

**Information & Instructions: Trusts generally**

**PREVIEW**

1. A Trust allows one party, the Trustee, to hold legal title to a grantor or Trustor's property and manage that property for the use and benefit of a third party, the beneficiary.
2. The property is conveyed to the Trustee by a party known as the Trustor or settlor.
3. The purpose of a Trust relationship is to obtain the benefits, income and principal without holding legal title to the property or having the responsibility for the management of the property.
4. The Trustee is required to manage the Trust property pursuant to the express terms of the Trust agreement.
5. Requirements for a Trust:
  - a. A Trust may be created by delivering Trust property to the Trustee with the intention of creating a Trust.
  - b. A written document should be prepared and signed by the Trustor identifying the property to be included in the Trust and the terms of the management of the Trust property.
6. See the following statutory authority for Trusts and Trustees, including but not limited to, conveyance by Trustees and the payment of monies to Trustees, in the Texas Property Code.

Title 9, Trusts: **THIS DOCUMENT**

Chapter 101, provisions generally applicable to Trusts;

Chapters 111 through 115, Texas Trust Act, Creation, Operation and Termination of Trusts;

Chapter 121, Employee's Trust;

Chapter 122, Charitable Trust;

Title 10, Miscellaneous Beneficial Property Interests

Chapter 141, for references applicable to gifts to minors,

Chapter 181, Powers of Appointment.

**THANK YOU**

**LegalFormsForTexas.Com**

**Information & Instructions: Inter vivos trusts**

# PREVIEW

1. The purpose of an inter vivos Trust is to convey title to property to the intended beneficiaries while the grantor or Trustor is alive. The physical transfer of legal title to the Trustor's property occurs during the Trustor's lifetime.
2. The inter vivos Trust may be revocable or irrevocable, depending upon the Trustor's desires and tax considerations.
3. Inter vivos Trusts are frequently used for estate planning purposes, e.g., to convey legal title to property to persons of a lower income tax bracket than the Trustor.
4. The Trustor may reserve to himself or herself the proceeds or income from the property placed in Trust for the Trustor's life, with the ownership of the property being conveyed to the Trust.
5. A common example is as follows: A spouse places his or her producing properties, real estate or stock into a Trust and reserves the income from the same for life. Upon death, the income is distributed to the surviving spouse and upon the surviving spouse's death the income and principal are distributed to their children.

**PLEASE DO NOT COPY**

## THIS DOCUMENT

## THANK YOU

**[LegalFormsForTexas.Com](http://LegalFormsForTexas.Com)**

Information & Instructions: ~~Opening a new trust- Trust information form~~

**PREVIEW**

1. Use this client intake form to obtain the information necessary to draft a trust.

**Form: Opening a new trust- Trust information form**

**TRUST INFORMATION FORM**

Date: \_\_\_\_\_

Testator's name on birth certificate: \_\_\_\_\_

Usual Name: \_\_\_\_\_

**PLEASE DO NOT COPY**  
Alias, nicknames, or other names testator has been known by: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Age: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

**THIS DOCUMENT**

Identity of Testator's Family:

Spouse:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Age: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

**THANK YOU**

Previous spouse

**LegalFormsForTexas.Com**

Name: \_\_\_\_\_

**PREVIEW**

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Age: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Children and stepchildren:

**PLEASE DO NOT COPY**

Address: \_\_\_\_\_

Birth date: \_\_\_\_\_

Identity of Deceased Children:

Name: \_\_\_\_\_

Birth date: \_\_\_\_\_

Disposition of Property:

**THIS DOCUMENT**

Specific Bequests: [list]

Property to Spouse: [list]

Property to go to Children if Spouse is Deceased: \_\_\_\_\_

Per Stirpes: \_\_\_\_\_ or Per Capita: \_\_\_\_\_

Other Beneficiaries:

Name: \_\_\_\_\_

**THANK YOU**

Address: \_\_\_\_\_

Independent Executor/Executrix:

First Choice:

**LegalFormsForTexas.Com**

Name: \_\_\_\_\_

Address: ~~\_\_\_\_\_~~ **PREVIEW**

Phone No.: \_\_\_\_\_

Second Choice:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

~~Third Choice:~~ **PLEASE DO NOT COPY**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Guardian:

First Choice:

