

Instructions

Introduction

If you are a parent, and you don't have a will, this document is for you. It will make it as easy as possible for you to establish a legal will. You should want this, because:

1. It will ensure your children are taken care of, by the best person available, according to your best judgment, if you and their other parent die. **You owe that to your children.**
2. It will make life much, MUCH easier on whoever has to deal with your death, administratively.

If you have children, and you don't have a will, don't wait. **Start right now.**

Overview

This is an *opinionated* will template for parents. It tries to minimize the number of choices you need to make, so it is as easy as possible for you to establish a will. That means that if you use it unaltered, it makes many choices for you because they're probably good choices in most cases.

But you are free to alter this in any way, to meet your needs! Remember that this is **your** will; you are establishing a will, and you are responsible for what it says.

The general structure is that your spouse (if you have one) inherits, followed by your children (if you don't have a spouse or they are already dead). It also establishes a guardian for your children, if you and their other parent are dead, and they aren't yet adults. It also establishes a trust for their inheritance, so they don't receive all the money all at once, and puts the guardian in charge of the trust, with broad discretionary powers to spend and distribute the money as they see fit.

Understand that I (the author of this template) am not a lawyer, and I make no representation that his will is actually suitable for you. You have to make your own decisions about what is best for you. I offer this template just as a courtesy, to try to help more kids be protected by a good will.

If you have any questions about this, or suggestions for improvement, please email me at [narthur-will \[at\] rainskit dot com](mailto:narthur-will@rainskit.com). I will probably try to help you - but I make no promises about responsiveness. In general, my advice is: don't worry too much about it being perfect. If your current standard is "no will" then having "some will" is probably much better.

What to do

1. [Click here](#) to make a copy of this document. Work from the copy, from here forward.
2. Decide who you want as the **guardian** for your children (and trustee of the inheritance), if both parents are dead. The guardian should be a single named person, even if they're currently married - don't name both partners in a relationship. Also choose a second person, in case the first person can't or won't do it. You should notify these people and be sure they are willing to do it.
3. Decide who you want as the **executor** of your will, i.e. the person who has to deal with all the administrative work after you die. Typically this will be your spouse, if you are married. Also choose a second person, in case the first person can't or won't do it. These could be the same people as the guardians, but they don't have to be. You should notify these people and be sure they are willing to do it.
4. Find the other "tabs" in this Google Doc - one for the Will, one for the Affidavit, and one for the Digital Assets. The Will and Affidavit are the legal documents you will need to sign (eventually).
5. Find all the **yellow (general)**, **blue (spouse)**, and **green (children)** highlights, on the other three tabs, and fill them in or adjust them to your liking. Remove the highlights once you have done so.
 - a. If you don't have a spouse, delete or alter any of the places that mention your spouse. (Look for the **blue highlights**.)
 - b. If you have a different number of children, just change the parts that list your children to be correct for you. (Look for the **green highlights**.)
6. **Read the entire will** and be sure it is what you want. Remember that this is **your** will and you are responsible for what it says. It is a legal document that you will be signing to indicate your wishes. If it doesn't really state your wishes, don't sign it!
7. If you are married, **have your spouse do all these same things**, with their own copy of this document. They will make their own will and it will also need to be signed the same way as yours. Ideally both wills should say the same things about guardians, executors, and so on.
 - a. One specific detail should be different, between the two wills. Find the "Common Disaster" paragraph of the will, and find the highlighted text in that paragraph. The two wills should both agree about who is counted as if they died first, i.e. you

or your spouse. So one will should be changed accordingly.

8. You will need two witnesses for when you sign the will, and ideally one of them should be a notary. It's probably easiest to **contact your bank** and schedule an appointment with them to handle all three needs. One way or another, the witnesses must be adults who are not beneficiaries (or potential beneficiaries) of your will. So don't use family or friends!
9. **Make a printout** of the will and affidavit. You should only have one officially-signed will, so you only need one printout. But you might want to make a second printout just in case the first one gets damaged or messed up in some way. But if that happens, be sure to destroy the first one. Don't sign anything yet.
10. Go to the appointment, and ensure you have the witnesses and notary present.
 - a. Everybody should identify themselves to everybody else, i.e. by showing identification cards.
 - b. Then **sign the will, in the presence of the witnesses**. Have the witnesses sign it, and have the notary notarize the affidavit page.
 - c. The witnesses don't have to read the will; they are just there to confirm that you really signed it.

