

DEED OF TRUST CONTRACT

for

Your Trust Name Here

A Private, Simple, Active, Irrevocable Trust or Express Trust

**Trust Logo / Name Here**



TRUST INSTRUMENT

EXECUTION OF WILL

APPOINTMENT OF TRUSTEES

THIS TRUST CONTRACT AGREEMENT, made this \_\_\_\_\_\_\_ day of Month, 2023, between First-Middle: Last, hereinafter “Grantor”, and First-Middle: Last and Someone-Else: Too, hereinafter “Trustee(s)”, created at Example County, Your State Republic.

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

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**DECLARATION OF TRUST**

This private express Trust is to be administered by natural persons holding title in joint tenancy as an act of the Trustor and the inalienable rights of the Trustees as American Nationals in the union of the states known as the united states for America as established by the Constitution for the united states for America of 1787.

This declaration of Trust authorizes its Trustees to operate under the name of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Your Trust Name Here\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This private contract is made and entered into at the time and on the date appearing in the acknowledgment hereto attached by and between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_First-Middle: Last\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

who drafted this irrevocable Trust and the Trustees hereto:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_First-Middle: Last\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Somebody-Else: Too\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\***and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Third-Person: Maybe\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**\***

**\*DELETE IF ONLY TWO TRUSTEES !\***

Acceptors hereof in joint tenancy shall compose the Board of Trustees for conducting said Trust. The Trustor hereby constitutes and appoints the above-designated Trustees to be

Executive Trustees of the Trust hereby created and established.

**Article I – Preamble**

**Section I – Purpose of Trust**

The expressed purpose of this Trust Instrument is to convey property to the Trustees to constitute a Trust for the benefit of the Beneficiaries, held by the Trustees in economical administration by natural persons acting in a fiduciary capacity, to begin at once and not to be deferred until after the death of any creator, settlor, or maker as occurs when such Trust Estates are created by Last Will and Testament.

**Section II – Pledge of Trustees**

The above-named Trustees, for themselves and their successors, in trust, do hereby pledge to accept properties, real and personal, to be conveyed and acknowledge acceptance of delivery of all the property specified together with the terms of the Trust herein set forth, to conserve and to improve the Trust while exercising their best judgment and discretion in accordance with the Minutes, to make complete periodic reports of transactions, to distribute assets to the Beneficiaries upon final liquidation as their interests may appear, and to administer said Trust in good faith strictly in conformity hereto.

Further, the declared intent of the Trustees of this Trust shall be to accept rights, title, and interest in and to real and/or personal properties, whether tangible or intangible, conveyed by the Trustor to be the Corpus of the Trust so that the Trustees can maximize their lifetime efforts through the utilization of the law for the protection and security of the Beneficiaries and their families.

**Article II – Establishment of Trust**

**Section I – Formation of the Trust Corpus**

The Trustor for and in consideration of the objects and purposes set forth, the cash sum of Ten Dollars in hand paid and other considerations of value, the receipt of which is hereby acknowledged and attached hereto, does hereby agree to sell, to assign, to convey, and to deliver unto said Trustees in Trust, who are to hold legal title in joint tenancy and not as tenants in common, certain real and/or personal properties, tangible or intangible, to form the Corpus of this Trust and to collectively act by virtue of this covenant as a Board of Trustees under the name herein designated.

**Section II – Principal Place of Business**

The Trust name and other things of value to constitute a Trust including rights of reversion or remainder wherever situated and having its principal place of business located at:

c/o 1234 Your Address Street

City / Town, State [12345]

**Section III – Funding of Trust Operations**

The Trust shall have the authority to provide itself with operating funds through loans directly secured by assets or income of the Trust provided such authority is possessed in writing from the Board of Trustees. The Trustees shall maintain a reserve for depreciation and/or depletion in any such amount as the Trustees deem necessary and sufficient.

**Section IV – Specific Declaration Regarding Partnership**

It is expressly declared that a Trust, and not a partnership, is hereby created and that none of the Trustees, officers, or certificate holders, present or future, have or possess any personal ownership in their own respective rights in property or assets of said Trust, nor shall they be personally liable hereunder as partners or otherwise; that no Trustee shall be liable for the act or omission of a co-Trustee or of any other person whatsoever, whether employed by such Trustee or not or for anything other than his own, personal breach of Trust. Trustees hold legal title to the property or assets of the Trust as trustees and not in their own respective rights.

**Section V – Trust is Irrevocable**

This Trust is irrevocable, and all transfers by the Grantor / Creator of any and all property interest are irrevocable transfers. The Grantor / Creator, in his capacity as Grantor / Creator, may not alter or amend this Trust. This Trust may not be terminated except through distributions permitted by this Trust Indenture.