Name: ~~\_\_\_\_\_~~ **THIS DOCUMENT**

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Second Choice:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: ~~\_\_\_\_\_~~ **THANK YOU**

Third Choice:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**LegalFormsForTexas.Com**  
Phone No.: \_\_\_\_\_

Date Trust Instrument Executed \_\_\_\_\_

**PREVIEW**

Place of Execution: \_\_\_\_\_

Location of Original Trust Instrument: \_\_\_\_\_

Date Client given letters of instruction: \_\_\_\_\_

Trust Tax and Trust Terms:

Name of Notary: \_\_\_\_\_

Date Notary commission expires \_\_\_\_\_

Other: \_\_\_\_\_

**PLEASE DO NOT COPY**

**THIS DOCUMENT**

**THANK YOU**

**[LegalFormsForTexas.Com](http://LegalFormsForTexas.Com)**

**Information & Instructions: Inter vivos trust**

# PREVIEW

1. The following inter vivos Trust is designed for use where a Trustor or settlor desires to convey property to his or her children or grandchildren for the use and benefit of the children's education. The gift is irrevocable.

2. The inter vivos Trust form contains the following general provisions:

Paragraph 1 states the creation of the Trust.

Paragraph 2 provides for the division of Trust property into separate funds and division of income from the Trust.

Paragraph 3 states the intervals at which net income should be payable to beneficiaries.

Paragraph 4 allows the Trustee to distribute the principal or corpus of the Trust.

Paragraph 5 states the provisions applicable to termination of the Trust.

Paragraph 5.02 requires the beneficiaries to attain the age of 21 prior to dissolving the Trust.

Paragraph 6 contains a spendthrift clause which prohibits the beneficiaries from assigning, pledging or encumbering their interest in the Trust property.

Paragraph 7 states that the Trust shall comply with the rule against perpetuities.

Paragraph 8 states the powers and duties of the Trustee. The Trustee is given broad powers over and above those specified in the Texas Trust Code.

Paragraph 9 appoints the Trustee.

Paragraph 10 contains general provisions which allow the Trustor to convey additional property to the Trust and defines terms used in the agreement.

The Trust contains a signature clause for the Trustor and an affidavit for the Trustor.

# THANK YOU

**LegalFormsForTexas.Com**

Form: Inter vivos trust

# PREVIEW

## INTER VIVOS TRUST

State of Texas

County of \_\_\_\_\_

This Trust Agreement is entered into on \_\_\_\_\_, by and between [name of grantor], "Grantor", and [name of Trustee], "Trustee".

### 1. Creation of the Trust

1.1 For the consideration and purposes and subject to the terms, provisions, conditions and limitations contained in this instrument, Grantor has irrevocably conveyed, assigned, transferred and delivered to Trustee full and complete title to the property described in Exhibit "A" attached to this instrument, "Trust Property", the receipt of which is acknowledged by Trustee. Grantor reserves the right to [himself or herself] and to any other party, from time to time, by deed, will or in any other manner to add to the principal of the Trust or Trusts created by this instrument, and any property so added shall be held, administered, paid and delivered as part of the Trusts to which that property has been added.

1.2 To have and to hold all and singular the above described property, and all other properties, real, personal or mixed, which Grantor or any other person may at any time add or cause to be added to this Trust in any manner together with all and singular the rights, appurtenances and hereditaments to the same belonging or in anywise incident or pertaining thereto, to the Trustee and the Trustee's successors or substitutes in Trust, nevertheless, for the uses, purposes and beneficiaries, and subject to, upon and with all the terms, conditions, privileges, rights and powers, as set forth by this instrument.

### 2. Division of Trust Property Into Separate Funds

2.1 The Trustee shall divide the Trust Property equally into [Number] separate Trust funds, one of which Trust funds to be held for the primary benefit of [name of beneficiary] and to be described as the [name of Trust], and the other(s) to be held for the primary benefit of [name or names of beneficiaries] and to be described as the [name or names of Trusts], and the Trustee shall hold, manage, and control each share as a separate Trust in accordance with the terms and provisions set forth in this instrument.

2.2 The Trustee shall collect income and receive funds and after deducting all expenses incident to administration of the Trusts, shall dispose of the principal and net income of the Trusts as follows:

a. The Trustee shall pay the net income of the [Name] TRUST, as often as the Trustee deems advisable to [name of beneficiary] so long as [he or she] shall live pursuant to the terms detailed below.

