

DAVENPORT'S TEXAS WILLS AND ESTATE PLANNING LEGAL FORMS



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(WITH 2024 UPDATES)

**written by attorneys
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CHAPTER 1

BOOK BASICS AND LIST OF FORMS

ESTATE PLANNING CONTROLS THINGS IF LATER ABSENT, SICK, OR DEAD

From Davenport Publishing and written by attorneys this book is on “Estate Planning”, about doing legal documents to control health care, property, money, children, funeral, and more if later absent, sick, or dead. Later, judges, doctors, and others will ask: “Based on what a person wrote what did they likely want done?”

ESTATE PLANNING MOSTLY IS DOING SIMPLE THINGS IN 3 AREAS

Estate Planning is mostly doing simple things in 3 areas: After Death, Health Care, and Giving Power. This book has 10 legal forms made for Texas. Most people use just 3 or 4 of the forms. As this book later says in 2023 some Will forms were put at the Texas Supreme Court at <https://www.txcourts.gov/forms>.

AFTER DEATH FORMS

Form 1. Will (Standard) – a Will (also called a “Last Will And Testament”) lets person control things after their death like who gets their money and property, who is Executor, and allowing helpful legal options later.

Form 2. Will (Guardian) – this Will has part added to name someone as Guardian to care for minor child under 18 if later needed (like if later no parent is available) and also manage child’s money and property.

Form 3. Handwritten Will – this Will skips the usual need for 2 witnesses which saves time and work, but it must be all handwritten by the person doing the Will (so no use of typing, computers, or legal forms).

Form 4. Self-Proving Affidavit – form sometimes done with a Will to later prove it was properly signed.

HEALTH CARE FORMS

Form 5. Medical Power Of Attorney – this is often the only health care form done and it lets a person be named as “Agent” to if later needed control health care and also lets health care instructions be written.

Form 6. Directive To Physicians And Family And Surrogates – does serious act of saying stop most health care if later doctors think the health situation is very bad and more care likely won’t help.

Form 7. Do Not Resuscitate – does serious act of saying immediately from now on don’t give most health care (mainly C.P.R.), and the form is short so it can be used outside a hospital or similar places.

GIVING POWER FORMS

Form 8. Statutory Durable Power Of Attorney – lets power over money, property, and more be given to a trusted person so they have legal power to do things, like use accounts, pay bills, and sell property.

Form 9. Authorization Agreement For Voluntary Adult Caregiver – lets a parent power to someone over child under age 18 to if needed make decisions about the child’s health care, school, home, and more.

Form 10. Appointment For Disposition of Remains – lets instructions and person be named to control issues with dead body like funeral, cremation, and burial (instead of closest family doing this like usual).

TEXAS ESTATE PLANNING LAW APPLIES TO MOST PEOPLE HERE

This book is for Texas only. The law and legal documents can be very different in different states. Whether local Estate Planning law applies is based on primary residence of a person (sometimes called their “domicile”). Many judges say residence occurs when a person lives in a place with no definite plans to leave. Later plans to move don’t matter till people actually move. People can stay under a state’s Estate Planning laws even if they leave a state if any living elsewhere is temporary and people keep very firm plans to return. For example some people who leave months or more for travel, for school, for special work projects, and for the military may qualify to keep ties to their old state. Immigrants of any kind can do normal Estate Planning. For health care people often do legal documents to match the state that a hospital or other facility is in.

BOOK IS SHORT, HAS FORMS TO QUICKLY SEE, AND USES EMPHASIS

This book is short and may read rough but can be read fast. Long books tend to lead to misunderstanding of the basics and skimming. The book has many legal forms people can quickly see. For emphasis some paragraph titles, underlining, and boxes are used. This book capitalizes words like Will, Testator, and Agent but this is optional. To save space some small words are skipped and end quote marks put before punctuation.

LEGAL FORMS CAN HELP AND THIS BOOK PROVIDES “STANDARD FORMS”

Estate Planning research shows a surprising 60% of people die without doing anything, 19% use a lawyer, and 21% use legal forms. Legal forms are good at most things involved in Estate Planning and can make binding legal documents that judges, doctors, families, banks, and others legally must follow. Also, often a hospital, state agency, charity, or state legislature has made a form most people use and call the “standard form”, and doctors, judges, and others may not like to follow different forms. This book does use a standard form in an area if it exists or provides a suitable form. Lawyers often write their own forms. In 2023 forms to do a Will were put up at the Texas Supreme Court webpage in the “Probate” section at <https://www.txcourts.gov/forms>. These forms are a bit inflexible but may suit some people.

THIS BOOK COVERS MAJOR IDEAS AND SHOULD SUIT MOST PEOPLE

This book covers the main U.S. legal ideas on Estate Planning and most ways Texas law is different. This book and its forms can’t cover every issue that matters to everyone but should suit people without any strange situations or wishes about Estate Planning, which is most people (maybe well over 80%). Strange situations or wishes that may need more research or a lawyer include: a) unusual wishes for gifts, b) wealth over \$3 million, c) big medical concerns in family, d) property or money going to a person with disability or special needs, and e) wish to move or hide assets to quickly qualify for government programs. People after reading this short book can do more research or talk to a lawyer if they want.

ESTATE PLANNING OFTEN IS NOT THAT IMPORTANT

Estate Planning is often not vital and worth much time or money, and may not affect costs, delays, work, and other things as much as thought. For young adults and parents the benefits seem low since few people die before age 60 and even less children under 18 have both parents die to need a guardian to be named. A lawyer can be used for Estate Planning but they can cost \$1000s, take months of work, and make mistakes. Insurance may help more people and many people buy and yearly pay for term life insurance with no exam.

CHAPTER 2

TERMS, PROPERTY, AND HELPFUL INFORMATION FORM

THERE ARE BASIC TERMS AND IDEAS IN ESTATE PLANNING

Some legal terms and ideas are basic to Estate Planning.

■ “Estate Planning” is people doing legal documents to control things if later absent, sick, or dead. After a document is signed people are usually still free to sell or transfer property, instruct doctors, or change forms.

■ A “Will” or “will” (this book uses upper case “W”) is a legal document done to control issues after death. The phrase “Last Will And Testament” is used since a “Testament” long ago was a small document done along with a Will to do some things. If no Will is done a person is described as being “intestate”.

■ A person who died is called “decedent” or “deceased”. A person getting money or property can be called “recipient”, “beneficiary”, or if related to the old owner they are an “heir” (they “inherit”).

■ Someone picked by person to do things after their death is called “Executor”. If a judge picks someone to act they are called an “Administrator”. “Personal Representative” is often used and covers both these terms.

■ A person doing a Will is called “Testator” or “Will maker”. Before about 1990 a woman Testator was called a “Testatrix” and woman Executor called an “Executrix” but this is no longer often done.

■ “Probate” is a legal process to do things after death like transfer property, authorize a Guardian, and handle creditors. Due to nice changes in law probate is now often “informal”, faster, and less expensive.

■ The “estate” is both a) all property and money of person that at their death did not automatically transfer to other owners, and b) the entity run by an Executor several months to hold items and do things (sort of like a small corporation). For example accounts may be renamed, like: “Estate of John Smith (deceased)”.

■ Property is: 1) “real property” (land and buildings), 2) “fixtures” (things tied to real property like fences and wired-in appliances), or 3) “personal property” (everything else like clothes, cars, cash, and investments).

■ Legal documents to control health care things are often called “Advanced Directives”, but names vary.

■ In Texas a person under 18 is called a “minor” and a parent or “Guardian” mostly handles their affairs. A minor or other person not reasonably able to make wise decisions lacks “capacity” and is “incapacitated”.

■ Forms giving power to someone are called “Power of Attorney” forms, where the “Principal” gives power to the “Attorney-in-Fact” or “Agent”. “Survive” or “surviving” means being alive after another person’s death.

■ State law is called the “Texas Statutes” which is grouped in a few dozen “Codes” like the “Family Code” and “Labor Code”. Estate Planning is mostly covered in the “Estates Code” (formerly the “Probate Code”). A particular law is called a section or statute often shown by “s” or “§”. An example of how to write a law is: “Tex. Family Code § 2.03”. A form written in state law for people to use if wanted is called a “statutory form”.

LEGAL DOCUMENTS MAY NEED TO BE “WITNESSED” OR “NOTARIZED”

Legal documents to be valid may need to be “witnessed”, which is someone acting as witness watching person doing form sign and then witness signs. Documents may need to be “notarized”, which is person who is a “notary” (also called a “notary public”) see signing and use ink stamp and then notary signs too. Notaries are found at some banks, brokers, insurance agents, courts, and government offices but they are often busy or just help current customers. A helpful notary often can be found using a phonebook and calling. A “person doing a legal document” and “doing a form” means the form is for and affects that person.

ANYONE CAN FILL IN MOST OF A FORM, AND LATER TRY TO KEEP ORIGINAL

When filling out a form except for certain special forms and except for signatures other parts can be filled in by a person not doing the form for themselves. After a legal form is completed and signed usually people try to keep the original and hand out copies but situations vary. Some people do “multiple originals” by having everyone sign identical documents to have many pages with real ink signatures but this can be confusing.

PROBABLY DO NEW FORMS IF DIVORCE, MARRY, HAVE CHILD, OR MOVE

Divorcing, marrying, birth or adoption of child, or moving to a new state can have major legal effects. If any of these events occur it is recommended people do a new Will and other Estate Planning papers soon. To help most states say a Will from another state is still valid but this is not always certain.

“INTESTATE” LAW SAYS WHERE THINGS GO AT DEATH IF THERE IS NO WILL

State “intestate law” says where a dead person’s property and money goes if no valid Will was done (except for certain rights of spouses, family, and creditors). This often says half and sometimes all goes (in order) to any spouse, half or any remainder to decedent’s children natural or adopted, then next close family, and then the state. Some people are happy with how intestate law would transfer things and skip a Will.

NO FEDERAL OR TEXAS TAX IS USUALLY OWED DUE TO A DEATH

Usually no tax is owed as a result of a death, including no estate, inheritance, death, or similar taxes. This is because the “Federal Estate And Gift Tax” only starts when a tax credit is used up covering \$13.99 million per person in 2025 and later (amounts also rise each year). At the state and local level since 2005 the state of Texas no longer has any inheritance, estate, or similar taxes that might be owed due a death.

PEOPLE SHOULD DETERMINE WHAT THEY OWN SO CAN GIFT

A person can only gift by Will and other ways things they own so people should research what they own. Property law says a person usually owns all they earn as wages and salary, their share of income and profit tied to property they own, and owns or partly owns most things their money or property buys or improves. For items with “title” documents (real estate or vehicles) or where there is a “listed owner” (like accounts and various investments) the named persons are usually the owners unless evidence shows special facts. A person during life can sell property, make gifts, or transfer things even if they are named in a Will, so people should consider if they already sold or gave away property they name in a Will gift.

THINGS OWNED IN SPECIAL WAYS MAY LIMIT GIFTING

A person should consider if they own real estate or other property in special ways which may limit gifting by Will and other ways. Laws in different states vary but some special joint ways are:

- a) “joint tenant with right of survivorship” or similar legal things, so then property transfers automatically to the other named owners regardless of a Will, which in some states is usually how the family house is held,
- b) papers say a “life estate” exists, so then if life of someone ends the other people in papers get item, and
- c) “Trust property” occurs if paperwork made a Trust entity and property was transferred into it, so then at or after a death the Trust papers tell a Trustee where to transfer such property.

Normal joint property for the part owned can be gifted by Will, like “I give my half of boat to Paul Lucas Fox”. Joint ownership can come from agreement, buying with funds from 2 people, or if a gift was to many people.

WARNING: “NON-PROBATE PROPERTY” TRANSFERS IGNORE ANY WILL

Money or property that for some reason automatically transfers on death or soon after to new owners is called “non-probate property”. Examples of non-probate property are: a) if a “designated beneficiary” form was done to name persons to get account or investment, b) transfer-on-death account, and c) real estate like a house held by 2 people as “joint tenants with survivorship” or similar so survivor gets things. Insurance with a beneficiary usually ignores a Will. Trying to do non-probate transfers for all things is called “avoiding probate”, but it is rare as it may make living and paperwork a hassle for years, benefits are small, and it is hard to not miss an item and fail. People should consider non-probate transfers that will occur automatically on death and consider what property and money will be left to transfer by Will.

SOME LESS COMMON AND LESS USEFUL FORMS ARE NOT IN THIS BOOK

This book skips some less common or less useful documents.

1. A “Codicil” can modify a Will but it is easier and legally safer to just re-do a Will.
2. Texas law unlike many states does not usually let writings outside a Will gift property at or after death.
3. Some people do a “Revocable Living Trust” so Trust entity with Trustee holds property or money during their life however long, usually done to after death avoid small delay, costs, or work (by “avoiding probate”). This is rare as it requires immediately moving most of a person’s things into a Trust causing maybe years of hassles, mostly for small benefits for people who are probably happy to later do work to get things by Will.
4. “Childrens Trust” papers can be done with a Will so a Trust upon a death gets a minor child’s money or property to manage until 18, but this is uncommon due to possible cost and hassles, since it rarely matters (as this book shows), and since most Wills already arrange other help or a judge can do this if needed.
5. Some people do a “Pet Trust” to help a pet, but it’s easier to just give money in Will to person given a pet.
6. Though separate forms exist most people handle any organ donation in drivers license or state ID forms.

INFORMATION FORM CAN HELP TELL FAMILY AND FRIENDS THINGS

Many people do some kind of “Information Form” so family or friends after a death know helpful things. People can staple financial records and other pages to this. See form on the next pages to use if wanted.

ESTATE PLANNING HELPFUL INFORMATION

For more space attach copies of form or blank pages. Keep pages by Will or other place for Executor or family.

1. Personal Information (Name, Birthdate, Social Security number, special family details, other):

2. Real estate, vehicles, and other major tangible property (especially if people may not find them):

3. Non-tangible assets like stocks, accounts, investments, loans owed you, and business interests:

4. Possible income or insurance like pensions, retirement, disability, insurance, or contracts:

5. Debts owed by you like credit card, loan, student loan, mortgage, car loans, and accounts payable:

6. Names and information of professionals used (attorneys, accountants, brokers, doctors, others):

7. Computer passwords and helpful files, document places, and safes or safe-deposit boxes code/key:

8. Other helpful things, wishes for funeral, special requests, and last messages to family and friends:

CHAPTER 3

WILL BASICS

WILL LETS “TESTATOR” CONTROL SOME THINGS AFTER DEATH

A Will is done by a person to control things after their death. A person doing a Will is called “Testator” or “Will maker”. Usually a Testator when signing must be at least 18 years old, of sound mind (rational with sufficient memory), and not be under duress (unfair pressure or threat). Most people can do a Will.