11. Congratulations! You have a will!

12. Now **keep it safe**: with a lawyer, in a fireproof safe, or with the primary executor.
13. Give **instructions to your executor(s)** for how to access the will, and how to access your computers, passwords, etc. You can also send them digital copies, if you want - but note that the copies have no legal standing.
14. If you ever want to change or update your will, the best way to do that is to just make a new will, by following this process again. Don't try to alter your existing will; just make a new one.

Will

LAST WILL AND TESTAMENT OF FULL NAME

I, FULL NAME, of CITY, STATE, 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 SPOUSE FULL NAME and all references in this Will to “my spouse” are references to SPOUSE FULL NAME.

The names of my children are CHILD FULL NAME and CHILD FULL NAME. All references in this Will to “my children” are references to the above-named children and any children born to me or adopted by me after the signing of this Will.

All references in this Will to the Descendants of any person shall mean their naturally born children and/or legally adopted children, unless otherwise indicated, as well as any of their children's naturally born and/or legally adopted children throughout the generations to come.

ARTICLE II PAYMENT OF DEBTS AND EXPENSES

Any and all my debts due and payable, including funeral, memorial and burial expenses, the expenses of the administration of my estate, all estate, inheritance and similar taxes payable with respect to property included in my probate estate, including any interest and/or penalties thereon, shall be paid out of my estate pursuant to the laws of the State of STATE, without apportionment or right of reimbursement from any beneficiary named in this Will.

ARTICLE III DISPOSITION OF PROPERTY

I bestow and bequeath all of my assets to my spouse, SPOUSE NAME. If my spouse does not survive me, my assets shall be distributed to my Trustee, to be retained, managed, and

distributed under the provisions of Article IV (Trust for Children). My assets, without limitation, include:

1. Real Property. Any interest which I may have in any real property and improvements, owned by me at the time of my death, including, but not limited to, any associated insurance policies, subject to any loans, mortgages, or other encumbrances.
2. Personal Property. All of my tangible personal property owned by me at the time of my death, including, but not limited to, personal effects, clothing, jewelry, furniture, furnishings, household goods, automobiles and other vehicles, along with all insurance policies upon such tangible property.
3. Cash, Bank Accounts, Investments. Any interest which may belong to me at the time of my death, including, but not limited to, checking and savings accounts, certificates of deposit, cash, checks, notes and/or promissory notes, and life insurance policies.
4. Business Interests. Any interest I may own in any business, partnership, corporation, limited liability company, or other enterprise at the time of my death, whether owned outright or jointly, and any income, stock, shares, distributions, or dividends derived therefrom.
5. Residuary Estate. All the rest, residue and remainder of my property and estate, both real and personal, of whatever kind and wherever located, including any inheritance I may be entitled to, as well as any lapsed or void legacy or devise under this Will, that I own or am in any manner entitled to at the time of my death (collectively referred to as my "residuary estate").

ARTICLE IV

TRUST FOR CHILDREN

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

The provisions of this Trust also provide for the distribution of my residuary estate.

If any proceeds from a life insurance policy on my life, a pension plan, or any other contract are paid to the Trustee, such proceeds shall be treated by the Trustee as though received as part of my residuary estate, to be managed and distributed according to the terms of this Trust.

- B. Use and Distribution. Until there is no living child of mine under the age of 18 years, the Trustee shall pay to any child of mine or descendant of any deceased child of mine, 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 and descendants of deceased children 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 under the age of 18 years, the Trustee shall divide the Trust into equal shares, one share for each then living child of mine, and one share for the then living descendants, collectively, of each deceased child of mine.

1. With respect to each share provided for a child of mine then living:
 - a. Because each child has attained the age of 18 years, each child 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 who has attained the age of 20 years, and each remaining child upon attaining such age, shall have the right, by written request, to withdraw one-half in value of the remaining assets then being held in such child's share.
 - c. When each child attains the age of 25 years, the Trust as to that child's share shall automatically terminate and the Trustee shall distribute all remaining assets from that share to that child.
 - 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 the time the Trust is divided into shares, the child shall have the right to withdraw a total of two-thirds in value of the remaining principal then being held in that child's trust share.
 - e. Prior to final distribution to each child, as provided in this section, the Trustee shall pay to each child 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 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 share of this Trust is being held shall be distributed to the Trustee of that share and become a part of that share.