**LegalFormsForTexas.Com**



b. The Trustee shall pay the net income of the [name] TRUST, as often as the Trustee deems advisable, to [name of beneficiary] so long as [he or she] shall live pursuant to the terms detailed below.

### 3. INCOME DISTRIBUTIONS

3.1 The Trustee shall distribute at those intervals as it may determine to the beneficiaries so much of the net income of the Trusts that will in the sole opinion of the Trustee adequately provide for their education, health, support and maintenance in accordance with their station in life.

3.2 Any income not distributed shall be accumulated and added to the corpus of the Trust.

3.3 Any distributions made under this provision need not be equal among beneficiaries and shall not be charged against their respective shares of the Trust.

### 4. CORPUS DISTRIBUTIONS

4.1 If at any time during the term of this Trust the net income which is distributed under the terms of this instrument, together with other income from other sources which may be available for those purposes, shall not be adequate in the opinion of the Trustee for the proper and appropriate education, health, maintenance and support in accordance with the station in life of any beneficiary of the Trust to whom income is distributable at the time of the particular distribution, the Trustee, in the Trustee's absolute and sole discretion, may supplement the same liberally and generously out of the corpus of the Trust to such extent and in such manner as the Trustee may deem necessary or appropriate for said purposes, and the amount of such supplemental distribution shall not be charged against the share if any, of the particular beneficiary of the Trust receiving the same.

4.2 If, in the sole opinion and discretion of the Trustee, one of the beneficiaries of the Trust shall incur extraordinary expenses due to illness, the Trustee shall have the right to invade the other beneficiaries' shares of the Trust funds to aid that beneficiary.

### 5. TERMINATION

5.1 As each beneficiary under this instrument has attained twenty-one (21) years of age, the Trustee shall distribute the balance of the then remaining corpus and undistributed income to that beneficiary, but if none of the beneficiaries is then living, the Trust funds shall be distributed to the deceased beneficiaries' heirs at law determined as of the time of the distribution under the Texas laws of descent and distribution.

5.2 If at the termination of this Trust as provided for in Paragraph 5.1 above, the issue of any beneficiary entitled to distribution of a portion of this Trust shall not have attained the age of twenty-one (21) this portion shall be retained in trust and distributed to him or her in fee simple and free of Trust upon attaining that age.

**PREVIEW**

5.3 So long as a share of the Trust is held in Trust for a beneficiary under the provisions of Paragraph 5.2 above, the Trustee shall distribute to that beneficiary so much of the Trust income and corpus as the Trustee shall determine to be necessary to provide for the comfort, happiness, health, education, maintenance or support of that beneficiary. Distribution of the entire corpus of a share is authorized if the Trustee shall determine the distribution shall be to the best interest of the beneficiary in accordance with the foregoing standard or because the share is so small that continued administration in Trust is no longer economical.

## 6. SPENDTHRIFT CLAUSE

6.1 No beneficiary of the Trust shall have the right or power to anticipate, by assignment or otherwise, any income or corpus given to the beneficiary by this Will, nor in advance of actually receiving the same, have the right or power to sell, transfer, encumber or in any way change the income or corpus, nor shall that income or corpus or any portion of the income or corpus be subject to any execution, garnishment, attachment, insolvency, bankruptcy, or legal proceeding of any character, or legal sequestration, levy or sale, or in any event or manner be applicable or subject, voluntarily or involuntarily, to the payment of that beneficiary's debts.

## 7. MAXIMUM DURATION

7.1 Anything in this Trust to the contrary notwithstanding, I direct that the Trust created under this instrument shall in all events terminate not later than twenty-one (21) years from and after the death of the survivor of my beneficiaries and all of my issue living at the time of my death. I further direct that as to any property at any time a part of the Trust as to which under the laws of any state applicable to trusts of that property the Trust is required to be terminated at any time prior to its normal termination pursuant to the provisions of this Trust, the Trust as to that particular property shall terminate at the time required by the laws of the state. Upon that termination of the Trust in whole or in part, as the case may be, the corpus and undistributed income of the Trust, or the assets and property as to which the Trust is terminated, shall be delivered and distributed in fee simple and free of Trust into those persons who would be entitled to the corpus and undistributed income as if the expiration of the term were a termination of the Trust under the preceding provisions of this Instrument.