TEXAS NOW HAS OFFICIAL FORMS THAT CAN BE USED TO MAKE A WILL

In 2023 forms to do a Will were put up at the Texas Supreme Court webpage in the “Probate” section at <https://www.txcourts.gov/forms>. These forms are a bit inflexible and best used if most things and money are going to a spouse, children, or grandchildren. The forms are: 1. Will (Single or Divorced, With Children), 2. Will (Married, With Children), 3. Will (Single or Divorced, No Children), and 4. Will (Married, No Children). Some people will find these forms suitable, but this book also has more flexible Will forms to use.

USUALLY SIGN WILL IN FRONT OF 2 WITNESSES WHO THEN SIGN

USUALLY A WILL TO BE VALID MUST BE WRITTEN AND HAVE 2 WITNESSES

Usually to be a valid Texas Will it must a) show it is meant as a Will, b) be written, and c) be signed in front of 2 witnesses who sign too. A Will must be put on paper and a “Video Will”, “Audio Will”, or computer or online Will is powerless. Saying or even writing about things to occur at or after death mostly is ineffective if not in a Will. As this book later explains Texas law does lets a Will skip 2 witnesses if it's all handwritten.

WITNESSES MUST BE AT LEAST 14 AND USUALLY NOT GETTING WILL GIFTS

A person to act as witness must be at least age 14 though age 18 is recommended. It is not required but preferable a witness not be old or live far away. A person named in a Will gift can witness a Will to make it valid. But unless there are 2 other witnesses any Will gift to a witness is limited to what they'd get by intestate law if there was no Will (which is zero unless they're close family). *Tex. Estates Code § 254.002*. To avoid the problem many people use “disinterested” witnesses not named in Will gifts. Most people also try to not use a witness named in Will as Executor or as Guardian. Often used as witnesses to a Will are neighbors, friends, workers at some business, strangers, or if needed some family members.

WHEN TOGETHER TESTATOR AND WITNESSES SIGN THE WILL

To complete a Will usually Testator signs in front of 2 witnesses who then usually sign in a few minutes. Everyone should be in 1 room and see each person sign. Witnesses usually quietly read the 1 paragraph they sign. Testator need not initial Will pages. Witnesses and Testator showing each other an ID is not required but common. Testator or witness needn't use their full legal name if they dislike and rarely used it. Texas law does not require witnesses to a Will know or be told what it is, but often a Testator says a thing like, “My name is _____ and this is the Will I want and do voluntarily and want you 2 people to witness”. A person telling people it is their Will is sometimes called “publishing” it. Some Testators also chat with witnesses a few minutes about the Will to show they know what they're doing.

KEEP SIGNED WILL IN SAFE PLACE IT CAN BE FOUND AFTER A DEATH

Once done people should keep Will so it can be found within days of a death, like in desk, drawer, safe, or less often a safe deposit box. It can be given to a person to hold. It may help to tell people where to find a Will and any needed code or keys. Though rarely done a Will can be filed for safekeeping while a person is alive with the County Clerk, but if people re-do a Will they often withdraw the old filed Will to avoid confusion.

CANCELING OLD WILLS IS USUALLY NOT A PROBLEM

Revoking (canceling) old Wills is usually not a problem. New Wills often say old Wills are revoked, and all Will forms in this book say this. To revoke a Will a person can also write “void” or “canceled” or “X” on a Will. Usually crossing out just part of a Will has no effect, and revoking a Will doesn’t bring back an earlier Will.

MOST WILLS ALLOW INFORMAL PROBATE AND DO NOT REQUIRE A BOND

Most Wills say “informal probate” can be used later which is a very nice option to reduce costs and delays. Most Wills say no “bond” or “surety” is needed for an Executor, Guardian, or similar. Most people don’t want a bond since this is insurance against misconduct that costs the estate and people trust who they named.

WILL NAMES AN EXECUTOR TO DO THINGS AFTER A DEATH

CAN NAME PERSON “EXECUTOR” TO HAVE POWER TO ACT AFTER A DEATH

Most people in a Will name someone as “Executor” to do things after their death. State law gives an Executor power to do things, like transfer property or money to new owners, handle creditors, and probate. Most Wills have language to give Executor even more power. If needed a judge can always name someone to do this job, but close family may argue about who to pick. Most Texas Wills say the person named will be an “Independent Executor” which avoids many delays and costs. Often named Executor is a spouse, family, or a friend. A lawyer or bank can be Executor if they agree and get a large fee. Naming 2 people to both be Executor is but rare due to risk of disagreements and since any 1 person named Executor should be trusted.

EXECUTOR CAN BE PAID AND ESTATE PAYS FOR EXPENSES AND COSTS

Many states let Executor ask for pay for their work. In Texas an Executor can get 5% of the value of all things handled, which is often seen as fair. But a Testator can change this in a Will if they want, and a small number of people add a bit to a Will like: “My Executor shall be paid \$900 and no more and no percentage”. Often Executors skip asking for pay to avoid income tax and leave more in the estate to carry out Will gifts. Other money an Executor or estate needs for things like repairs, insurance, costs, fees, lawyer, and utilities is usually gotten from estate accounts or selling property. A person named to be Executor can get Will gifts.

EXECUTOR IS PERSON AT LEAST 18 AND SECOND PERSON RARELY NEEDED

A person to be Executor must be 18 or older and not a felon. They needn’t be a Texas resident or even U.S. citizen but being local makes their later work easier. A judge may remove or block someone who seems very unsuitable. An Executor not living in Texas must name a local person or lawyer to get any mail. Some people name a 2nd person to serve if 1st person is unavailable, but most skip this since it’s rarely needed, if a problem is seen a new Will can be done, or a judge can pick someone. To add a 2nd person for this words can be added to a Will, like: “or if they are reasonably unable to serve I name _____ to serve”.

CHAPTER 4

WILL GIFTS INCLUDING RESIDUE

MAIN USE OF WILL IS TO SAY GIFTS TO HAPPEN AFTER DEATH

People use a Will mostly to say what happens to their property and money after their death, usually by making various Will gifts. Verbal and even most written statements about this are not usually valid if outside a Will. A Will can control property acquired after it was signed.

GIFTING IN WILL USING SIMPLE WORDS OFTEN IS BEST

Making gifts in a Will using simple words is often best, using words like “I give to” and “I gift to”. This is legally fine and avoids confusing legal words like “bequest”, “devise”, and “legacy” which few people know.

PEOPLE ARE MOSTLY FREE TO GIFT THEIR THINGS AS WANTED

People are mostly free to say where what they own goes at their death. This book does explain some limited family rights and similar things a person’s spouse and minor children under age 18 have.

IN WILL CAN DO “SPECIFIC GIFTS” TO GIFT PARTICULAR PROPERTY

Most Wills have “specific gifts” to gift particular things. Specific gifts can be any property, like “I give boat to Ed Blom” and “I give UBank account #84553873 to Sue Wu”. If a gift is not clear the law assumes all of a kind of thing is given, like “I give jewelry to Ann Po” means all jewelry. But gifting specific property can have surprises like value of an item can change, or a Will gift may fail to occur later if property is no longer owned.

IN WILL CAN DO “GENERAL GIFTS” LIKE OF MONEY

Wills can do “general gifts” where what is gifted is not particular property but can be flexibly chosen, like “I give 1 of my 3 cars to Ed Po” which lets an Executor pick which car. The usual general gift is money, like “I give \$5 to Ed Vu”. Money gifts are easy to write, let equal gifts be made, and are safer since specific items might not be owned at death. To carry out money gifts an Executor uses accounts or sells some property.

“RESIDUE CLAUSE” IS CATCH-ALL THAT HELPFULLY GIFTS ANYTHING LEFT

Most Wills by their end have a Residue Clause to gift property or money not gifted or used in Will or other way, sometimes called a “catch-all” or “left-over” clause. The Residue Clause is covered later in this Chapter.

TEXAS LAW DOES NOT LET WRITINGS OUTSIDE A WILL GIFT PROPERTY

Texas law does not let a simple list or memo be used to say gifts to occur after a death outside of a Will. Many states allow this and call it a “tangible personal property list” or similar. Note, some families if all agree may unofficially let people take small items in ways a decedent said, wrote on stickers, or put in a short list.

PERSON IN WILL GIFT USUALLY MUST SURVIVE OR GIFT DOES NOT OCCUR

Many Wills like this book’s Will forms say person named in Will gift must survive (live past) Testator for the gift to occur unless gift language specifically says different. If survival is not clearly required for a Will gift what then occurs if a named recipient is dead can be unclear (like due to confusing state “anti-lapse” laws). People doing a Will should consider how Will gifts to people dying before Testator usually have no effect. Many people if they see person in a Will gift has died re-do Will or just trust the Residue Clause to handle it.

SOME PEOPLE ADD “ALTERNATE BENEFICIARY” MAYBE FOR SPECIAL ITEMS

A person named in a Will gift dying before a Testator is rare, and if seen most people just re-do Will to add new person or let Will's Residue Clause handle it. Some people to prepare for this chance maybe for special items write in a gift an alternate beneficiary, like “I give boat to Ed Wu but if they don't survive me to Ann Wu”.

WILL CAN SAY IF RECIPIENT DIES A GIFT GOES TO “LINEAL DESCENDANTS”

A Will gift can say it goes to person but if they don't survive then to their “lineal descendants per stirpes”. Descendants are a person's children and grandchildren. “Per stirpes” is about “how” to spread things and means “by root” or “by branch”, and basically tries to divide things so each family branch gets equal share. Most Wills use “lineal descendants” language in a Residue Clause. An example shows how it works:

A Will may say: **“Furniture to Sue Wu but if they don't survive to their lineal descendants per stirpes”**, and this means if Sue Wu died and her son Ken Wu is living and her other son Ben Wu has died but left 2 children then, legally, under the law Ken Wu himself gets 50% and Ben Wu's 2 children each get 25%.

PROPERTY OR MONEY IN A “JOINT GIFT” GOES TO MULTIPLE PEOPLE

The same property or money in a “joint gift” can go to multiple people to each get a part interest, like “I give boat and all hats to Ann Wu and Sue Han” means each person owns 50% of every item. People later can split things by agreement or as Executor suggests, or Executor can sell items and split the money. If a person in a joint gift has died their part of things usually is left to transfer under a Residue Clause.

GIFT BENEFICIARIES CAN GET PERCENTAGE RATHER THAN EQUAL SHARE

If a Will gift goes to multiple people the law assumes equal shares, but if wanted percentages can be put to make unequal gifts, like “I give boat 90% to Ed Wu and 10% to Joe Hud”.

CONDITIONS ON WILL GIFTS ARE RARE DUE TO POSSIBLE PROBLEMS

Putting conditions on a gift, like “I give Ann Poe \$90 if she graduates college”, can cause problems like years of delay, risk of lawsuits, and big attorneys fees, and due to this conditions are rarely put on Will gifts.

HELPFUL LAWS OFTEN REQUIRE PERSON SURVIVE 120 HOURS TO GET GIFT

Laws in most states say a person dying within 120 hours of someone is seen as having died earlier. This avoids issues like having items be in multiple probate cases and need to know exact time of death of people.

CAN LEAVE SOME WILL GIFT LINES BLANK OR WRITE THINGS LIKE “SKIPPED”

A person writing a Will can choose to not use some gifts lines in a Will legal form, like by just leaving them blank, writing things like “SKIPPED” or “NONE” in them, or using a computer to delete some gift lines. Judges and others usually do not care about neatness or empty spaces in Wills.

LATER DIVORCE OR MURDER CANCELS WILL GIFTS TO A PERSON

Texas law says a person divorcing or murdering Testator usually cancels all Will gifts to the person.

MOST WILLS HAVE A “MISCELLANEOUS” PART WITH HELPFUL LANGUAGE

Most Wills have a “Miscellaneous” part with paragraphs of legal language to avoid some legal problems.

WILL GIFT IS FINE IF PEOPLE CAN TELL WHAT TESTATOR LIKELY MEANT

The basic legal rule is a Will gift is sufficiently detailed if people who knew Testator can inform Executor or a judge what Testator meant more likely than not, and certainty is not needed to carry out a Will gift.

RESIDUE CLAUSE GIFTING ALL LEFT IS MAIN WAY USED TO GIFT THINGS

THE “RESIDUE CLAUSE” IS CATCH-ALL THAT HELPS GIFT ANYTHING LEFT

Most Wills by their end have a Residue Clause to gift any property or money not gifted earlier in a Will or used in other ways. Things transferred this way is called the “Residue”. Many people gift most their things this way by intentionally not mentioning in Will most property and money so it’s handled by a Residue Clause. This skips need to describe things and has less legal risk. Later after a death after applying a Residue Clause if anything is left (which is rare) then closest heirs get things (this is closest family).

USUAL RESIDUE CLAUSE HAS 2 PARTS

A short 2 part Residue Clause is usual and is used in this book’s Wills, and it has:

- 1) 1st space to name 1 or more persons to get things if they survive Testator (many name a spouse or closest family here), and if several people are named but only some survive then survivors split things, and
- 2) 2nd space to name persons to get things if all in 1st space don’t survive (so these are fallbacks) (many name next family or friends here), and if a person in 2nd space died their descendants get their share.

EXAMPLE OF 2 PART RESIDUE CLAUSE:

“RESIDUE CLAUSE: I give money and property not gifted earlier:

A) to my husband John Paul Doe if they survive me, then

B) to Sam Doe my son, Beth Wu my daughter, and Greta Fisher my friend and if any of those just named do not survive me their part goes to their lineal descendants, per stirpes.”

In this example if John Paul Doe has survived then he gets all things, but if John Paul Doe hasn’t survived and also Sam Doe hasn’t survived and he left 2 daughters then those 2 daughters split the 1/3 share of Sam Doe so get 1/6 each and other 2 persons in second part Beth Wu and Greta Fisher get 1/3 each.