**Section V – Duration of Trust**

**Subsection I – Duration and Adjustment of Term**

This Trust shall continue for a period of twenty-one **(21)** years from the date upon this Declaration of Trust unless the Trustees shall unanimously determine upon an earlier date when they may liquidate the assets, collapse the Trust, and distribute the assets to the Beneficiaries at their discretion because of threatened depreciation in values or other sufficient reason necessary to protect or conserve the Trust corpus. The Trust shall be proportionally distributed to the Beneficiaries. In the event this instrument has been recorded, they shall then file a notice with a recorder stating that the Trust has been terminated and ceased, and thereupon the Trustees shall automatically be discharged hereunder provided their administration and distribution shall have been conducted in accordance with the terms and provisions of this Trust Indenture. Otherwise, a court of equity may be invoked to review and to correct any tort or error.

**Subsection II – Renewal of Term**

If the Trustees do so desire and believe that said Trust should be not closed at the expiration of this Trust Indenture, they may renew this agreement for a similar or shorter period based upon the decision of the Trustees. A resolution of said renewal shall be entered upon the Minutes and also recorded in the Recorder’s Office (in the event this agreement has been recorded) at least one hundred and twenty **(120)** days prior to the expiration hereof. Public notice shall be made in a county newspaper of general circulation or online publication for legal notices not less than sixty **(60)** days prior to the expiration hereof.

**Article III – The Trustees and Their Officers**

**Section I – Enumeration of Trustees**

Trustees shall not be less than two in number but may be increased for practical reasons beneficial to the Trust. The Trustees herein mentioned by name or their successors elected to fill vacancies shall hold office and exercise collectively the exclusive management and control of Trust property and affairs.

**Section II – Vesting of Powers of Trustees**

The autographs upon and acknowledgment of this agreement by the above-appointed Trustees or Trustees subsequently elected or appointed shall constitute their acceptance of this Trust, the Trust property, assets, and emoluments thereof shall immediately vest in the new Trustee(s) power to administer the Trust without any further act or conveyance.

**Section III – Authority of Trustees, Officers, and Agents**

The Trustees, officers, agents, and employees possess only such authority as awarded to them herein. Authority is understood and meant to be similar to that awarded an executor of an estate wherein the testator directs that the Executor is directed to handle the estate in the manner he/she thinks to be the best interest, limited by terms hereof, without the necessity of resort to the court for permission or approval of any transaction, intending to leave open for the court only the question of the conscientious dealing of the Executor.

**Section IV – Meetings of the Board of Trustees**

By a regular act of the Trustees, they may provide for meetings at stated intervals without notice, and special meetings may be ordained at any time by two or more Trustees upon three (3) days written notice or as the Trustees may otherwise convene. At any regular or special meeting, a majority of the Trustees shall constitute a quorum for conducting business provided affirmative action may only be decided upon a majority vote of the Trustees whether present or by proxy.

The Trustees shall regard this instrument as their sufficient constitution, supplemented from time to time by their resolutions. Said resolutions shall always be ratified by a majority of the Trustees participating in the issuing meeting covering contingencies as they arise and duly recorded in the Minutes of their meetings which are the bylaws, rules, and regulations of this Trust.

**Section V – Discretion of Duties of the Trustees**

At their discretion for the benefit of this Trust, the Trustees may do anything any individual may do legally and lawfully in any state or country subject to the restrictions herein noted. They may continue in business, conserve the property, commercialize the resources, extend any established line of business in industry or investment as herein specially noted and other acts such as (but is not limited to) buying, selling, conveying, renting, or leasing real and/or personal property including the surface or mineral rights; buying or selling mortgages, securities, bonds, notes, leases of all kinds, contracts, credits, patents, trademarks, or copyrights; buying / selling / conducting mail order business or branches thereof; operating stores, shops, factories, warehouses, or other trading establishments or places of business of any kind; constructing / buying / selling / renting / leasing suitable buildings; advertising different articles or Trust projects; borrowing money for the Trust or any Trust project; pledging the Trust property for payment thereof; hypothecating assets or property held by the Trust; trading stock in corporations, properties, companies, or associations as they may deem advantageous. A Minute of Resolutions of the Board of Trustees authorizing what it is they have decided to do or have already done shall be evidence that such an act was in their power. All funds paid into the treasury become a part of the Corpus of this Trust.

**Section VI – Power to Act on Behalf of Other Parties**

By their resolution of purpose, the Trustees may perform and function for any purpose on behalf of any individual, group, or combination of individuals, severally or collectively. In such instances, the powers and authority of the Trustees shall be defined and limited to the general purposes set forth by the Declaration of Trust and the Declaration of Purpose of the Trustees.