## 8. POWERS AND DUTIES OF TRUSTEE

8.1 Any Trustee serving under this instrument shall act independently of control by any court and shall be under all of the duties and shall have all of the powers provided for Trustees by the Texas Property Code, as it now reads or as it may be amended; provided, that if the Texas Property Code conflicts with the express provisions of this agreement, the provisions of this instrument shall control.

8.2 The Trustee shall determine what is income and what is principal of each Trust created under this Trust Agreement, and what expenses, costs, taxes, and charges of any kind whatsoever shall be charged against income and what shall be charged against principal in accordance with

the applicable statutes of the State of Texas as they now exist and may from time to time be enacted, amended, or repealed.

**PREVIEW**

8.3 No Trustee appointed under this Trust Agreement shall at any time be held liable for any action of default of the Trustee or the Trustee's agent or of any other person in connection with the administration of the Trust Estate, unless caused by the Trustee's own gross negligence or by willful commission by it of an act in breach of Trust. In making any distribution and in taking any action whatsoever under this instrument, the Trustee may rely and shall be fully protected in relying upon any notice, certificate, affidavit, or any other paper or document believed by the Trustee to be genuine, or upon any evidence deemed by the Trustee to be sufficient. The Trustee shall be protected and saved harmless in making any payments made in good faith, and without actual notice or knowledge of any changed condition or status of any person receiving payments upon a condition, and the Trustee shall not be held responsible or accountable for the use and application of any payment or distribution made in good faith.

**PLEASE DO NOT COPY**

8.4 In addition to the powers granted to my Trustee, I have and under the Texas Property Code and specifically not intending to limit my Trustee's powers granted in this instrument, but in addition, I hereby specifically authorize my Trustee to perform the following powers and duties:

- a. Investments: To invest and reinvest in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, preferred or common.
- b. Management of Securities: To exercise, respecting securities held in the Trust estate, all the rights, powers, and privileges of an owner including, but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed by the Trustee 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 those terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee.
- c. Form of Ownership of Trust Property: To hold securities or other Trust property in the name of the Trust as Trustee under this Trust agreement.
- d. Business Interests: To continue and operate, to sell or to liquidate, as the Trustee deems advisable at the risk of the Trust estate, any business or partnership interests received by the Trust estate.

**THIS DOCUMENT**

**THANK YOU**

**LegalFormsForTexas.Com**

- e. Sell and Exchange: To sell for cash or on deferred payments and on those terms and conditions as are deemed appropriate by the Trustee whether at public or private sale, to exchange, and to convey any property of the Trust estate.
- f. Lease: To lease any real or personal property of the Trust estate for any purpose for terms within or extending beyond the duration of the Trust.
- g. Property Management: To manage, control, improve, and repair real and personal property belonging to the Trust estate.
- h. Development of Property: To partition, divide, subdivide, assign, develop, and improve any Trust property; to make or obtain the vacation of plats and adjust boundaries or to adjust differences in valuation on exchange or partition by giving or accepting consideration; and to dedicate land or easement to public use with or without consideration.
- i. Repair, Alter, Demolish, and Erect: To make ordinary and extraordinary repairs and alterations in building or other Trust property, to demolish any improvements, to raise party walls or buildings, and to erect new party walls or buildings as the Trustee deems advisable.
- j. Borrowing and Encumbering: To borrow money for any Trust purpose from any person, firm, or corporation, on the terms and conditions deemed appropriate by the Trustee and to obligate the Trust estate for repayment; to encumber the Trust estate or any of its property by mortgage, deed of Trust, pledge, or otherwise, using whatever procedure to consummate the transaction deemed advisable by the Trustee; to replace, renew, and extend any encumbrance and to pay loans or other obligations of the Trust estate deemed advisable by the Trustee.
- k. Natural Resources: To enter into oil, gas, liquid or gaseous hydrocarbon, sulfur, metal and any and all other natural resource leases on terms deemed advisable by the Trustee, and to enter into any pooling, unitization, repressurization, community, and other types of agreements relating to the exploration, development, operation, and conservation of properties containing minerals or other natural resources; to drill, mine, and otherwise operate for the development of oil, gas and other minerals; to contract for the development of oil, gas and other minerals; to contract for the installation and operation of absorption and repressuring plants; and to install and maintain pipelines.
- l. Insurance: To procure and carry at the expense of the Trust estate insurance of the kinds, forms, and amounts deemed advisable by the Trustee to protect the Trust estate and the Trustee against any hazard.
- m. Enforcement of Hypothecations: To enforce any deed of Trust, mortgage, or pledge held by the Trust estate and to purchase at any sale under that instrument any property subject to any hypothecation.