PEOPLE CAN PUT SAME THING IN PARTS, OR SKIP PART, OR USE PERCENTAGE

Some people put the same 1 person in both parts of a Residue Clause, to fully ensure that 1 person or if they later die their descendants will get things. Or a person with no spouse may skip the Residue Clause 1st part and in the 2nd part put their children (including any who died who had a child), so all branches of a family get an equal share. See *Appendix*. Many people use percentages in the Residue Clause. See *Appendix*.

SOME PEOPLE CHANGE A RESIDUE CLAUSE TO HAVE 1 PART

Some people change a Residue Clause to have just 1 part since this can gift more equally and be easier to understand. See *example in Appendix*. For example a Residue Clause can be made to say:

“The rest, residue, and remainder of my estate, and anything else, I give to _____ who survive me and if any of those just named do not survive me their part goes to their lineal descendants per stirpes.”

MUST SUFFICIENTLY DESCRIBE NAMES AND PROPERTY IN WILL GIFTS

PUTTING NAMES OF PEOPLE OR GROUPS IN WILL GIFTS IS FAIRLY EASY

Names in Wills are fairly easy. A judge and Executor assume a person gifts to people they know so it's OK to use common names unless 2 friends or family have the same name. Details can be used if names may not be recognized or to be friendly, like "I give \$5 to maid Sue Ax" and "I give \$5 to my loyal friend Ed Blum". If people used a nickname "also known as" or "a/k/a" may help, like "I give \$5 to Ed Wu a/k/a Old Fishy". Gifts can go to a government, charity, or group, like "I give \$5 to The Salvation Army, "I give \$5 to Dallas City Library", and "I give all clothes to Bethel Church in Irving, TX". People often phone to get a charity's name.

DESCRIPTIONS OF ITEMS IN WILL GIFTS IS FAIRLY EASY

Describing items in Wills is fairly easy since people rarely own similar items, so fine is "I give ax to Ed Wu" and "I give big table to Don Ho". It's OK to gift by list or category, like "I give cow, van, and TV to Ann Vix" or "I give tools to Ed Hill". Financial assets can use plain words, like "bank accounts" or "stocks", but some details can help, like "UBank account ending #2511". Using item location in a Will gift is risky as judges may ignore Will gifts if it seems items were placed to affect gifting and not "independently significant" life reason. So, "I give Ed Po items in safe and desk" a judge may not follow, but "I give Ed Po hats at cabin" likely is OK.

GIFTING REAL PROPERTY IS HARD SO USING RESIDUE OR TITLE IS COMMON

Gifting real property is hard. Using a "legal description" to gift is legally best but requires correct wording. This can be lot based, like: "Lot 9 in Block 11, of Smith's Addition, a subdivision in Harris County, Texas, according to plat recorded in Volume 1, Page 55, of the official Deed Records of Harris County, Texas". Or it may an old fashioned description like, "Beginning from N quarter corner of Section 4, T. 1 N, R. 70 W of the 6th PM, a N-S reference line) in Harris Co., TX, at point marked by iron stake; thence S 600 ft to point marked by iron stake; thence N 45° W 700 ft to point marked by iron stake; thence to point of beginning".

It is less safe but common to gift real property with plain words, like a house by "I give 21 Ivy Rd., Hud, TX to Leo Ian Ax", or land like "I give all real property in Oak County, TX to Sue Ann Fox". Often both address and legal description are used. It is fine to do a blanket gift, like "I give all real property and fixtures I own to ____".

Will gifts using a location do gift all land, buildings, and fixtures there with no need to describe what is there.

But the legally safest way to gift real property is 1) do nothing specific so it's covered by Will Residue Clause which covers things not specifically gifted other ways, or 2) have broker or lawyer add names to the land title.

TEXAS NOW HAS OFFICIAL FORMS THAT CAN BE USED TO MAKE A WILL

As this book has said there are official forms to do a Will at the Texas Supreme Court in the "Probate" area at <https://www.txcourts.gov/forms>. These forms are a bit inflexible and best used if most things and money go to a spouse, children, or grandchildren. Forms are: 1. Will (Single or Divorced, With Children), 2. Will (Married, With Children), 3. Will (Single or Divorced, No Children), and 4. Will (Married, No Children). Many people will find the official forms suitable, but this book also has more flexible Will forms to use.

CHAPTER 5

DEBT, MARRIAGE, AND YOUNG CHILD ISSUES

THIS CHAPTER IS ABOUT COMPLEX ISSUES IT MAY HELP TO LEARN ABOUT

This chapter covers some very complex issues people may face. People who want can do more research.

DEBT ISSUES

PAYING DECEDENT'S DEBTS MAY USE UP RESOURCES AND REDUCE GIFTS

Creditors a decedent owed can ask a judge to be paid from decedent's money and property before any Will gifts and most transfers are done, and how this occurs is set by law and a Will's words not describe this. Paying debts uses decedent's property and estate so may affect (in order) Will Residue, Will general gifts, Will specific gifts, and non-probate transfers. Some debts like for funeral and probate have priority to be paid first. Decedent's spouse or family aren't personally liable for decedent's debts unless they guaranteed or co-signed. People should consider how paying debts may use up money or property, leaving less to carry out Will gifts. Helpfully, for reasons said in this book often creditors don't act if a decedent left little, like under \$100,000.

IN TEXAS BEFORE DEBTS ARE PAID SOME FAMILY RIGHTS CAN BE USED

Many "family rights" in Texas law can be claimed by a spouse or minor children before debts are paid. First, the "living allowance" right lets family claim support during probate (often \$3,000/month but it varies). Second, the "exempt property" right lets family claim \$100,000 of personal property of the decedent to use to live which often is most household and small items. Often family also hide things from Executor or creditors. Third, as said below family may have a "homestead" right to use for a long time a home the decedent owned. Fourth, so family get something "in lieu" rights say family can claim \$45,000 of money of decedent in accounts or cash if there's no homestead property for family, plus \$30,000 if there is not enough exempt property to get. Fifth, as this book says married people often have mostly community property that creditors can't easily bother. Most people accept family by law can get a lot so by Will and other ways give mostly to their family (like over 90% and any main family home). If wanted people can see the law. Texas Estates Code § 353.001--353.155.

IN TEXAS "HOMESTEAD LAW" OFTEN PROTECTS HOME FOR FAMILY

Texas "homestead law" says, first, a person's house after death can't be bothered by creditors with no proper mortgage, home equity loan, mechanics lien, or similar (usually if married 2 spouses must sign these). Second, it says decedent's family can have possession of a family home owned by decedent (even if it was separate property) till spouse's death or children are 18. During this time to keep the home family must pay taxes and mortgage interest, and usually to keep a mortgage bank happy they also pay for home insurance. Later the house goes to who a Will, title, or other thing says. Abandoning the house, or present occupant and future owner agreeing to a sale can change this early. Due to all this and to avoid delay and uncertainty most people give house to a spouse or if no spouse to minor children, often by Will or putting them on the land title.

OFTEN SECURED DEBTS LIKE MORTGAGE OR VEHICLE LIEN AREN'T PAID OFF

Secured debts like house mortgage or vehicle lien are not usually paid off even if a Will says to pay debts. This avoids using estate resources on debts and not Will gifts. But people who want can a) gift in Will money to pay off a mortgage or lien, or b) write in a Will an order to pay (like, "I order home mortgage paid off").

MARRIAGE ISSUES

“COMMUNITY PROPERTY” LAW APPLIES TO SPOUSES IN TEXAS

Nine states mostly in West U.S. for married people use “Community Property” law, and these states are Texas, Arizona, California, Louisiana, Idaho, Nevada, New Mexico, Washington, and Wisconsin. The other states use “Separate Property” law for married people (but it can be complicated if people recently moved). A very few people sign a contract about Community Property usually before a wedding. The law is complex.

MARRIED SPOUSES MAY OWN MOST THINGS 50/50 EVEN WAGES AND SALARY

Community Property law says state residents if married share 50/50 and have a half-interest in money and property either spouse gets which is related in any way to physical or mental effort while married.

Shared things are called “community property” and all else is called “separate property”. This law is from Spanish and other traditions, seeing marriage like a partnership, and so if a person’s spouse dies the person has something to live on. Many states have laws to give any spouse a lot (often called “elective share” laws).

Wages, salary, and income related to a spouse’s labor are community property no matter what spouses wish.

SHOWING THINGS ARE NOT COMMUNITY PROPERTY CAN BE HARD

A judge will accept what spouse and family say is Community Property, but if it’s disputed the law presumes a married person’s things are community property till proven otherwise. Good records, separate accounts, or discussing ownership with witnesses can help **but is rarely done**. Putting 1 name on an account or title to a thing doesn’t change its nature. Many couples end up with **most** property and money as community property.

Examples of separate property are an inheritance or gift given to 1 spouse, personal injury lawsuit money, engagement and wedding rings, and anything owned before marriage including savings and any property.

Separate property can come from tracing things to other separate property, like if pre-marriage money pays half a car’s price it can be half separate property, if pre-marriage money pays to fix up property the increase in value can be separate property, and if pre-marriage property is sold for cash the cash is separate property.

A spouse spending effort on separate property can make it be all or partly community property, like personally doing big repairs or remodeling, actively managing a business, or actively trading stocks or a collection.

MARRIED PEOPLE FACE ISSUES AND HAVE SOME OPTIONS WHEN GIFTING

Married people face some issues with gifting by Will and other ways things, including as this book has said due to community property, family rights, and homestead rights. Married people have some options.

First, to avoid issues many people just give everything wholly to their spouse by Will or other ways.

Second, some people are careful to only gift separate property to persons not their spouse by Will and other ways, and then have all community property go to a spouse. But this can be hard to do with certainty.

Third, some people trust if they give most money and property to their spouse (like over 90% and the family home) the spouse won’t object to a small fraction of community property going to other people, and instead will cooperate with Executor in all ways. A spouse often doesn’t want the hassle, to appear selfish, or risk a lawsuit that may come just to keep a half-interest in bit of community property a decedent gave to someone.

YOUNG CHILD ISSUES

WILL CAN NAME “GUARDIAN” TO CARE FOR CHILD AND THEIR PROPERTY

If a parent dies with a child under 18 the other natural or adopted parent (but not step-parent) instantly gets control of their care including health care, school, and home issues, unless the parent is proven unfit in court which is rare. But in case it is needed (like if both parents are dead) Wills often name a “Guardian of the Person” to provide this care for child, often naming a healthy and willing family member or friend.

Since a child until 18 can't easily manage money or property many Wills name a “Guardian of the Estate” for any young child to manage their property and money, and say how to use these for a child's costs like living costs, school, and health care till usually 18 when all left goes to child. People paying things for child can ask to be paid from a child's money and property. A judge often holds a yearly hearing about this.

This book's Will forms have a spot to name a person to be both Guardian of the Person and also Guardian of the Estate. Not bothering to name different people for this is common since parents dying is rare, a child gets property and money usually only if both parents are dead so a Guardian will be involved, people chosen as wise enough to raise children usually are at least OK with finances, and a Guardian if they don't get all power may argue or sue for spending. People who want can modify a Will to name different people for this.

Note, most Wills at their end say Executor may let a person they pick to be "Custodian" manage a minor's property and money, spend it for minor's benefit, and often when minor is 18 or 21 give them the remainder. This is allowed by the new “Uniform Transfers To Minors Act” law that lets a Custodian do what a Guardian does but avoids most costs, work, and court hearings. Trusts are less often used due to this helpful law.

GUARDIAN MUST BE 18 OR OLDER AND ALTERNATE RARELY IS NEEDED

A person must be at least 18 and usually not a felon to be a Guardian. They needn't be a state resident or U.S. citizen. Wishes of last living parent has more weight. A judge may block a person who is unsuited. If no Will names a Guardian or they're unavailable a judge can pick, but this can cause family arguments. In Texas to avoid certain problems like arguments and delay more than 1 person can't act in a Guardian role unless a judge later agrees (a judge usually will agree to a married couple). Though rarely needed a Will can be changed to name a 2nd person to act if needed, like: “or if they are unable to serve I name _____ to serve”.

PICKING GUARDIANS RARELY MATTERS DESPITE PARENTS WORRYING

A young child having parents die is rare, so parents need not worry or do much to handle this possibility. A study of 311,900 people found 72,240 were under 18 and of these 2014 had lost 1 parent (2.78%) and just 97 both parents (just 0.13%), so losing parents is very rare. Census Life Factors Mortality Study #288. About half of these children shared common parents so odds for each family are even less.

CHAPTER 6

BASIC IDEAS ABOUT HEALTH CARE FORMS

BASIC IDEAS HELP PEOPLE UNDERSTAND CONTROLLING HEALTH CARE

Some ideas help people understand health care forms.

■ By law people controls their own health care by telling medical personnel what they want unless they are “incapacitated” by insufficient ability to a) communicate verbally or by notes, b) be rational, or c) be conscious. Most people keep control of their own care till death or till no big treatment options remain, but some people worry they may be incapacitated a long time so want to do health care forms.

■ Legal documents that help control health care are usually called “Advanced Directives”.

■ If an adult 18 or older becomes incapacitated the adult’s closest family like spouse or adult child usually can make emergency decisions. But later they usually must then rush to a judge to get further power if no legal document gives them more power over health care.

■ In legal documents a person can be named to have control of health care if needed. This person is often called the “Health Care Agent” or similar.

■ In legal documents people can give written medical instructions that doctors, family, and Agent must obey.

■ Parents even without legal documents usually have power over health care of children under age 18.

■ Some married people do documents to give a spouse power over medical care if they are incapacitated. Some adults give this power to parents. Young people are rarely badly sick so often skip doing these things.

■ Pain relief like pain drugs or comfort care is still given even if documents say to stop or limit other care.

■ Most people only do 1 legal document about health care that often names someone to control health care if needed and has a spot for basic instructions (this is sometimes called a “Health Care Power of Attorney”).

■ For the rare times stopping health care seems more likely to matter (like due to extreme illness or old age):

-- most people do nothing special and trust family or Health Care Agent to wisely decide when to stop care (they can weigh many factors like pain, cost, likely difficulty of treatment, beliefs, and chances of recovery);

-- a few people do a serious document to say to stop most health care if later doctors think an incapacitated person has very bad health and more medical care likely won’t help (sometimes this is called a “Living Will”;

-- a few people do a serious document to say starting immediately to not try most medical care (sometimes this is called a “Do-Not-Resuscitate” if about resuscitation or called a “Physician’s Order” if about many treatments).

