

## DECLARATION OF LIFE INSURANCE TRUST

This Declaration of Insurance Trust is made this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, hereinafter called the Trustor, and \_\_\_\_\_, of \_\_\_\_\_, hereinafter called the Trustee.

I.

The Trustor, as owner of certain life insurance policy or policies listed below, and desiring to establish a Life Insurance Trust, with power in the Trustee upon the death of the Trustor to purchase assets from Trustor's estate, assigns to the Trustee all his right, title, and interest in the policy or policies of insurance, to be held by Trustee in trust, and to receive the proceeds of the policy or policies of insurance when they become due and are paid, for the purposes and on the conditions set forth herein. The Trustor reserves the right to add to this trust from time to time additional life insurance policies which, when delivered to the Trustee, shall be held by him subject to the terms herein.

(Description of Life Insurance policies)

II.

The Trustee is vested with all right, title, and interest in the life insurance policy or policies, and is authorized and empowered to exercise and enjoy, for the purposes of the trust and as absolute owner of the policy of insurance, all the options, benefits, rights, and privileges under the policy or policies. The Trustor relinquishes all rights and powers in the life insurance policy or policies which are not assignable and will, at the request of the Trustee, execute all other instruments reasonably required to effectuate this relinquishment. The trustee shall receive and hold said Life Insurance policies, together with any additions thereto, in trust for the use and benefit of:

(List names of Beneficiaries)

III.

Upon the death of the Trustor, the Trustee may, within his discretion, purchase assets from Trustor's estate at a fair value. The propriety of the purchase, the amount of such assets purchased, and the ascertainment of fair value shall be solely within the discretion of the Trustee, and the Trustee shall incur no liability as a result of the purchase or purchases whether or not the assets constitute investments which may be legally made by Trustee.

IV.

If the Trustee uses all or any portion of the proceeds of the policy of insurance to purchase assets from the estate of the Trustor, as authorized above, then the net income produced from the assets, or the proceeds of any sale, exchange, or reinvestment of the assets, shall be paid to the spouse of the Trustor during the spouses's lifetime.

V.

If any beneficiary of this trust who is at the time receiving income would otherwise, in the opinion of the Trustee, be subject to hardship or suffering, the Trustee shall have the authority to pay over and distribute, at any time and from time to time, to the beneficiary the amounts of the principal of this trust, from which the beneficiary shall then be entitled to receive income as the Trustee, in his sole discretion, shall deem necessary to provide for the maintenance, comfort, support, and medical care of the beneficiary.

VI.

This Life Insurance Trust shall be irrevocable and unamendable. I am aware of the consequences of establishing an irrevocable trust and hereby affirm that the trust created by this agreement shall be irrevocable by me or any other person, it being my intention to make to the beneficiary/beneficiaries named herein an absolute gift of the Life Insurance policies described in paragraph I above.

VII.

This agreement and the trust created hereby shall be administered, managed, governed and regulated in all respects according to applicable statutes of the State of \_\_\_\_\_.

VIII.

The Trustee, in addition to all other powers granted by this agreement and by law, shall have the following additional powers with respect to the trust, to be exercised from time to time at the Trustee's discretion:

Management of the Trust

To invest and reinvest, lease, rent, mortgage, insure, repair, improve or sell any of the real and personal property of the trust as he may deem advisable.

Mortgages, Pledges and Deeds of Trust

To enforce any all mortgages, pledges and deeds of trust held by the trust and to purchase at any sale thereunder any such real estate or personal property subject to any mortgage, pledge of deed or trust.

Litigation

To initiate or defend, at his discretion, any litigation affecting the trust.

Attorneys, Advisors and Agents

To employ and pay from the trust reasonable compensation to such attorneys, accountants, brokers, and investment., tax and other advisors as he shall deem advisable.

Adjust of Claims

To submit to arbitration, to compromise or to release or otherwise adjust with or without compensation, any and all claims affecting the trust estate.

IX.

No bond for the faithful performance of duties shall be required of any Trustee appointed under this agreement.

X.

The trustee shall receive reasonable compensation for the services performed by him, but such compensation shall not exceed the amount customarily received by corporate fiduciaries in the area for like services.

XI.

No Trustee of the trust created by this agreement shall at any time be held liable for any action or default of himself, or of his agent, or of any other person in connection with the administration and management of this trust unless caused by this own gross negligence or by commission of a willful act of breach of trust.

XII.

The Trustee, by joining in the execution of this agreement, hereby signifies his acceptance of this trust.

XIII.

The Trustee shall have sole authority to determine what shall be defined as income and what shall be defined as principal of the trust established by this agreement, and to determine which costs, taxes and other expenses shall be paid out of income and which shall be paid of out principal.

XIV.

In the event that any portion of this agreement of the trust created hereby shall be held illegal, invalid or otherwise inoperative, it is my intention that all of the other provisions hereof shall continue to be fully effective and operative insofar as is possible and reasonable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

\_\_\_\_\_  
Trustor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_, known, and known to me, to be the individuals described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

**NOTICE**

The information in this document is designed to provide an outline that you can follow when formulating business or personal plans. Due to the variances of many local, city, county

and state laws, we recommend that you seek professional legal counseling before entering into any contract or agreement.