**Section VII – Election of Officers and Employment of Agents**

The Trustees may elect among their number a President, Secretary, and Treasurer or any other officers they may deem prudent and expedient for the benefit of the Trust. Any Trustee may hold two or more offices simultaneously; their duties being such as are usual or as prescribed. They may employ agents, caretakers, or executives or designate third persons to hold funds for specific purposes, and the Trustees shall fix the compensation and payment schedule for all officers, employees, and/or agents at their discretion such reasonable compensation for their services as may be determined by a majority vote of the Board of Trustees.

**Section VIII – Liability of Trustees**

The Trustees shall not be liable for any loss or expense suffered by the Trust estate and arising as a result of the conduct of any Trustee for any business held by the Trust estate, including any corporation controlled by the Trust except such losses or expenses as shall have been occasioned by the gross negligence of any Trustee.

**Section IX – Trustee’s Removal from Office**

A Trustee may resign or be removed from office by a resolution of unanimous concurrence of the remaining Trustees when, in their opinion, said Trustee shall have been guilty of fraud, malfeasance in office, gross neglect of duty, or for cause by mandate of a court of competent jurisdiction provided further that in the event of death, removal from office, or resignation, the Trustees shall appoint or elect a successor by the unanimous concurrence of the remaining Trustees.

**Section X – Objection to Appointment of Trustees**

Should an objection be filed to the appointment of additional Trustees, the same shall be recorded in the Minutes. Any such objection shall deprive the candidate from accepting the trusteeship. Should the entire Board of Trustees become vacant, a court of equity may appoint one Trustee who shall appoint the additional Trustees.

(continued on next page)

**Article IV – Distribution of Trust Property**

**Section I – Division of Equitable Ownership**

The beneficial interests for distribution are divided into one hundred **(100)** units. Nothing herein contained shall be construed to authorize the Trust to issue Certificates of Equitable Ownership in excess of the number of units herein provided or for a nominal value at variance with the provisions hereof. They are non-assessable, non-taxable, non-negotiable but transferable, and the lawful holder thereof shall be construed to be the true and lawful owner thereof. The lawful owner may cause his/her Certificate of Equitable Ownership to be registered with the Secretary of the Trust if he/she so desires.

**Section II – Entitlement of Certificate Holders**

Said certificate entitles the holder thereof to a pro rata share of the Trust corpus upon the termination of the Trust. Death, insolvency, or bankruptcy of any certificate holder or the transfer by a certificate holder of a certificate by gift, devise, or descent shall not operate as dissolution of this Trust or in any manner affect the Trust or its operation or mode of business. Ownership of a Certificate of Equitable Ownership shall not entitle the holder to any legal title in or to the Trust property or to any undivided interest therein or to the management thereof neither shall the death of a holder entitle their heirs of the holder or legal representatives of the holder to demand any partition or division of the property of the Trust or any special accounting, but said successor may succeed to the same amounts of Units of Equitable Ownership upon surrender of the certificate as held by the deceased for the purpose of reissue to the lawful holder or owner at that time.

**Section III – Notice Regarding Payment of Debts**

Notice is hereby given to all persons, companies, or corporations extending credit to, contracting with, or having claims against this Trust that they must look only to the funds and properties of the Trust for payment or for settlement of any debt, tort, damage, judgment, or decree, or for any indebtedness which they become payable hereunder. Public commerce is prohibited per Indenture # 39 of this Trust.

**ACCEPTANCE**

In witness whereof the Creator hereof and the Trustor hereto and the Acceptors hereof for themselves, their heirs, successors, and assigns have hereunto set their hands and seals in token of conveyance, delivery, and acceptance of property, assets, or other things of value, and the obligations and duties are herein assumed by the Trustees of said Trust, and Trustees assent to all stipulations herein as imposed and expressed.

The below-signed Trustees hereby accept to carry out their official duties wholesomely in accordance with all the terms herein and the Common Law for the benefit of the Beneficiaries.

Without prejudice,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First-Middle: Last, Trustee Somebody-Else: Too, Trustee

**\***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\***

**\***Third-Person: Maybe, Trustee**\***

**JURAT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Printed Name

Example County )

) ss.

Your State )

Before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned Notary Public in and for said state, personally appeared First-Middle: Last and Somebody-Else: Too and **\***Third-Person: Maybe**\***, known to me to be the individuals whose names are subscribed to this Trust Instrument, and I acknowledge that they have executed the above and foregoing for the uses and purposes set forth herein.

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

Notary Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (seal)