CHAPTER 7

FORM 1: WILL (STANDARD)

FORM 1 IS A STANDARD WILL THAT IS FLEXIBLE AND WITH NO GUARDIANS

Form 1 is a standard Will that is flexible and lets a person control some things after their later death. This form has no part about Guardians so this form is for a person with no minor child under the age of 18. The term “Last Will And Testament” is often used since in the past a Testament page was done with a Will. A person doing a Will is called a Testator.

FORM IS WILL WITH SEVERAL PARTS

This form at start has place for person doing Will (Testator) to write full legal name (unless they dislike it and rarely used it), and write current county they reside in (a Will is still valid if people move later).

The 1st paragraph, “Gifts”, has many spaces to make either specific gifts of particular property or general gifts like of money. People can delete, copy and paste to add more, or leave blank these gift lines.

The 2nd paragraph, “Residue”, has a Residue Clause to say any property and money left after other Will parts and any other transfers is gifted to persons as the Residue Clause directs.

The 3rd paragraph, “Administration”, has space to name an Executor to do some things later.

The 4th paragraph, “Miscellaneous”, has paragraphs of legal language to help avoid certain legal issues.

Last is paragraph for person doing Will to sign, and paragraph for 2 witnesses to sign and put addresses.

WILL’S RESIDUE CLAUSE HAS 2 PLACES TO NAME PERSONS TO GET THINGS

In a Will “Residue Clause” any property and money of Testator left after other Will gifts and other things is transferred as the clause directs. Many people use a Residue Clause to gift most things to avoid need to have to describe things and for other helpful legal reasons. In this Will form’s Residue Clause there is:

- 1) a 1st space to name 1 or more persons to get the Residue, and if any named here have not survived and died before the Will maker then any other persons named here take their share,
- 2) a 2nd space to name people to get things if all in 1st space died before Will maker, and if any people named here didn’t survive their shares go to “lineal descendants” like their children.

Most people name in 1st space a spouse or closest family or closest friends, and in 2nd space next closest family or friends. This may seem complicated but usually people in 1st area of Residue Clause get things.

TESTATOR AND 2 WITNESSES WHILE TOGETHER SIGN WILL

This Will form after being filled out (except bits intentionally left blank) to be valid must be signed by person doing the Will (called Testator) in front of 2 witnesses who then also sign. Testator and witnesses should be in 1 room and see each person sign. Though not required often Testator tells witnesses a thing like, “My name is _____ and this is my Will which I do voluntarily and want you 2 people to witness”. Witnesses usually just read the 1 Will paragraph they sign. To be a witness a person must be at least age 14 though age 18 is recommended. Usually people pick witnesses not named in any Will gift and not named to be Executor, Guardian, or similar in the Will. The Testator need not initial the Will pages. Having the Testator and witnesses show each other ID with their names is common but not required.

LAST WILL AND TESTAMENT

I, _____, of _____ County, Texas, do revoke all prior Wills, Testaments, and Codicils, and do make, publish, and declare this as my Will. I am of sound mind and under no duress or undue influence and act voluntarily.

1. GIFTS. I give these gifts in this Will, but to get a gift in this section the recipient must survive me except as otherwise stated below.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

2. RESIDUE. I give the residue, rest, and remainder of my estate, my money and property of any kind and nature, and anything I have an interest in so long as it was not transferred by other Will provisions (all of which is called the “residue”), as follows:

a) to _____ who survive me with persons just named who survive me taking the share of non-survivors, then

b) to _____ and if any of those just named do not survive me their part goes to their lineal descendants per stirpes.

3. ADMINISTRATION. I name and appoint _____ as Executor including for me, my Will, and my estate, and they shall be an Independent Executor.

4. MISCELLANEOUS. The following applies to my estate, this Will, and generally.

In this Will no part left unfilled is a mistake including spaces in the residue clause.

The facts support and I want Texas law to apply to me, this Will, and my estate.

I order that my just debts, funeral and related expenses, and taxes be paid as soon after my death as practical but only those items my Executor chooses to pay.

Any gift of money in this Will has priority over gifts in any separate writing.

Priority of Will gifts of the same type is based on the order they are made in this Will.

The words give and gift also means a devise, bequest, grant, legacy, or similar terms.

I am intentionally not providing by Will or other ways for some family, including I am not providing for some children of mine and also children of a deceased child of mine.

If a Will gift reasonably mentions survival then survival is an absolute condition and anti-lapse laws or similar provisions have no effect and without survival the gift lapses. Unless a Will gift specifies otherwise if a Will gift goes to multiple recipients if any do not survive me the part to them lapses and instead goes to other surviving recipients.

No earlier transfer reduces a Will gift unless I usually called it a loan or advancement.

In this Will any gendered word includes all genders, and the singular includes the plural and vice versa, and the word "they" can mean a single person or many persons.

Unless a Will specifically says otherwise a secured debt including a mortgage or lien shall not be paid off including by an Executor or in probate, and a recipient of a Will gift of property takes it subject to debts. Also, no recipient of property who may lose anything or who pays to keep something may have my estate or people pay or do exoneration.

If I no longer have or own an item in a Will specific gift then the gift is extinguished, including no payment of money shall be done in its place.

I request and authorize any informal, summary, and quick probate or similar action. Any Executor may act independently and be an Independent Executor and Independent Administration is requested. Unless an Executor requests it I direct no action, filing, or accounting is required in court in relation to my estate including to settle my estate.

Any Executor may pick what to pay a lawyer instead of a percentage or statutory fee.

I give any Executor the a) fullest authority, discretion, and powers allowed by state law, b) power to lease, sell, mortgage, convey, or keep property including real property in a manner and time they deem helpful or proper, and c) authority to settle or pay claims or debts in the time and manner they choose. Any Executor has all powers and authority that may be given by statute or common law in any jurisdiction they act.

If a Will gift goes to several beneficiaries or a general gift is made Executor shall have sole discretion how to pick property or divide a gift, taking in account people's feelings.

Any Guardian of any type, Conservator, Custodian, or other person managing a minor's property or money may use or invade the principal and sell property without court action.

If context permits the terms Executor and Personal Representative and Administrator are interchangeable, Conservator and Guardian Of The Estate and Guardian Of Property and Custodian are interchangeable, and residue and residuary are interchangeable. Any such person may stand in the place of and have all powers like the others named here.

The residue includes lapsed or failed gifts, insurance paid to the estate, digital assets, inheritances owed me, and all I had power of appointment or testamentary disposition over.

Any Executor may access, manage, delete, modify, transfer, and otherwise control any digital accounts and assets I had any interest in or power over.

Any Executor, Personal Representative, Administrator, Guardian of any type including for any property or estate, Conservator, Custodian, and any other fiduciary under this Will or otherwise shall qualify and serve without bond, surety, security, surety bond, or similar.

If evidence does not show it likely a person survived me by 120 hours (5 days) then for this Will and my estate they shall be deemed in all ways as having died before me.

This Will does not revoke a Living Will or any legal document concerning health care.

Any Executor may at any time transfer money or property of a minor under age 18 to a Custodian to act under the Texas Uniform Transfers to Minors Act or similar law anywhere, and may pick a person to be Custodian including themselves.

If part of this Will is by law invalid or unenforceable other provisions remain in effect.

TESTATOR

IN WITNESS WHEREOF, I, _____, as Testator, do declare, publish, and sign this instrument as my Will this _____ day of _____, 20__.

Testator signature

WITNESSES

The foregoing instrument was signed by the Testator named above in our presence and declared by the Testator to be Testator's Will, and we the undersigned witnesses sign our names below on this document as witnesses at the request and in the presence of the Testator and in the presence of each other on the _____ day of _____, 20__.

Witness signature

Witness address

Witness signature

Witness address

CHAPTER 8

FORM 2: WILL (GUARDIAN)

FORM 2 IS BASIC WILL WITH GUARDIAN CLAUSE FOR YOUNG CHILD

Form 2 is a Will with a Guardian part to be used by a person with a minor child under the age of 18. The term “Last Will And Testament” is often used since in the past a Testament page was done with a Will. A person doing a Will is called a Testator.

FORM IS WILL WITH SEVERAL PARTS

This form at start has place for person doing Will (Testator) to write full legal name (unless they dislike it and rarely used it), and write current county they reside in (a Will is still valid if people move later).

The 1st paragraph, “Gifts”, has many spaces to make either specific gifts of particular property or general gifts like of money. People can delete, copy and paste to add more, or leave blank these gift lines.

The 2nd paragraph, “Residue”, has a Residue Clause to say any property and money left after other Will parts and any other transfers is gifted to persons as the Residue Clause directs.

The 3rd paragraph, “Administration”, has space to name an Executor to do some things later.

The 4th paragraph, “Guardian”, lets a Guardian be named to care for any minor child if needed (like if both parents have died) and also if needed manage any minor child’s property and money.

The 5th paragraph, “Miscellaneous”, has paragraphs of legal language to help avoid certain legal issues. Last is paragraph for person doing Will to sign, and paragraph for 2 witnesses to sign and put addresses.

WILL’S RESIDUE CLAUSE HAS 2 PLACES TO NAME PERSONS TO GET THINGS

In a Will “Residue Clause” any property and money of Testator left after other Will gifts and other things is transferred as the clause directs. Many people use a Residue Clause to gift most things to avoid need to have to describe things and for other helpful legal reasons. In this Will form’s Residue Clause there is:

- 1) a 1st space to name 1 or more persons to get the Residue, and if any named here have not survived and died before the Will maker then any other persons named here take their share,
- 2) a 2nd space to name people to get things if all in 1st space died before Will maker, and if any people named here didn’t survive their shares go to “lineal descendants” like their children.

Most people name in 1st space a spouse or closest family or closest friends, and in 2nd space next closest family or friends. This may seem complicated but usually people in 1st area of Residue Clause get things.

TESTATOR AND 2 WITNESSES WHILE TOGETHER SIGN WILL

This Will form after being filled out (except bits intentionally left blank) to be valid must be signed by person doing the Will (called Testator) in front of 2 witnesses who then also sign. Testator and witnesses should be in 1 room and see each person sign. Though not required often Testator tells witnesses a thing like, “My name is _____ and this is my Will which I do voluntarily and want you 2 people to witness”. Witnesses usually just read the 1 Will paragraph they sign. To be a witness a person must be at least age 14 though age 18 is recommended. Usually people pick witnesses not named in any Will gift and not named to be Executor, Guardian, or similar in the Will. The Testator need not initial the Will pages. Having the Testator and witnesses show each other ID with their names is common but not required.

LAST WILL AND TESTAMENT

I, _____, of _____ County, Texas, do revoke all prior Wills, Testaments, and Codicils, and do make, publish, and declare this as my Will. I am of sound mind and under no duress or undue influence and act voluntarily.

1. GIFTS. I give these gifts in this Will, but to get a gift in this section the recipient must survive me except as otherwise stated below.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

2. RESIDUE. I give the residue, rest, and remainder of my estate, my money and property of any kind and nature, and anything I have an interest in so long as it was not transferred by other Will provisions (all of which is called the “residue”), as follows:

a) to _____ who survive me with persons just named who survive me taking the share of non-survivors, then

b) to _____ and if any of those just named do not survive me their part goes to their lineal descendants per stirpes.

3. ADMINISTRATION. I name and appoint _____ as Executor including for me, my Will, and my estate, and they shall be an Independent Executor.

4. GUARDIAN. I name _____ to be if needed Guardian Of The Person of any minor child of mine and to have care, authority, custody, and control of them. I name this same person to be if needed Guardian Of The Estate for the property, money, and estate of any minor person under age 18 and to have care, power, and control over all this.

5. MISCELLANEOUS. The following applies to my estate, this Will, and generally.

In this Will no part left unfilled is a mistake including spaces in the residue clause.

The facts support and I want Texas law to apply to me, this Will, and my estate.

I order that my just debts, funeral and related expenses, and taxes be paid as soon after my death as practical but only those items my Executor chooses to pay.

Any gift of money in this Will has priority over gifts in any separate writing.

Priority of Will gifts of the same type is based on the order they are made in this Will.

The words give and gift also means a devise, bequest, grant, legacy, or similar terms.

I am intentionally not providing by Will or other ways for some family, including I am not providing for some children of mine and also children of a deceased child of mine.

If a Will gift reasonably mentions survival then survival is an absolute condition and anti-lapse laws or similar provisions have no effect and without survival the gift lapses. Unless a Will gift specifies otherwise if a Will gift goes to multiple recipients if any do not survive me the part to them lapses and instead goes to other surviving recipients.

No earlier transfer reduces a Will gift unless I usually called it a loan or advancement.

In this Will any gendered word includes all genders, and the singular includes the plural and vice versa, and the word "they" can mean a single person or many persons.

Unless a Will specifically says otherwise a secured debt including a mortgage or lien shall not be paid off including by an Executor or in probate, and a recipient of a Will gift of property takes it subject to debts. Also, no recipient of property who may lose anything or who pays to keep something may have my estate or people pay or do exoneration.

If I no longer have or own an item in a Will specific gift then the gift is extinguished, including no payment of money shall be done in its place.

I request and authorize any informal, summary, and quick probate or similar action. Any Executor may act independently and be an Independent Executor and Independent Administration is requested. Unless an Executor requests it I direct no action, filing, or accounting is required in court in relation to my estate including to settle my estate.

Any Executor may pick what to pay a lawyer instead of a percentage or statutory fee.

I give any Executor the a) fullest authority, discretion, and powers allowed by state law, b) power to lease, sell, mortgage, convey, or keep property including real property in a manner and time they deem helpful or proper, and c) authority to settle or pay claims or debts in the time and manner they choose. Any Executor has all powers and authority that may be given by statute or common law in any jurisdiction they act.

If a Will gift goes to several beneficiaries or a general gift is made Executor shall have sole discretion how to pick property or divide a gift, taking in account people's feelings.

Any Guardian of any type, Conservator, Custodian, or other person managing a minor's property or money may use or invade the principal and sell property without court action.

If context permits the terms Executor and Personal Representative and Administrator are interchangeable, Conservator and Guardian Of The Estate and Guardian Of Property and Custodian are interchangeable, and residue and residuary are interchangeable. Any such person may stand in the place of and have all powers like the others named here.

