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**DESCRIPTION OF EACH LEGAL DOCUMENT WITHIN YOUR
COMPLETE ESTATE PLAN**

[Some plans may not include every document listed below. Only documents that are appropriate for your situation are included in your plan.]

1. LIVING TRUST:

This document specifies the terms under which the trust operates. The Settlor(s) of the trust are also the trustee(s) and the beneficiaries of the trust. The Settlor(s) are the people whose assets are placed in the trust. The Settlor(s) are also sometimes referred to as the grantor(s) or the trustor(s). Whoever puts the assets into the trust continues to manage the assets and has all rights which they previously had as owners of the property. (Assets may be sold, mortgaged, gifted, etc...)

Upon the death of one Settlor, if another Settlor survives, the surviving Settlor usually continues to have full management rights except for limitations outlined in the trust agreement. Limitations apply if your plan includes a credit shelter trust or if other restrictions on management are contained in Articles due to your specific wishes. The credit shelter trust, if you requested one, is a method of minimizing or eliminating federal estate tax on estates exceeding the federal estate tax exemption amount. However, pursuant to tax laws, this is only available to married couples.

When both Settlers are deceased, the successor trustee(s) you have named hold, administer or distribute trust assets according to the directions in the trust document.

2. CERTIFICATION OF TRUST:

The Certification of Trust ("Certification") quotes all paragraphs from the living trust agreement which authorize the trustee(s) to manage the trust assets. The Certification may be used in lieu of giving out copies of the entire trust agreement in order to keep the plan of distribution in the trust agreement confidential. Stockbrokers, banks, etc. will require some evidence that the trustee(s) have the authority to manage assets. The Certification should be used for this purpose.

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After the death of the original Settlor, the Certification plus the Settlor's death certificate will authorize the successor trustee(s) to manage and distribute assets.

3. BILL OF SALE:

This document assigns all interest in tangible personal property into the trust so that furniture, household items, etc. are not subject to probate.

4. SCHEDULE A:

This is a general list of assets initially funded to the trust. Listing all specific assets as part of the trust document is not necessary. However, it is very helpful for the successor trustee(s) if the Settlor(s) lists specific assets. On your own, update this list from time to time.

5. POUR-OVER WILL:

The "Pour-Over Will" transfers property you have inadvertently left out of the trust into the trust. The "Pour-Over Will" insures that the plan of distribution is followed. However, if assets transferred under a "Pour-Over Will" have a combined total value of more than \$100,000, these assets will have to be probated. (The goal is to keep all required assets in the living trust, so the "Pour-Over Will" does not have to be used.)

6. DURABLE POWER OF ATTORNEY:

This document authorizes whomever is named, to act on your behalf (sign documents, etc.). This document may be effective from the moment it is signed until the time of death, or it may become effective only if you become incapacitated (springing), whichever you select. If you have a question on what type of Durable Power of Attorney was prepared for you, contact us. The authority given to the person named in your "Durable Power of Attorney" ends upon your death. After death, the successor trustee(s) of your Trust have powers of management and the right to distribute to beneficiaries as set forth in your Trust. It is imperative that you have total confidence in the person named as the attorney-in-fact, since that person will have the right to sign documents, sell assets, etc... **If total confidence does not exist, do not sign the "Durable Power of Attorney," or, if signed, contact us to revoke it.**

7. LIVING WILL / DURABLE POWER OF ATTORNEY FOR HEALTH CARE/ADVANCE DIRECTIVE FOR HEALTH CARE:

The "Living Will" specifies that you prefer that life support systems be continued or not, as you designate, if there is no hope of recovery. The "Durable Power of Attorney for Health Care/Advance Directive for Health Care" appoints someone else to make these decisions for you if incapacity prevents you from being able to specify your own wishes. A copy of your signed living will and/or durable power of attorney for health care should be given to your physician so that it will be available to the physician as part of your medical record.

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8. COMMUNITY PROPERTY AGREEMENT:

If you are married and ordered a community property agreement, this agreement adapts the Community Property Law to fit your individual situation.

If the agreement classifies property as community property, you will be allowed the double step-up in basis for income tax purposes on the community property if permitted under federal law. This can be particularly beneficial for spouses who own highly appreciated property.

If the agreement classifies some or all property as separate property of one spouse, then the rights of the other spouse in that property are limited as specified by the agreement. Each spouse should be represented by a separate attorney for this type of agreement.

9. DEEDS TRANSFERRING REAL PROPERTY:

These deeds transfer the real estate described in the deeds to the trustee(s) of the trust. The deeds and deeds for later acquired property to be added to the trust should be recorded with the County Recorder where the property is located.

10. ASSIGNMENT FORMS:

These documents will assign the property described in the assignment to the trustee(s) of the trust.

11. BILLFOLD CARD:

This card is for your convenience and should be carried with you. When new assets are acquired, the billfold card may be used to be certain that the assets are placed in the name of the trustee(s) of the trust. Instead of your individual names, use the language on the billfold card to list the owners of any newly acquired assets. When placing a new asset in the trust, if the institution (bank, brokerage firm, etc.) does not already have a copy of your Certification of Trust, give them a copy of the Certification if they request one.

12. GENERAL INFORMATION TO THE SUCCESSOR TRUSTEE:

The Settlor(s) may write-in general information for the successor trustee(s) regarding memorial services, location of documents, etc. While this information is not needed for the trust, it can be very helpful to your successor trustee(s) in carrying out your wishes.