# PREVIEW

- n. Extending Time of Payment of Obligations: To extend the time of payment of any note or other obligation held in the Trust estate, including accrued or future interests, in the discretion of the Trustee.
- o. Adjustment of Claim: To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the Trust estate.
- p. Litigation: To commence or defend at the expense of the Trust estate any litigation affecting the Trust or any property of the Trust estate deemed advisable by the Trustee.

# PLEASE DO NOT COPY

Administrative Expense: To pay all taxes, assessments, and all other expenses incurred in the collection, care, administration, and protection of the Trust estate.

- r. Employment of Attorneys, Advisors, and Other Agents: To employ any attorney, investment advisor, accountant, broker, tax specialist, or any other agent deemed necessary in the discretion of the Trustee; and to pay from the Trust estate reasonable compensation for all services performed by any of them.
- s. Termination by Trustee of Small Trust: To terminate in the discretion of the Trustee the Trust held for the beneficiary if the fair market value of the Trust at any time becomes less than \$ 1,000 and, regardless of the age of the income beneficiary, to distribute the principal and any accrued or undistributed net income to the beneficiary or to his or her guardian, conservator, or other fiduciary.
- t. Partitions: The Trustee shall have the power to make all partitions and divisions contemplated by this Will. The actual partitions and divisions made by the Trustee shall be binding and conclusive upon all interested parties. Any partitions, divisions or distributions may be made by allocating assets and property proportionately in kind or by allocating undivided interests in those assets or property in kind.
- u. Distributions and Applications: All distributions and all uses and applications of Trust funds, either income or principal, may be made directly to or expended for the benefit of the person entitled to the distributions without the intervention of any legal guardian or other legal representative. The Trustee may pay any income or principal distribution to or for the benefit of a beneficiary including but not limited to the following methods:

- i. Directly to the beneficiary;

ii. To the legal or a legal guardian or person having custody of the beneficiary; or

**LegalFormsForTexas.Com**

# THIS DOCUMENT

# THANK YOU

iii Directly for the maintenance or support of the beneficiary.

v. Liability of Third Party: No purchaser at any sale made by the Trustee or persons dealing with the Trustee under this instrument shall be obligated to see the application of any money or property paid or delivered to the Trustee. No person dealing with the Trustee other than the beneficiaries shall be obligated to inquire into the expediency or propriety of any transaction or of the authority of the Trustee to enter into and consummate the same upon those terms as they may deem advisable.

w. Records: The Trustee shall keep complete and accurate books of account of the Trust, the Trust property and all transactions pertaining to the Trust. These records shall be available for inspection at all times during business hours by any beneficiary, or by any person or persons designated by any one of them. The Trustee shall make annual statements showing the itemized receipts and disbursements of the income and principal of each Trust, and otherwise reflecting the condition of the Trust, and shall furnish copies of the statements to the beneficiaries of the Trust. When there is a Corporate Trustee, it shall have custody of all assets, books and records of the Trust.

## 9. FIDUCIARY APPOINTMENTS

9.1 I appoint [name of primary appointee], to act as Trustee of the Trust established by this instrument. If [name of primary appointee] dies, resigns, becomes incapacitated or otherwise ceases to act, I appoint [name of secondary appointee] to act in his or her place as Trustee of the Trust established by this instrument. If [name of secondary appointee] cannot accept this appointment, I designate my attorney, [name], as Trustee.

9.2 No individual fiduciary Trustee shall receive any compensation for serving under this Trust and no bond shall be required of my Trustee.

9.3 All corporate fiduciaries shall receive fair and reasonable compensation for services rendered in any amount not exceeding the customary and prevailing charges for services of a similar character at the time and at the place the services are performed, and all my fiduciaries shall be reimbursed for the reasonable costs and expenses incurred in connection with their fiduciary duties.