The residue includes lapsed or failed gifts, insurance paid to the estate, digital assets, inheritances owed me, and all I had power of appointment or testamentary disposition over.

Any Executor may access, manage, delete, modify, transfer, and otherwise control any digital accounts and assets I had any interest in or power over.

Any Executor, Personal Representative, Administrator, Guardian of any type including for any property or estate, Conservator, Custodian, and any other fiduciary under this Will or otherwise shall qualify and serve without bond, surety, security, surety bond, or similar.

If evidence does not show it likely a person survived me by 120 hours (5 days) then for this Will and my estate they shall be deemed in all ways as having died before me.

Any Executor may at any time transfer money or property of a minor under age 18 to a Custodian to act under the Texas Uniform Transfers to Minors Act or similar law anywhere, and may pick a person to be Custodian including themselves.

If part of this Will is by law invalid or unenforceable other provisions remain in effect.

TESTATOR

IN WITNESS WHEREOF, I, _____, as Testator, do declare, publish, and sign this instrument as my Will this _____ day of _____, 20____.

Testator signature

WITNESSES

The foregoing instrument was signed by the Testator named above in our presence and declared by the Testator to be Testator's Will, and we the undersigned witnesses sign our names below on this document as witnesses at the request and in the presence of the Testator and in the presence of each other on the _____ day of _____, 20____.

Witness signature

Witness address

Witness signature

Witness address

CHAPTER 9

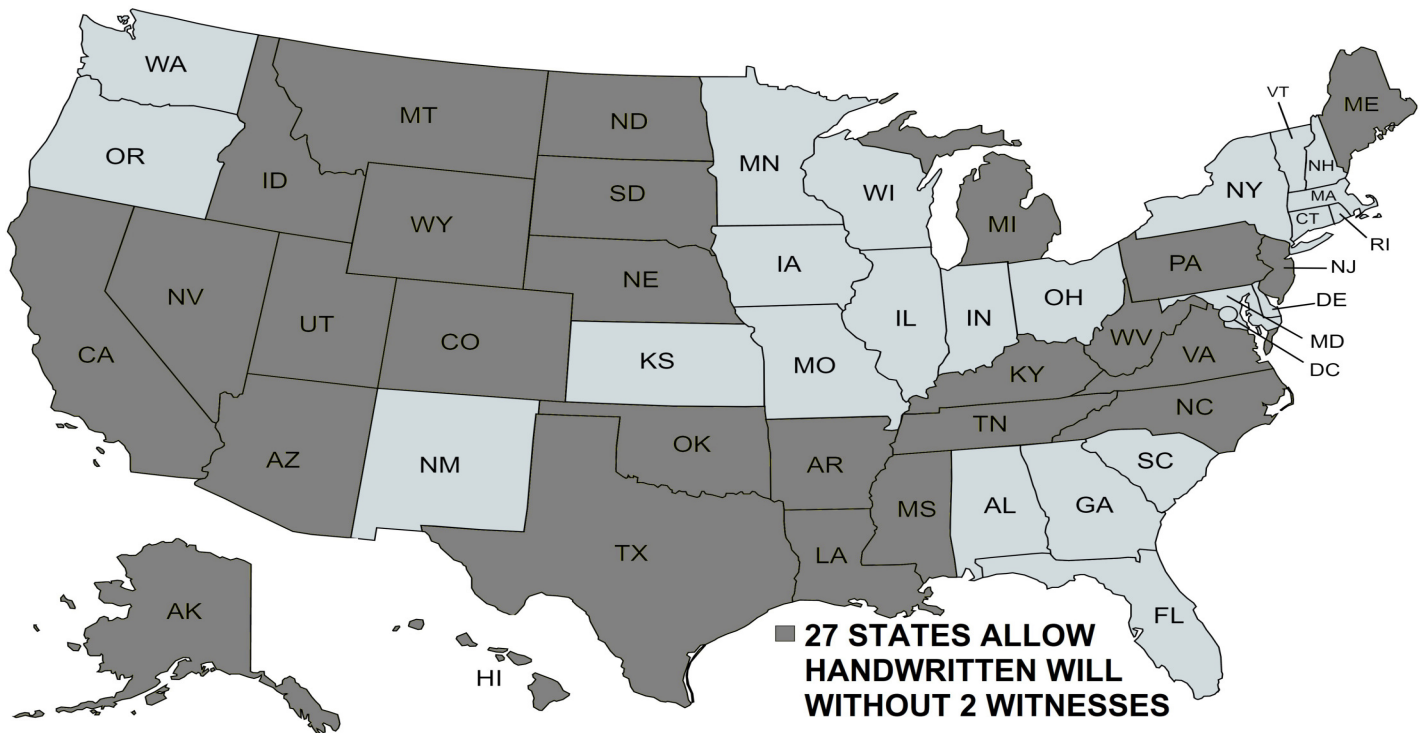
FORM 3: HANDWRITTEN WILL

FORM LETS WILL SKIP NORMAL 2 WITNESSES IF WILL IS HANDWRITTEN

A “Handwritten Will” (often called a “Holographic Will” by lawyers) is a Will that is easier to do by not needing the usual 2 witnesses see it signed if it is completely handwritten by the person doing the Will.

HANDWRITTEN WILL WITHOUT WITNESSES IS ALLOWED IN TEXAS

In 27 states including Texas a person doing a Will can skip having the usual 2 witnesses for a Will if: 1) it is all handwritten by Testator doing Will (not photocopied, typed, computer printed, or handwritten by anyone else), and 2) it is signed. This is called a “Handwritten Will”, or often called a “Holographic Will” by lawyers (since Holo means Whole and Graph means Image in the Greek language which lawyers often use). State legislators allow this since handwriting is hard to forge, people may be in emergency or rush, witnesses may be scarce in the countryside or emergencies, it is private, it can be cheap by skipping complexity and people, and it is traditional in old Mexican, French, and rural lands. States with Handwritten Wills have 55% of the U.S. population so these Wills are common, and in these states these are about 5% of all Wills. Lawmakers want people to have this simple option. See states with Handwritten Wills on map below in dark.



HANDWRITTEN WILLS ARE USUALLY FINE BUT REQUIRE LATER WORK

Some lawyers warn Handwritten Wills often read confusingly, skip legal words that can help, and are found invalid more often – but studies show they are liked and fine in most cases. It is true after a death to use a Handwritten Will a family member or friend (or expert) must write an affidavit or say in court the Will looks like Testator’s handwriting, which is a minor hassle and sometimes hard to do if a person was a loner. But a normal Will with 2 witnesses if no Self-Proving Affidavit was done also needs later proof after a death, so a Handwritten Will isn’t that different. A Handwritten Will is more often done by people who are young, in a hurry, fixing a mistake, naming a Guardian before a trip, are in a new state, or just doing it temporarily.

WORDS ON BOTTOM OF PAGE CAN BE USED FOR A HANDWRITTEN WILL

People can do a Handwritten Will with simple words in 1 or 2 sentences that is legal but may leave out helpful parts, for example: "As my Will I give my estate and everything to Judy Smith who shall be Executor." But it is recommended people use more complex words for Handwritten Will shown on bottom of this page. To do this people should change the details and names below on this page to match what they want done. The words below gives things 1st to persons whose names are written in (often spouse or children), then 2nd to surviving descendants (children and grandchildren), and then 3rd to heirs (other closest family who by law get things if there's no Will, which is (in order) parents, brothers/sisters, cousins, and then other family). People can use "Executor" or new term "Personal Representative" for person named to handle things later. Paragraph 5 below about Guardians can be totally skipped if a person has no young child under age 18. The Will must be handwritten and signed by person doing Will on some paper and using pencil is allowed.

W I L L

1. *My name is Paul Eric Hill and I now live in Tarrant County, Texas.
I revoke any prior Wills and Codicils and declare this to be my Will.*
2. *I give my estate and all else I have to Ann Eve Hill if they survive me.
If these people above don't survive me I give all this to my descendants
if they survive me.
If these people above don't survive me I give all this to my heirs.*
3. *I name Ann Eve Hill as Independent Executor for my Will and estate.*
4. *No bond or security is required of Executor or any Guardian.*
5. *I name Mary Sue Reyes as Guardian of the Person and also Guardian of
the Estate of any minor child of mine and their estate and property.*

May 8, 2022

Paul Eric Hill

CHAPTER 10

FORM 4: SELF-PROVING AFFIDAVIT

FORM CAN BE DONE WITH WILL TO REDUCE LATER LEGAL WORK

This form can help with later legal work involved with using a Will after a death. This is a statutory form found at Texas Estates Code § 251.104. This form must be completed in front of a person who is a notary.

FORM HELPS TO LATER SHOW WILL WAS PROPERLY SIGNED

This form helps after a death when trying to use a Will to prove it was properly signed. If this form isn't done more work may be needed later, like later a witness to the Will must say in court or submit a writing about how the Will was signed (or if this is not available other proof may be needed). If this form is not done there is more risk a Will is not followed later. But many states have no Self-Proving Affidavit and manage. Of people doing Wills about half skip doing a Self-Proving Affidavit mostly due to hassle of finding a notary each time a Will is done, and since it mostly just saves later minor work for people who are probably happy to do a bit of work to get things using a Will.

FORM IS DONE BY TESTATOR AND 2 WITNESSES SIGNING WITH A NOTARY

To complete the Self-Proving Affidavit form a person who is a notary (also called "notary public") must see the form signed by Testator and the 2 witnesses to the Will signing, and then notary notarizes the form. Some other officials can also do this. The form is often done within minutes of when a Will is signed but it also can be done anytime later (even months later) when Testator and 2 witnesses can meet a notary. Once done the Self-Proving Affidavit is often kept with the Will it supports.

SELF-PROVING AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, _____, and _____, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said _____, Testator, declared to me and to the said witnesses in my presence that said instrument is Testator's Will, and that Testator had willingly made and executed it as Testator's free act and deed; and the said witnesses, each on Testator's oath stated to me, in the presence and hearing of the said testator, that the said testator had declared to them that said instrument is Testator's Will, and that Testator executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said testator and at Testator's request; that Testator was at that time 18 years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States, or an auxiliary of the armed forces of the United States, or the United States Maritime Service) and was of sound mind; and that each of said witnesses was then at least 14 years of age.

Testator

Witness

Witness

Notary

Subscribed and sworn to before me by the said _____, Testator, and by the said _____ and _____, witnesses, this _____ day of _____, 20____.

(Signed) _____

(SEAL)

(Official Capacity of Officer) _____

CHAPTER 11

FORM 5: MEDICAL POWER OF ATTORNEY

FORM LETS PERSON DO THINGS TO AFFECT THEIR LATER HEALTH CARE

This form lets a person write things to affect their later health care. This is often the only Estate Planning form on health care people do. This is a statutory form found at Tex. Health And Safety Code § 166.164. This form can be found online in many places.

FORM CAN NAME “AGENT” FOR HEALTH CARE

The form lets someone be named as “Agent” to control health care if later the person doing the form is incapacitated so can't control their health care. Often made Agent is a spouse, adult child, relative, or friend. Naming a family member as Agent can avoid need to rush to see a judge for more power in an emergency. People working for a place giving health care to a person usually shouldn't be Agent for them unless they're a family relative. In the form “alternate” persons can be named to act if needed but many people skip this. In the form is a spot to say a date when the form is no longer effective, but most people do not want to have the form end at a certain date so skip this part.

FORM CAN HAVE HEALTH CARE LIMITATIONS (INSTRUCTIONS) FOR AGENT

In the form a person can write “limitations” on the Agent which lets a person give instructions on what the Agent should do. But many people skip this since writing about health care is hard to do clearly without risk causing legal problems or delays. Many people just trust their Agent to make wise decisions and do what was verbally discussed with them.

PERSON SIGNS FORM IN FRONT OF EITHER NOTARY OR 2 WITNESSES

The form must be signed in front of either a person who is a notary who then notarizes the form, or 2 witnesses at least age 18 and not named Agent in the form who then sign too. At least 1 witness must not be a relative of the person doing the form, likely to gain from person doing the form's death by Will or other way, and not work for or be associated with a place or doctor giving care to person doing the form. Once done the form should be shown to places that may give care to be put in a person's medical file. To cancel the form usually a person should tell all places shown the form it is canceled.

MEDICAL POWER OF ATTORNEY DESIGNATION OF HEALTH CARE AGENT

Texas Health And Safety Code § 166.164

I, _____ (insert your name) appoint:

Name: _____ Phone: _____

Address: _____

as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

LIMITATIONS ON THE DECISION-MAKING AUTHORITY OF MY AGENT ARE AS FOLLOWS: _____

DESIGNATION OF ALTERNATE AGENT.

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved, annulled, or declared void unless this document provides otherwise.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

Name: _____

Address: _____

Phone: _____

B. Second Alternate Agent

Name: _____

Address: _____

Phone: _____

The original of this document is kept at: _____

The following individuals or institutions have signed copies:

Name: _____

Address: _____

Name: _____

Address: _____

DURATION.

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

(IF APPLICABLE) This power of attorney ends on the following date: _____

PRIOR DESIGNATIONS REVOKED.

I revoke any prior medical power of attorney.

HIPAA RELEASE AUTHORITY

My agent shall have the power to exercise all of my rights and privileges that are granted to me under federal and state law (including the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time), concerning the confidentiality, use, and disclosure of my confidential medical information, including the right to obtain copies of any such confidential medical information.

DISCLOSURE STATEMENT.

THIS MEDICAL POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT.
BEFORE SIGNING THIS DOCUMENT, YOU
SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are unable to make the decisions for yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority is effective when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about your health care as you would have if you were able to make health care decisions for yourself.

It is important that you discuss this document with your physician or other health care provider before you sign the document to ensure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing facility, or residential care facility, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not allow a person to serve as both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions that you intend to have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Once you have signed this document, you have the right to make health care decisions for yourself as long as you are able to make those decisions, and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise in this document, your appointment of a spouse is revoked if your marriage is dissolved, annulled, or declared void.

This document may not be changed or modified. If you want to make changes in this document, you must execute a new medical power of attorney.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. If you designate an alternate agent, the alternate agent has the same authority as the agent to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS:

(1) YOU SIGN IT AND HAVE YOUR SIGNATURE ACKNOWLEDGED BEFORE A NOTARY PUBLIC; OR

(2) YOU SIGN IT IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES.

THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

- (1) the person you have designated as your agent;
- (2) a person related to you by blood or marriage;
- (3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;
- (4) your attending physician;
- (5) an employee of your attending physician;
- (6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or
- (7) a person who, at the time this medical power of attorney is executed, has a claim against any part of your estate after your death.

By signing below, I acknowledge that I have read and understand the information contained in the above disclosure statement.

(YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY. YOU MAY SIGN IT AND HAVE YOUR SIGNATURE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR YOU MAY SIGN IT IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES.)

SIGNATURE ACKNOWLEDGED BEFORE NOTARY

I sign my name to this medical power of attorney on _____ day of _____,
20____ at _____.
(City and State)

(Signature)

(Print Name)

State of Texas

County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name of person acknowledging).

NOTARY PUBLIC, State of Texas

Notary's printed name: _____

My commission expires: _____

OR

SIGNATURE IN PRESENCE OF TWO COMPETENT ADULT WITNESSES

I sign this medical power of attorney on the _____ day of _____, 20____, at

(City and State)

(Signature)

(Print Name)

STATEMENT OF FIRST WITNESS.

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

Witness Signature: _____

Print Name: _____ Date: _____

Address: _____

SIGNATURE OF SECOND WITNESS.

Witness Signature: _____

Print Name: _____ Date: _____

Address: _____

CHAPTER 12

FORM 6: DIRECTIVE TO PHYSICIANS AND FAMILY OR SURROGATES

IN FORM CAN REFUSE FURTHER MEDICAL CARE WHICH IS SERIOUS

This form lets a person do serious act of saying stop most health care if later some things happen. This form is long and tends to be used inside hospitals or similar places. This is a statutory form found at Tex. Health And Safety Code § 166.033. Nice versions of the form are online including at hhs.texas.gov. The term “surrogate” is used in the form which just means a person helping or making decisions for another. This form is often called a “Living Will”.

CAN STAY STOP MOST CARE IF LATER DOCTORS SAY IT LIKELY WON'T HELP

This form lets person do serious act of saying to stop certain health care if later doctors see person has very bad health and further medical care likely won't help. There are different options to say exactly when to later stop care. In the “Additional Requests” part of the form a person can say what they want done, but many people skip this since writing about health care is hard to do clearly and not risk causing legal problems or delays. This form is often called a “Living Will”. In the form someone can be named as Agent control health care if needed if no Medical Power Of Attorney form has already been done to do this.

PERSON SIGNS FORM IN FRONT OF 2 WITNESSES

To complete the form a person signs it in front of 2 witnesses at least age 18 who then sign form too. Persons who are witnesses should not be someone with power over health care of person doing the form, be relative of person doing the form, likely to gain by Will or other way from person doing the form's death, and not be working for or associated with any place giving care to the person doing the form. Once it is completely sign the form should be shown to any place that may give care to put in a person's medical file. To cancel the form a person usually should tell all places shown the form it is canceled.

DIRECTIVE TO PHYSICIANS AND FAMILY OR SURROGATES

(Advance Directives Act, see §166.033, Health and Safety Code)

Instructions for completing this document:

This is an important legal document known as an Advance Directive. It is designed to help you communicate your wishes about medical treatment at some time in the future when you are unable to make your wishes known because of illness or injury. These wishes are usually based on personal values. In particular, you may want to consider what burdens or hardships of treatment you would be willing to accept for a particular amount of benefit obtained if you were seriously ill.

You are encouraged to discuss your values and wishes with your family or chosen spokesperson, as well as your physician. Your physician, other health care provider, or medical institution may provide you with various resources to assist you in completing your advance directive. Brief definitions are listed below and may aid you in your discussions and advance planning. Initial the treatment choices that best reflect your personal preferences. Provide a copy of your directive to your physician, usual hospital, and family or spokesperson. Consider a periodic review of this document. By periodic review, you can best assure that the directive reflects your preferences.

In addition to this advance directive, Texas law provides for two other types of directives that can be important during a serious illness. These are the Medical Power of Attorney and the Out-of-Hospital Do-Not-Resuscitate Order. You may wish to discuss these with your physician, family, hospital representative, or other advisers. You may also wish to complete a directive related to the donation of organs and tissues.

DIRECTIVE

I, _____, recognize that the best health care is based upon a partnership of trust and communication with my physician. My physician and I will make health care or treatment decisions together as long as I am of sound mind and able to make my wishes known. If there comes a time that I am unable to make medical decisions about myself because of illness or injury, I direct that the following treatment preferences be honored.

If, in the judgment of my physician, I am suffering with a **terminal condition** from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care:

_____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

_____ I request that I be kept alive in this terminal condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

If, in the judgment of my physician, I am suffering with an **irreversible condition** so that I cannot care for myself or make decisions for myself and am expected to die without life-sustaining treatment provided in accordance with prevailing standards of care:

- _____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR
- _____ I request that I be kept alive in this irreversible condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

Additional requests: (After discussion with your physician, you may wish to consider listing particular treatments in this space that you do or do not want in specific circumstances, such as artificially administered nutrition and hydration, intravenous antibiotics, etc. Be sure to state whether you do or do not want the particular treatment.)

After signing this directive, if my representative or I elect hospice care, I understand and agree that only those treatments needed to keep me comfortable would be provided and I would not be given available life-sustaining treatments.

If I do not have a Medical Power of Attorney, and I am unable to make my wishes known, I designate the following person(s) to make health care or treatment decisions with my physician compatible with my personal values:

1. _____
2. _____

(If a Medical Power of Attorney has been executed, then an agent already has been named and you should not list additional names in this document.)

If the above persons are not available, or if I have not designated a spokesperson, I understand that a spokesperson will be chosen for me following standards specified in the laws of Texas. If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of all available medical treatment provided within the prevailing standard of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort. I understand that under Texas law this directive has no effect if I have been diagnosed as pregnant. This directive will remain in effect until I revoke it. No other person may do so.

Signed _____ **Date** _____

City, County, State of Residence _____

Two competent adult witnesses must sign below, acknowledging the signature of the declarant. The witness designated as Witness 1 may not be a person designated to make a health care or treatment decision for the patient and may not be related to the patient by blood or marriage. This witness may not be entitled to any part of the estate and may not have a claim against the estate of the patient. This witness may not be the attending physician or an employee of the attending physician. If this witness is an employee of a health care facility in which the patient is being cared for, this witness may not be involved in providing direct patient care to the patient. This witness may not be an officer, director, partner, or business office employee of a health care facility in which the patient is being cared for or of any parent organization of the health care facility.

Witness 1 _____ Witness 2 _____

Definitions:

"Artificially administered nutrition and hydration" means the provision of nutrients or fluids by a tube inserted in a vein, under the skin in the subcutaneous tissues, or in the gastrointestinal tract.

"Irreversible condition" means a condition, injury, or illness: (1) that may be treated, but is never cured or eliminated; (2) that leaves a person unable to care for or make decisions for the person's own self; and (3) that, without life-sustaining treatment provided in accordance with the prevailing standard of medical care, is fatal.

Explanation: Many serious illnesses such as cancer, failure of major organs (kidney, heart, liver, or lung), and serious brain disease such as Alzheimer's dementia may be considered irreversible early on. There is no cure, but the patient may be kept alive for prolonged periods of time if the patient receives life-sustaining treatments. Late in the course of the same illness, the disease may be considered terminal when, even with treatment, the patient is expected to die. You may wish to consider which burdens of treatment you would be willing to accept in an effort to achieve a particular outcome. This is a very personal decision that you may wish to discuss with your physician, family, or other important persons in your life.

"Life-sustaining treatment" means treatment that, based on reasonable medical judgment, sustains the life of a patient and without which the patient will die. The term includes both life-sustaining medications and artificial life support such as mechanical breathing machines, kidney dialysis treatment, and artificially administered nutrition and hydration. The term does not include the administration of pain management medication, the performance of a medical procedure necessary to provide comfort care, or any other medical care provided to alleviate a patient's pain.

"Terminal condition" means an incurable condition caused by injury, disease, or illness that according to reasonable medical judgment will produce death within six months, even with available life-sustaining treatment provided in accordance with the prevailing standard of medical care.

Explanation: Many serious illnesses may be considered irreversible early in the course of the illness, but they may not be considered terminal until the disease is fairly advanced. In thinking about terminal illness and its treatment, you again may wish to consider the relative benefits and burdens of treatment and discuss your wishes with your physician, family, or other important persons in your life.

CHAPTER 13

FORM 7: DO NOT RESUSCITATE

DOES SERIOUS ACT OF SAYING IMMEDIATELY DON'T GIVE SOME CARE

This form does the serious act of saying immediately do not give some health care listed in the form. The form is short so it can be read fast outside a hospital or similar place like by paramedics, and it is called the “Out of Hospital” form due to this. Other states have similar forms often called a POLST or MOLST form which often are a bit longer and cover more kinds of health care.

FORM CAN SAY TO IMMEDIATELY NO LONGER TRY CERTAIN HEALTH CARE

The form can say starting immediately certain medical care shouldn't be tried. There are options to pick in the form. The form is often used to say to not try to “resuscitate” to help heart or breathing, and this will include “cardio-pulmonary resuscitation” (C.P.R.) which is blowing air in mouth and pressing on the chest. A person with capacity still thinking fine can override this form like by saying this to doctors or not showing form to paramedics.

FORM IS SIGNED BY A DOCTOR AND PERSON DOING THE FORM

The form must be signed by a doctor or similar health professional, and also by the person doing the form or someone with authority for them. Usually 2 witnesses or a notary must also be involved with doing the form (but most medical places have systems to make doing this easier). Once done the form should be shown to places that may give care to be put in a person's medical file. Some people keep the form very visible to show paramedics or similar people, like on a bedside table, refrigerator, or in a shirt pocket. A bracelet or necklace can show the form has been done, but it must be the “Texas version” and be from authorized places like: MedicAlert (888-755-1448), Texas Medical Assoc. (512-370-1306), and American Medical Identifications (800-363-5985). To cancel the form a person should tell all places shown the form.

Figure: 25 TAC §157.25 (h)(2)



OUT-OF-HOSPITAL DO-NOT-RESUSCITATE (OOH-DNR) ORDER

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This document becomes effective immediately on the date of execution for health care professionals acting in out-of-hospital settings. It remains in effect until the person is pronounced dead by authorized medical or legal authority or the document is revoked. Comfort care will be given as needed.

Person's full legal name _____

Date of birth _____

☐ Male
☐ Female

A. Declaration of the adult person: I am competent and at least 18 years of age. I direct that none of the following resuscitation measures be initiated or continued for me: cardiopulmonary resuscitation (CPR), transcutaneous cardiac pacing, defibrillation, advanced airway management, artificial ventilation.

Person's signature _____ Date _____ Printed name _____

B. Declaration by legal guardian, agent or proxy on behalf of the adult person who is incompetent or otherwise incapable of communication:

I am the: ☐ legal guardian; ☐ agent in a Medical Power of Attorney; OR ☐ proxy in a directive to physicians of the above-noted person who is incompetent or otherwise mentally or physically incapable of communication.

Based upon the known desires of the person, or a determination of the best interest of the person, I direct that none of the following resuscitation measures be initiated or continued for the person: cardiopulmonary resuscitation (CPR), transcutaneous cardiac pacing, defibrillation, advanced airway management, artificial ventilation.

Signature _____ Date _____ Printed name _____

C. Declaration by a qualified relative of the adult person who is incompetent or otherwise incapable of communication: I am the above-noted person's:

☐ spouse, ☐ adult child, ☐ parent, OR ☐ nearest living relative, and I am qualified to make this treatment decision under Health and Safety Code §166.088.

To my knowledge the adult person is incompetent or otherwise mentally or physically incapable of communication and is without a legal guardian, agent or proxy. Based upon the known desires of the person or a determination of the best interests of the person, I direct that none of the following resuscitation measures be initiated or continued for the person: cardiopulmonary resuscitation (CPR), transcutaneous cardiac pacing, defibrillation, advanced airway management, artificial ventilation.

Signature _____ Date _____ Printed name _____

D. Declaration by physician based on directive to physicians by a person now incompetent or nonwritten communication to the physician by a competent person: I am the above-noted person's attending physician and have:

☐ seen evidence of his/her previously issued directive to physicians by the adult, now incompetent; OR ☐ observed his/her issuance before two witnesses of an OOH-DNR in a nonwritten manner.

I direct that none of the following resuscitation measures be initiated or continued for the person: cardiopulmonary resuscitation (CPR), transcutaneous cardiac pacing, defibrillation, advanced airway management, artificial ventilation.

Attending physician's signature _____ Date _____ Printed name _____ Lic # _____

E. Declaration on behalf of the minor person: I am the minor's: ☐ parent; ☐ legal guardian; OR ☐ managing conservator.

A physician has diagnosed the minor as suffering from a terminal or irreversible condition. I direct that none of the following resuscitation measures be initiated or continued for the person: cardiopulmonary resuscitation (CPR), transcutaneous cardiac pacing, defibrillation, advanced airway management, artificial ventilation.

Signature _____ Date _____

Printed name _____

TWO WITNESSES: (See qualifications on backside.) We have witnessed the above-noted competent adult person or authorized declarant making his/her signature above and, if applicable, the above-noted adult person making an OOH-DNR by nonwritten communication to the attending physician.

Witness 1 signature _____ Date _____ Printed name _____

Witness 2 signature _____ Date _____ Printed name _____

Notary in the State of Texas and County of _____. The above noted person personally appeared before me and signed the above noted declaration on this date _____.

Signature & seal: _____ Notary's printed name _____ Notary Seal

[Note: Notary cannot acknowledge the witnessing of the person making an OOH-DNR order in a nonwritten manner]

PHYSICIAN'S STATEMENT: I am the attending physician of the above-noted person and have noted the existence of this order in the person's medical records. I direct health care professionals acting in out-of-hospital settings, including a hospital emergency department, not to initiate or continue for the person: cardiopulmonary resuscitation (CPR), transcutaneous cardiac pacing, defibrillation, advanced airway management, artificial ventilation.