2. If no child of mine survives to age 18 years, and if none of my children have surviving descendants, the Trustee shall distribute the remaining Trust assets in the manner set forth in the section "No Surviving Descendants."
 3. Upon the death of a Trust beneficiary 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 beneficiary from Trust assets.
 4. 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 any trust created under this Will, there is not in existence anyone who is, or might become, entitled to receive benefits under the foregoing provisions of this Will, then any portion of my trust or estate then remaining shall be distributed as follows:
1. *Named Beneficiaries:* The remaining balance of my trust or estate shall be distributed in equal shares to the following individuals, provided they meet the conditions specified below:
 - a. *(DELETE THESE INSTRUCTIONS: Edit this list to describe whoever you want to inherit if you have no living descendants - your siblings, or their children, or your parents, or your friends, etc. You don't have to follow this*

exact sentence structure; just be sure they are clearly identified so the executor can determine who they are and contact them.)

b. CHILD FULL NAME, who is the child of PARENT FULL NAME, who is the sibling of NAME

c. CHILD FULL NAME, who is the child of PARENT FULL NAME, who is the sibling of NAME

2. *Age Requirement for Distribution:* Any share designated for a named beneficiary who has not yet reached the age of twenty-one (21) at the time distribution would otherwise occur shall be held in trust until that beneficiary reaches the age of twenty-one (21).
 3. *Deceased Beneficiary's Share:* If any named beneficiary is deceased or dies before reaching the age of twenty-one (21), their share shall pass by right of representation to their descendants, per stirpes. If a deceased beneficiary has no living descendants, their share shall be divided equally among the remaining named beneficiaries or their descendants, as applicable.
 4. *No Surviving Named Beneficiaries:* If, at the time of final distribution, none of the named beneficiaries nor any of their descendants are alive to receive the distribution, the remaining balance of my trust or estate shall pass according to the intestate succession laws of the State of STATE, as if I had died intestate at that time.
- D. Protection of Beneficiaries. The interest of any beneficiary under this Trust shall not be transferred, assigned, or conveyed, and shall not be subject to the claims of any creditors of such beneficiary, or of any local, state, or federal government or agency, or of any private agencies. If the Trustee believes that the interest of any beneficiary is threatened to be diverted in any manner from the purposes of this Trust, whether due to legal proceedings, creditor actions, or otherwise, the Trustee shall withhold the income and principal from distribution. During any period of withholding, the Trustee may, at their discretion, apply payments directly for the health, support, maintenance, and education of the beneficiary in a manner the Trustee deems appropriate.

If the Trustee is legally prevented from distributing property directly to or for the benefit of any beneficiary due to transfer, assignment, conveyance, or any proceedings brought by any creditor, government, agency, or by bankruptcy, receivership, or other legal proceedings, the Trustee shall hold and accumulate the property which would otherwise have been distributed. The Trustee may continue to apply such withheld income and principal for the benefit of the beneficiary as outlined above. When the Trustee is satisfied that such diversion is no longer effective or threatened, the Trustee may resume the distributions of income and principal as authorized.

If a separate Trust share had been designated for such a beneficiary prior to the

withholding, any undistributed income from such share shall be added to the principal of that beneficiary's share. Should the beneficiary die while such property is held and accumulated, any accumulated property shall become a part of the principal of the trust and shall be disposed of in accordance with the provisions of this Trust.

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

1. *Resignation of Trustee.* The Trustee, or any successor, may resign without the order of any officer or court and without consent of any beneficiary of any provision of this Will by giving 45 days written notice to the Trustee's successor (if known) and all adult beneficiaries, and to the parent or guardian, if any, of each minor beneficiary of the Trust.
2. *Successor Trustee.* If the Trustee resigns or ceases to serve for any reason, and if the successor Trustee designated in this document, if any, fails or ceases to serve as Trustee, then 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.
3. *Transferring the Trust.* If the Trustee resigns they must deliver the trust property to the successor Trustee, which such successor Trustee is determined, and upon properly accounting for all trust property received and disbursed, shall be discharged from any and all further responsibilities.
4. *Accounting.* The Trustee shall keep full accounts and shall make and furnish statements of all receipts and disbursements, at least annually, to each person then eligible to receive income from my estate or any trust created hereunder and shall at any time, upon reasonable request of such person, provide full information to such person as to the condition of my estate, including amounts received and disbursements made. 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 Will, shall serve with bond except that no bond shall be required of any qualified successor corporate Trustee.

