do not speculate about completion of the blanks in this matter.

The information provided in the documents, and the instructions provided with each document are not intended to constitute legal advice. These documents are intended to assist consumers in protecting themselves in certain simple transactions, without incurring expensive attorneys fees. If you need legal advice, Plan Attorneys will be happy to provide a free legal consultation, at no cost, to you as a Plan member. Understand that if you contact a Plan Attorney, he/she may not advise you as to how to complete your documents. They may only be retained to prepare documents for you which they deem to be proper in your situation.

Certain documents can be completed with either a pen or a typewriter, unless indicated otherwise in the specific instructions. **You should not make changes or alterations to any documents, once you have completed the document.** You must complete a new document fully, even if you wish to make any changes, even a small change. If you make any changes to a document, you cannot be sure that the change conforms to legal requirements. For example, changes to a will, in some circumstances, may void the entire will, even if you intended to make the changes. Thus, it is a safer practice to make a new document, if you intend to make any changes.

If there are blanks which are not used or which contain no information, place an X, or a line through the blank. This ensures that no person can make unauthorized modifications to a document, by simply completing the blanks, and changing the entire crux of the document.

Certain documents may require a notary. Notaries are certified by each state, and can only operate in the states in which they are licensed to operate. An invalid notary may invalidate your document. Notaries serve the purpose of verifying that the signature of the person signing the document, is in fact, the person claiming to have signed the document. Certain institutions require a notary, even when state law does not. Be sure to check with the parties with whom you are dealing to see if they will require a notary. Banks often require notaries.

If you believe that you must record a document, you should consult with a Plan Attorney. No document provided here is intended for recording, and any such document must be prepared by a Plan Attorney. We have not included certain documents, despite repeated requests, because these documents require the skill and expertise of an attorney. These include trusts, deeds, Mortgages, Escrow Agreements and other documents. Always consult a Plan Attorney before drafting one of these documents on your own.

**POUR - OVER WILL
LAST WILL AND TESTAMENT
OF**

I, _____, of _____ (city), _____ (state), revoke my former Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I

PAYMENT OF DEBTS AND EXPENSES

I direct that my just debts, funeral expenses and expenses of last illness be paid as provided under the _____ Living Trust.

**ARTICLE II
DISPOSITION OF PROPERTY**

All of the property that I own at my death, or which shall become payable to my estate or my personal representatives, and any property that I have the power to dispose of under my Will shall be distributed to the Trustee of the _____ Living Trust to be administered and distributed as provided under that trust.

**ARTICLE III
NOMINATION OF EXECUTOR**

I nominate _____, of _____,
_____, and _____,
of _____, _____, as Co-Executors, with bond.

If one of the above nominees does not serve for any reason, the remaining nominee shall serve as sole Executor with bond.

**ARTICLE IV
NOMINATION OF GUARDIAN**

If my spouse fails to survive me, I nominate _____,
of _____, _____, and
_____, of _____,
_____, to serve as Co-Guardians of my surviving children who are minors
at the time of my death. If the above nominees are unable to serve as Guardians together, I
nominate _____, of _____,
_____, to serve as the sole Guardian.

**ARTICLE V
EXECUTOR POWERS**

My executor, in addition to other powers and authority granted by law or necessary or appropriate for proper administration, shall have the right and power to lease, sell, mortgage, or otherwise encumber any real or personal property that may be included in my estate, without order of court and without notice to anyone.

IN WITNESS WHEREOF, I have subscribed my name below, this _____ day of _____, 20____.

Signature

Print name

OR

_____ signing on behalf of _____ in the presence of _____, and at the express direction 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 his\her 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 and addresses as witnesses on the date shown above.

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Signature: _____

Witness Name: _____

Witness Address: _____