Physician's signature _____ Date _____

Printed name _____ License # _____

F. Directive by two physicians on behalf of the adult, who is incompetent or unable to communicate and without guardian, agent, proxy or relative: The person's specific wishes are unknown, but resuscitation measures are, in reasonable medical judgment, considered ineffective or are otherwise not in the best interests of the person. I direct health care professionals acting in out-of-hospital settings, including a hospital emergency department, not to initiate or continue for the person: cardiopulmonary resuscitation (CPR), transcutaneous cardiac pacing, defibrillation, advanced airway management, artificial ventilation.

Attending physician's signature _____ Date _____ Printed name _____ Lic# _____

Signature of second physician _____ Date _____ Printed name _____ Lic# _____

Physician's electronic or digital signature must meet criteria listed in Health and Safety Code §166.082(c).

All persons who have signed above must sign below, acknowledging that this document has been properly completed.

Person's signature _____ Guardian/Agent/Proxy/Relative signature _____

Attending physician's signature _____ Second physician's signature _____

Witness 1 signature _____ Witness 2 signature _____ Notary's signature _____

This document or a copy thereof must accompany the person during his/her medical transport.

INSTRUCTIONS FOR ISSUING AN OOH-DNR ORDER

PURPOSE: The Out-of-Hospital Do-Not-Resuscitate (OOH-DNR) Order on reverse side complies with Health and Safety Code (HSC), Chapter 166 for use by qualified persons or their authorized representatives to direct health care professionals to forgo resuscitation attempts and to permit the person to have a natural death with peace and dignity. This Order does NOT affect the provision of other emergency care, including comfort care.

APPLICABILITY: This OOH-DNR Order applies to health care professionals in out-of-hospital settings, including physicians' offices, hospital clinics and emergency departments.

IMPLEMENTATION: A competent adult person, at least 18 years of age, or the person's authorized representative or qualified relative may execute or issue an OOH-DNR Order. The person's attending physician will document existence of the Order in the person's permanent medical record. The OOH-DNR Order may be executed as follows:

Section A - If an adult person is competent and at least 18 years of age, he/she will sign and date the Order in Section A.

Section B - If an adult person is incompetent or otherwise mentally or physically incapable of communication and has either a legal guardian, agent in a medical power of attorney, or proxy in a directive to physicians, the guardian, agent, or proxy may execute the OOH-DNR Order by signing and dating it in Section B.

Section C - If the adult person is incompetent or otherwise mentally or physically incapable of communication and does not have a guardian, agent, or proxy, then a qualified relative may execute the OOH-DNR Order by signing and dating it in Section C.

Section D - If the person is incompetent and his/her attending physician has seen evidence of the person's previously issued proper directive to physicians or observed the person competently issue an OOH-DNR Order in a nonwritten manner, the physician may execute the Order on behalf of the person by signing and dating it in Section D.

Section E - If the person is a **minor** (less than 18 years of age), **who has been diagnosed by a physician as suffering from a terminal or irreversible condition**, then the minor's parents, legal guardian, or managing conservator may execute the OOH-DNR Order by signing and dating it in Section E.

Section F - If an adult person is incompetent or otherwise mentally or physically incapable of communication and does not have a guardian, agent, proxy, or available qualified relative to act on his/her behalf, then the attending physician may execute the OOH-DNR Order by signing and dating it in Section F with concurrence of a second physician (signing it in Section F) who is not involved in the treatment of the person or who is a representative of the ethics or medical committee of the health care facility in which the person is a patient.

In addition, the OOH-DNR Order must be signed and dated by two competent adult witnesses, who have witnessed either the competent adult person making his/her signature in section A, or authorized declarant making his/her signature in either sections B, C, or E, and if applicable, have witnessed a competent adult person making an OOH-DNR Order by nonwritten communication to the attending physician, who must sign in Section D and also the physician's statement section. Optionally, a competent adult person or authorized declarant may sign the OOH-DNR Order in the presence of a notary public. However, a notary cannot acknowledge witnessing the issuance of an OOH-DNR in a nonwritten manner, which must be observed and only can be acknowledged by two qualified witnesses. Witness or notary signatures are not required when two physicians execute the OOH-DNR Order in section F. The original or a copy of a fully and properly completed OOH-DNR Order or the presence of an OOH-DNR device on a person is sufficient evidence of the existence of the original OOH-DNR Order and either one shall be honored by responding health care professionals.

REVOCATION: An OOH-DNR Order may be revoked at ANY time by the person, person's authorized representative, or physician who executed the order. Revocation can be by verbal communication to responding health care professionals, destruction of the OOH-DNR Order, or removal of all OOH-DNR identification devices from the person.

AUTOMATIC REVOCATION: An OOH-DNR Order is automatically revoked for a person known to be pregnant or in the case of unnatural or suspicious circumstances.

DEFINITIONS

Attending Physician: A physician, selected by or assigned to a person, with primary responsibility for the person's treatment and care and is licensed by the Texas Medical Board, or is properly credentialed and holds a commission in the uniformed services of the United States and is serving on active duty in this state. [HSC §166.002(12)].

Health Care Professional: Means physicians, nurses, physician assistants and emergency medical services personnel, and, unless the context requires otherwise, includes hospital emergency department personnel. [HSC §166.081(5)]

Qualified Relative: A person meeting requirements of HSC §166.088. It states that an adult relative may execute an OOH-DNR Order on behalf of an adult person who has not executed or issued an OOH-DNR Order and is incompetent or otherwise mentally or physically incapable of communication and is without a legal guardian, agent in a medical power of attorney, or proxy in a directive to physicians, and the relative is available from one of the categories in the following priority: 1) person's spouse; 2) person's reasonably available adult children; 3) the person's parents; or, 4) the person's nearest living relative. Such qualified relative may execute an OOH-DNR Order on such described person's behalf.

Qualified Witnesses: Both witnesses must be competent adults, who have witnessed the competent adult person making his/her signature in section A, or person's authorized representatives making his/her signature in either Sections B, C, or E on the OOH-DNR Order, or if applicable, have witnessed the competent adult person making an OOH-DNR by nonwritten communication to the attending physician, who signs in Section D. Optionally, a competent adult person, guardian, agent, proxy, or qualified relative may sign the OOH-DNR Order in the presence of a notary instead of two qualified witnesses. Witness or notary signatures are not required when two physicians execute the order by signing Section F. One of the witnesses must meet the qualifications in HSC §166.003(2), which requires that at least one of the witnesses not: (1) be designated by the person to make a treatment decision; (2) be related to the person by blood or marriage; (3) be entitled to any part of the person's estate after the person's death either under a will or by law; (4) have a claim at the time of the issuance of the OOH-DNR against any part of the person's estate after the person's death; or, (5) be the attending physician; (6) be an employee of the attending physician or (7) an employee of a health care facility in which the person is a patient if the employee is providing direct patient care to the patient or is an officer, director, partner, or business office employee of the health care facility or any parent organization of the health care facility.

Report problems with this form to the Texas Department of State Health Services (DSHS) or order OOH-DNR Order/forms or identification devices at (512) 834-6700.

Declarant's, Witness', Notary's, or Physician's electronic or digital signature must meet criteria outlined in HSC §166.011

CHAPTER 14

FORM 8: STATUTORY DURABLE POWER OF ATTORNEY

FORM LETS POWER BE GIVEN OVER PROPERTY, MONEY, AND MORE

This form lets person during life give power to someone trusted over property, money, and other things. This is a statutory form found at Tex. Estates Code § 752.051. The form has helpful information at the end.

FORM GIVES POWER TO LET SOMEONE CONTROL PROPERTY AND MONEY

The form lets a person give power to someone trusted over money, property, records, and other things. The person giving power is called “Principal” and person getting power called “Agent” (or “Attorney-in-Fact”) who is often a spouse, relative, or friend. This can let someone help if a person is sick, busy, or away. It can let Agent pay bills, use accounts, buy/sell items, sign contracts, hire workers, borrow, and get records. When using form a signature should be like, for example: “John Eric Smith by Karen Amy Smith as Agent”. Importantly, in the form a person can mark which powers they want to give by initialing certain form lines. Most people give Agent much or all powers (like by initially in form item “O”) since banks and others may not obey Agent if it’s unclear if they have power to do a thing. Some people write more to give more power, like write: “My Agent has full general power and can do all things and acts I could do if personally present”. A person who isn’t incapacitated can overrule or fire the Agent. In the form instructions and limits can be written but many people skip this since if anything written is not very clear it can cause legal problems.

THE FORM HAS A FEW OPTIONS

The form has some options. A person can name many people as Agent at the same time as Co-Agents, but this can be confusing and cause legal problems. A person can name Successor Agents in case the first person named doesn’t serve for some reason, but this is rarely needed. A person can say if Agent can make gifts, but for legal reasons it is usually better if a person carries out any gifts themselves and not their Agent. A person can say the form is “durable” so isn’t affected by their later disability or incapacity (most people pick this), or can say the form is only effective when doctors say a person is incapacitated (few people pick this).

DUE TO RISKS INCLUDING FRAUD MANY SKIP FORM OR CONSULT A LAWYER

Using this form can be risky and lead to loss of money and property since the Agent can do harmful things like buy unneeded or costly items, commit fraud or similar, or by carelessness allow other harms. Agents have a duty to act reasonably for Principal but may be out of money later so can’t undo any harm. Usually banks or others can’t be blamed for obeying an Agent, and if they hesitate to obey they may owe a small money fine. The law is complex and basic acts may be fine like paying bills, getting records, or moving funds around, but some acts may be improper like making gifts, risky investments, or doing anything unusual. It is best if a person not their Agent does anything unusual. Many people skip the form or first see a lawyer.

PERSON SIGNS FORM IN FRONT OF A NOTARY

The form must be signed in front of a notary who then notarizes it. Once done most people give the form to the person getting power to use. Some cautious people also show it to banks and others in advance. To cancel the form a person should take back copies and usually inform places that saw it that it’s canceled.

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent resigns, is removed by court order, or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, _____
_____ (insert your name and address),

appoint _____
(insert the name and address of the person appointed) **as my agent** to act for me in any lawful way with respect to all of the following powers that I have initialed below. (YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.)

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (O) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (N).

TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF THE POWER. YOU MAY, BUT DO NOT NEED TO, CROSS OUT EACH POWER WITHHELD.

- _____ (A) Real property transactions;
- _____ (B) Tangible personal property transactions;
- _____ (C) Stock and bond transactions;
- _____ (D) Commodity and option transactions;
- _____ (E) Banking and other financial institution transactions;
- _____ (F) Business operating transactions;
- _____ (G) Insurance and annuity transactions;
- _____ (H) Estate, trust, and other beneficiary transactions;
- _____ (I) Claims and litigation;
- _____ (J) Personal and family maintenance;
- _____ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;

_____ (L) Retirement plan transactions;
_____ (M) Tax matters;
_____ (N) Digital assets and the content of an electronic communication;
_____ (O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE
TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O).

SPECIAL INSTRUCTIONS:

Special instructions **applicable to agent compensation** (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances):

_____ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

_____ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

Special instructions **applicable to co-agents** (if you have appointed co-agents to act, initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to act independently):

_____ Each of my co-agents may act independently for me.

_____ My co-agents may act for me only if the co-agents act jointly.

_____ My co-agents may act for me only if a majority of the co-agents act jointly.

Special instructions **applicable to gifts** (initial in front of the following sentence to have it apply):

_____ I grant my agent the power to apply my property to make gifts outright to or for the benefit of a person, including by the exercise of a presently exercisable general power of appointment held by me, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

ON THE FOLLOWING LINES YOU MAY GIVE **SPECIAL INSTRUCTIONS**
LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

UNLESS YOU DIRECT OTHERWISE BELOW, THIS POWER OF ATTORNEY IS
EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT TERMINATES.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

- (A) This power of attorney is **not affected by my subsequent disability or incapacity**.
(B) This power of attorney **becomes effective upon my disability or incapacity**.

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

If any agent named by me dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provided in this document that the dissolution or declaration does not terminate the agent's authority to act under this power of attorney), I name the following (each to act alone and successively, in the order named) as **successor(s) to that agent**: _____.

Signed this _____ day of _____, 20____.

Your Signature: _____

State of Texas

County of _____

This document was acknowledged before me on _____ (date) by _____ (name of principal).

Signature of notarial officer: _____

(Seal, if any, of notary)

Printed name: _____

My commission expires: _____

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
 - (A) the property belonging to the principal that has come to your knowledge or into your possession;
 - (B) each action taken or decision made by you as agent;
 - (C) a complete account of receipts, disbursements, and other actions of you as agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
 - (D) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
 - (E) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
 - (F) each known liability;
 - (G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and
 - (H) all documentation regarding the principal's property.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;
- (4) if you are married to the principal, the dissolution of your marriage by a court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;
- (5) the appointment and qualification of a permanent guardian of the principal's estate unless a court order provides otherwise; or
- (6) if ordered by a court, your removal as agent (attorney in fact) under this power of attorney.

An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

Liability of Agent

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

CHAPTER 15

FORM 9: AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

FORM LETS PARENT GIVE POWER TO SOMEONE OVER CHILD UNDER 18

Form lets parent of a child under 18 name someone to have power to make decisions about the child. This form is a standard form by the Texas Department Of Family and Protective Services for people to use.

FORM CAN GIVE BROAD POWER OVER A CHILD UNDER 18

This form lets parent give power to a person called “caregiver” to make decisions about a child under 18 including on health care, school, home, discipline, food, and travel. This caregiver form can help if child and parent are apart for work, school, drug treatment, sports, prison/jail, military, immigration, long visit with family or friends, or if a child is sick in hospital and quick decisions are needed. The form is usually not done for minor events like babysitting, daycare, short visits, or really any time a parent can come quickly. The parent who signed the form can overrule a decision, fire caregiver, or take back a child at any time. The form can be used for 1 long period or, also, for repeated time periods when a person helps with child.

FORM OFTEN LASTS FOR 6 MONTHS AND PARENT CAN ONLY DO 1 OF THESE

The form can be set to end at a certain date and without this it lasts 6 months. But people can do new copies of the form to extend the time (this is common). Technically a person can verbally extend the time but this can have some issues. The form gives no power over adoption, abortion, custody, or contraception. A parent can only do 1 of these forms at a time.

SOME PEOPLE DO A POWER OF ATTORNEY TO GIVE POWER OVER CHILD

A few people do additional forms maybe if they may travel or if they only want to give special powers. Some people especially if child may be outside Texas modify a Power of Attorney form to show power over a child is given in that form, like by writing: “I name _____ as Attorney-in-Fact with full power and authority over my child under age 18 (including over health care, dental, school, and all other things), and this child is named and was born as follows:_____”.