9.4 Unless another meaning is clearly indicated or required by context or circumstances, the term "Executor" shall mean and include any independent Executor or any alternate or successor while serving as the personal representative of my estate, and the term "Trustee" shall mean and include any Co-Trustee or successor while serving under this instrument.

9.5 Any Trustee may resign as to any Trust created by this Trust by giving at least [thirty] days' written notice unless, waiving the person receiving the notice, or the beneficiary of the Trust, provides, however, that if the person entitled to receive notice is a minor or an

incompetent, the notice shall be delivered to the minor's parents or guardian or to the incompetent's guardian.

**PREVIEW**

9.6 If, in the opinion of the Trustee named pursuant to the above provision, it should ever become uneconomical for the Trustee or the corporate fiduciary to act or to continue to act as Trustee of any Trust created by this Will because of the small size of the Trust, the Trustee may resign or refuse to serve as Trustee and appoint an individual as alternate or successor Trustee, if the Trusteeship is vacant.

9.7 If any bank or Trust company or other corporation ever succeeds to the Trust business of any corporate fiduciary serving under this instrument by means of merger, consolidation, change of name, or any other form of reorganization, or if the corporate fiduciary ever transfers all of its existing business of serving as a fiduciary to any other bank or Trust company or corporation, then the successor bank or Trust company or corporation shall hereupon without further action succeed the corporate fiduciary in each appointment under this instrument as if originally named the corporate fiduciary.

**PLEASE DO NOT COPY**

## 10. GENERAL PROVISIONS

10.1 Any person shall have the right, from time to time, to grant, transfer or convey, either by inter vivos transfer or by Will, to my Trustee any additional property as that person shall desire to become a part of the Trusts created and, subject to acceptance by my Trustee, the additional property shall be allocated to the Trusts on the basis specified in the instrument by which the property is transferred, and shall thereafter be held, administered and distributed by my Trustee in accordance with the provisions of this Will.

**THIS DOCUMENT**

10.2 References in this Trust to "descendant", "descendants", "children" or "issue" mean lawful lineal blood descendants of the first, second, or any other degree of the ancestor designated; provided, however, that the references shall include, with respect to any provision of this Trust, descendants who have been conceived at any specific point in time relevant to that provision and who thereafter survive birth; and provided further that an adopted child and the adopted child's lawful lineal descendants by blood or adoption shall be considered under my Trust as lawful lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents, provided the adoption occurs prior to such adopted child's [eighteenth] birthday.

10.3 References in this Trust to my "heirs at law" are to those persons who take upon intestacy under the statutes of descent and distribution of the State of Texas relating to separate personality.

**THANK YOU**

10.4 Where context and circumstances require, the gender of all words used in this Trust shall include the masculine, feminine and neuter, and the singular of all words shall include the plural and the plural the singular.

10.5 This Trust Agreement has been executed in the State of Texas, and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of the State of Texas. If any part, clause, provision, or condition of this Trust

**LegalFormsForTexas.Com**

Agreement is held to be void, invalid, or inoperative, that voidness, invalidity, or inoperativeness shall not affect any other clause, provision, or condition of this Trust Agreement; but the remainder of this Trust Agreement shall be effective as though the clause, provision, or condition had not been contained in this Trust Agreement.

**PREVIEW**

10.6 My Trustee may seek and obtain Court instructions for the purpose of carrying out as nearly as may be possible the intention of this Trust Agreement as shown by the terms of this Agreement, including the term held invalid, illegal, or inoperative.

10.7 To the same extent as if it were the original, anyone may rely on a copy of this Trust Agreement certified by a notary public to be a true copy of this Trust Agreement. Anyone may rely on any statement of fact certified by anyone who appears from the original Trust Agreement or a certified copy thereof to be a Trustee under the terms of this Agreement.

10.8 The Grantor relinquishes all right to alter, amend, revoke or terminate this agreement.

**PLEASE DO NOT COPY**

Signed on \_\_\_\_\_.

\_\_\_\_\_  
Trustor

\_\_\_\_\_  
Grantor

**THIS DOCUMENT**

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**THANK YOU**

\_\_\_\_\_  
Notary's typed or printed name

My commission expires: \_\_\_\_\_

[or Notary's Stamp]

**LegalFormsForTexas.Com**