ARTICLE V

NOMINATION OF GUARDIAN AND TRUSTEE

Should it become necessary to appoint a guardian of the person of a minor child, I nominate **NAME**, of **CITY**, **STATE**, to serve as the Guardian of my surviving children who are minors at the time of my death, and as the Trustee of my Trust, without bond. If such person does not serve as Guardian, or becomes unable or unwilling to serve as Guardian, for any reason, I nominate **NAME**, of **CITY**, **STATE**, to serve as the Guardian and as Trustee, without bond.

If the Guardianship transfers to another person at any time for any reason, the new Guardian shall become the new Trustee of the Trust, and the then-current Trustee must deliver the trust property to the successor Trustee and upon properly accounting for all trust property received and disbursed, shall be discharged from any and all further responsibilities.

Nothing in this Article shall prevent a Guardian from resigning as Trustee as described in ARTICLE IV Section E (Additional Trustee Provisions).

If no Guardian is necessary, but a Trustee is necessary, I nominate **NAME**, of **CITY**, **STATE**, as the Trustee, without bond. If such person does not serve for any reason, I nominate **NAME**, of **CITY**, **STATE**, to be the Trustee, without bond.

ARTICLE VI

NOMINATION OF EXECUTOR

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

ARTICLE VII

EXECUTOR AND TRUSTEE POWERS

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

1. *Receive Assets.* To receive, hold, maintain, administer, collect, invest and reinvest 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.

2. *Receive Additional Assets.* To receive additional assets from other sources, including assets received under the Wills of other persons.
3. *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.
4. *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.
5. *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.
6. *Settle Claims.* To compromise, settle, or abandon claims in favor of or against the estate or trust.
7. *Manage Property.* To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.
8. *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.
9. *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.
10. *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.

11. *Enter Contracts.* To bind the estate or trust by contracts or agreements without assuming individual liability for such contracts.
12. *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.
13. *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.
14. *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.
15. *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.
16. *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 educational or business opportunities or to provide for the needs of the beneficiaries and their families.
17. *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.
18. *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 VIII

MISCELLANEOUS PROVISIONS

- A. Paragraph Titles. 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.
- B. Gender. 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.
- C. Thirty Day Survival Requirement. For the purposes of determining the appropriate distributions under this Will, no person or organization shall be deemed to have survived me unless such person or entity is also surviving on the thirtieth day after the date of my death.
- D. 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.**
- E. 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.
- F. 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.
- G. Burial. I request that my Executor make arrangements for my funeral to have a **closed** casket, and for my remains to be **cremated.**

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

_____, _____.

Testator Signature: _____

NAME

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 NAME (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 as witnesses on the date shown above.

Witness Signature: _____

Name: _____

City: _____

State: _____

Witness Signature: _____

Name: _____

City: _____

State: _____

Affidavit

AFFIDAVIT

I, **NAME**, 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: _____
NAME

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 **STATE**
COUNTY OF **COUNTY**

Subscribed, sworn to and acknowledged before me by **NAME**, the Testator, and subscribed and
sworn to before me by _____ and

_____, witness this _____ day of

_____, _____.

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

Digital assets

ACCESS TO DIGITAL ASSETS

To the executor of this will:

Write instructions for accessing your phone, computer, and passwords, after you die. Don't give out those passwords now - just leave instructions for how to obtain them. (Example: my password(s) are on a printout in my fireproof safe in <location>, and the safe combination is <1, 2, 3>.)

Ideally you should also leave an overview of your bank accounts, retirement accounts, loans, insurance, life insurance, email accounts, businesses, etc., on such a printout. Your executor will have a very difficult job, and any sort of roadmap you can leave for them will make their life much, MUCH easier.