FORM IS SIGNED BY 1 OR 2 PARENTS IN FRONT OF A NOTARY

The form must be signed by 1 or 2 parents in front of a notary. Having 2 parents sign is legally best. If just 1 parent signs the 2nd parent must get mailed notice in week except in some cases as the form says. Once signed some cautious people quickly show it to schools and doctors in advance to explain it to them. If a special court order covers a child a judge may need to approve the form. To cancel the form a person usually tells the person who got power in the form and maybe tell all places shown the form it is canceled.



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

Revised
October 2017
Page 1 of 6

This authorization agreement is made in conformance with Chapter 34 of the Texas Family Code concerning the following Child:

Child's Full Name:

Date of Birth:

Parent completing this form:

Full Name:

Physical Address:

Telephone Number:

Other contact information:

Child's other parent:

Full Name:

Physical Address:

Telephone Number:

Other contact information:

Parent voluntarily authorizes the following adult caregiver or Parental Child Safety Placement voluntary caregiver to make certain decisions regarding the child, as listed on the next page of this authorization agreement.

Name:

Relationship to Child (check one):

Adult Caregiver ☐

Parental Child Safety Placement Voluntary Caregiver in accordance with Child Protective Services if requirements of Texas Family Code, Subchapter L are met ☐

Physical Address:

Telephone Number:

Other contact information:

PARENT AND VOLUNTARY ADULT CAREGIVER UNDERSTAND THAT THEY ARE
REQUIRED BY LAW TO IMMEDIATELY PROVIDE EACH OTHER WITH INFORMATION
REGARDING ANY CHANGE IN THE OTHER PARTY'S ADDRESS OR CONTACT
INFORMATION.



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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Parent authorizes the above named voluntary adult caregiver to perform the following acts in regard to the child and the voluntary adult caregiver assumes the responsibility of performing these functions (strike through any that do not apply):

- (1) To authorize medical, dental, psychological, surgical treatment, and immunization of the child, including executing any consents or authorizations for the release of information as required by law relating to the treatment or immunization;
- (2) To obtain and maintain health insurance coverage for the child and automobile insurance coverage for the child, if appropriate;
- (3) To enroll the child in a day-care program or public or private preschool, primary or secondary school;
- (4) To authorize the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities;
- (5) To authorize the child to obtain a learner's permit, driver's license, or state-issued identification card;
- (6) To authorize employment of the child;
- (7) To apply for and receive public benefits on behalf of the child; and
- (8) To obtain copies or originals of state-issued personal identification documents for the child, including the child's birth certificate; and to the extent authorized under federal law, copies or originals of federally issued personal identification documents for the child, including the child's social security card.

This authorization agreement does not confer on the voluntary adult caregiver of the child the right to authorize the performance of an abortion on the child or the administration of emergency contraception to the child.

To the best of the parent's and voluntary adult caregiver's knowledge (check if applicable):

☐ **This child is not the subject of a current (pre-existing) valid authorization agreement, and no parent, guardian, custodian, licensed child-placing agency or other agency makes any claim to actual physical possession or care, custody or control of the child that is inconsistent with this authorization agreement.**

To the best of the parent's and the voluntary adult caregiver's knowledge (choose one from below):

☐ **THERE IS NO COURT INVOLVEMENT WITH THIS CHILD**

All of the following statements must apply:

- There is no court order or pending suit affecting the parent-child relationship concerning the child.
- There is no pending litigation in any court concerning custody, possession, or placement of the child or access to or visitation with the child.
- The court does not have continuing jurisdiction concerning the child.

☐ **THIS CHILD HAS BEEN THE SUBJECT OF A COURT ACTION**

The court with continuing jurisdiction concerning the child has given written approval for the execution of the authorization agreement accompanied by the following information:

- The county in which the court is located;
- The number of the court; and
- The cause number in which the order was issued or the litigation is pending.

Please staple a copy of the court's order to this agreement.



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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WARNINGS AND DISCLOSURES

This authorization agreement is an important legal document. The parent and the voluntary adult caregiver must read all of the warnings and disclosures before signing this authorization agreement.

The parent and voluntary adult caregiver are not required to consult an attorney but are advised to do so.

A parent's rights as a parent may be adversely affected by placing or leaving the parent's child with another person.

This authorization agreement does not confer on the voluntary adult caregiver the rights of a managing or possessory conservator or legal guardian.

A parent who is a party to this authorization agreement may terminate the authorization agreement and resume custody, possession, care, and control of the child on demand and at any time the parent may request the return of the child.

Failure by the voluntary adult caregiver to return the child to the parent immediately on request may have criminal and civil consequences.

Under other applicable law, the voluntary adult caregiver may be liable for certain expenses relating to the child in the voluntary caregiver's care, but the parent still retains the parental obligation to support the child.

In certain circumstances, this authorization agreement may not be entered into without written permission of the court. Examples of when court permission must be granted include when a court has entered a previous order granting custody or establishing a child support obligation.

This authorization agreement may be terminated by certain court orders affecting the child.

This authorization agreement does not supersede, invalidate, or terminate any prior authorization agreement regarding the child.

This authorization agreement is void if a prior authorization agreement regarding the child is in effect and has not expired or been terminated.

This authorization agreement does not confer on the voluntary adult caregiver of the child the right to authorize the performance of an abortion on the child or the administration of emergency contraception to the child.



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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MAILING REQUIREMENTS:

When both parents do not sign the parent authorization agreement, a copy of the agreement **MUST** be mailed to the non-signing parent at the parent's last known address, unless that parent is deceased or has had his or her parental rights terminated. This authorization agreement is **void** unless not later than the 10th day after the date the authorization agreement is signed:

1. The parties mail one copy of this agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable, to the non-signing parent; and
2. The parties mail one copy of the agreement by first class mail or international first class mail, as applicable to the non-signing parent.

A party to the authorization agreement shall immediately inform each other party of any change in the party's address or contact information. If a party fails to comply with this subsection, the authorization agreement is voidable by the other party.

EXCEPTION TO MAILING REQUIREMENTS:

If a parent who did not sign the authorization agreement **does not have court-ordered possession of or access to the child who is the subject of the agreement**, the parent who is a party to the agreement does not have to mail a copy of the agreement to the non-signing parent if either of the following circumstances applies:

1. A protective order has been issued against the non-signing parent as provided under Chapter 85 of the Texas Family Code or under a similar law of another state for committing an act of family violence (as defined by Section 71.004 of the Texas Family Code) against the parent who signed the agreement or any child of the parent who signed the agreement; or
2. The non-signing parent has been convicted of any of the following criminal offenses against the parent who signed the agreement or any child of the parent who signed the agreement:
any offense under Title 5 of the Texas Penal Code (including murder, homicide, kidnapping, assault and sexual assault); or
any other criminal offense in Texas or any other state if the offense involves a violent act or prohibited sexual conduct.

TERM OF AUTHORIZATION AGREEMENT

This authorization agreement is for a term of:

- six months from the date the parties enter into the agreement, and will renew automatically for six-month terms unless the agreement is terminated by any of the circumstances provided in Section 34.008 of the Texas Family Code; or
- the time provided in the agreement with a specific expiration date earlier than six months after the date the parties enter into the agreement.

If the parent does not want the agreement to last for six months and renew automatically for six-month terms after that, the parent must identify the circumstances under which the authorization agreement may be terminated (as provided by Section 34.008) before the term of the agreement expires; or continued beyond the term of the agreement by a court (as provided by Section 34.008(b)). Note: See last page of form for full text of Section 34.008 regarding terminating or revoking the agreement

If the parent wishes the agreement to expire at a date earlier than six months from the date the parties enter into the agreement, indicate the date the agreement is to expire: _____

If applicable, state circumstances to terminate the agreement before the expiration date:



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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By signing below, parent and the voluntary adult caregiver acknowledge that they have each read this authorization agreement carefully, are entering into the authorization agreement voluntarily, and have read and understand all of the Warnings and Disclosures included in this authorization agreement.

PARENT

Printed name:

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this ____ day of _____, 20____.

Notary Public in and for the State of TEXAS

PARENT**

Printed name:

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this ____ day of _____, 20____.

Notary Public in and for the State of TEXAS

VOLUNTARY ADULT CAREGIVER

Printed name:

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this ____ day of _____, 20____.

Notary Public in and for the State of TEXAS



AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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Important statutory provisions Texas Family Code (as of September 1, 2017)

Statute:

Sec. 34.0075 TERM OF AUTHORIZATION AGREEMENT

An authorization agreement executed under this chapter is for a term of six months from the date the parties enter into the agreement and renews automatically for six-month terms unless:

- (1) an earlier expiration date is stated in the authorization agreement;
- (2) the authorization agreement is terminated as provided by Section 34.008; or
- (3) a court authorizes the continuation of the agreement as provided by Section 34.008(b).

Sec. 34.008. TERMINATION OF AUTHORIZATION AGREEMENT

(a) Except as provided by Subsection (b), an authorization agreement under this chapter terminates if, after the execution of the authorization agreement, a court enters an order:

- (1) affecting the parent-child relationship;
- (2) concerning custody, possession, or placement of the child;
- (3) concerning access to or visitation with the child; or
- (4) regarding the appointment of a guardian for the child under Subchapter B, Chapter 1104, Estates Code.

(b) An authorization agreement may continue after a court order described by Subsection (a) is entered if the court entering the order gives written permission.

(c) An authorization agreement under this chapter terminates on written revocation by a party to the authorization agreement if the party:

- (1) gives each party written notice of the revocation;
- (2) files the written revocation with the clerk of the county in which:
 - (A) the child resides;
 - (B) the child resided at the time the authorization agreement was executed; or
 - (C) the adult caregiver resides; and
- (3) files the written revocation with the clerk of each court:
 - (A) that has continuing, exclusive jurisdiction over the child;
 - (B) in which there is a court order or pending suit affecting the parent-child relationship concerning the child;
 - (C) in which there is pending litigation concerning:
 - (i) custody, possession, or placement of the child; or
 - (ii) access to or visitation with the child; or
 - (D) that has entered an order regarding the appointment of a guardian for the child under Subchapter B, Chapter 1104, Estates Code.

(e) If both parents have signed the authorization agreement, either parent may revoke the authorization agreement without the other parent's consent.

(f) Execution of a subsequent authorization agreement does not by itself supersede, invalidate, or terminate a prior authorization agreement.

CHAPTER 16

FORM 10: APPOINTMENT FOR DISPOSITION OF REMAINS

LETS PERSON BE NAMED AND INSTRUCTIONS GIVEN TO CONTROL DEAD BODY

This form lets someone be named and instructions given by a person to control their body after death (their “remains”) and related things like funeral, burial, cremation, ceremonies, and buying things for all this. This form is a statutory form found at Texas Health And Safety Code § 711.001 for people to use if wanted. The term “appointment” in the form title means to name someone.

CAN NAME PERSON TO CONTROL DEAD BODY AND GIVE INSTRUCTIONS

This form is rarely used like only when it seems family may be too upset while mourning, be bad with money, or do unwanted things. This form lets a person name someone as “Agent” to control their dead body and related things like funeral, burial, cremation, ceremonies, and buying things for all this. If this form is not done control of all this is legally handled by the closest family (spouse, children, parents, then siblings). There is a spot to name a second person and third person to act if needed (as “Successor” Agents) but most people skip this since it is rarely ever needed. The form has an area for instructions but many people skip this or write little and mostly trust the Agent or family to do what they mentioned they wanted done. Payment for things comes from pre-paid funeral accounts, insurance, and a dead person’s or estate’s money and property, and Executor and family legally must help arrange payment using these things. Legally people including family should do the funeral, burial, and related things the dead person wanted if decedent’s properly, money, and estate can afford it.

SIGN FORM WITH NOTARY

To complete the form it is signed by person in front of a notary who then notarizes it. Once done the form should be given to someone to hold or put in a place it can be found quickly within days of a death. Before using the form an Agent must sign at the end to show they accept their position.

APPOINTMENT FOR DISPOSITION OF REMAINS

I, _____,
(your name and address)

being of sound mind, willfully and voluntarily make known my desire that, upon my death, the disposition of my remains shall be controlled by _____ (name of agent) in accordance with Section 711.002, Health and Safety Code, and, with respect to that subject only, I hereby appoint such person as my agent (attorney-in-fact).

All decisions made by my agent with respect to the disposition of my remains, including cremation, shall be binding.

SPECIAL DIRECTIONS:

Set forth below are any special directions limiting the power granted to my agent:

AGENT:

Name: _____ Telephone Number: _____
Address: _____

SUCCESSORS:

If my agent or a successor agent dies, becomes legally disabled, resigns, or refuses to act, or if my marriage to my agent or successor agent is dissolved by divorce, annulled, or declared void before my death and this instrument does not state that the agent or successor agent continues to serve after my marriage to that agent or successor agent is dissolved by divorce, annulled, or declared void, I hereby appoint the following persons (each to act alone and successively, in the order named) to serve as my agent (attorney-in-fact) to control the disposition of my remains as authorized by this document:

1. First Successor

Name: _____ Telephone Number: _____
Address: _____

2. Second Successor

Name: _____ Telephone Number: _____
Address: _____

DURATION:

This appointment becomes effective upon my death.

PRIOR APPOINTMENTS REVOKED:

I hereby revoke any prior appointment of any person to control disposition of my remains.

RELIANCE:

I hereby agree that any cemetery organization, business operating a crematory or columbarium or both, funeral director or embalmer, or funeral establishment who receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to any such party until that party receives actual notice of the modification or revocation. No such party shall be liable because of reliance on a copy of this document.

ASSUMPTION:

THE AGENT, AND EACH SUCCESSOR AGENT, BY ACCEPTING THIS APPOINTMENT, ASSUMES THE OBLIGATIONS PROVIDED IN, AND IS BOUND BY THE PROVISIONS OF, SECTION 711.002, HEALTH AND SAFETY CODE.

SIGNATURES:

This written instrument and my appointments of an agent and any successor agent in this instrument are valid without the signature of my agent and any successor agents below. Each agent, or a successor agent, acting pursuant to this appointment must indicate acceptance of the appointment by signing below before acting as my agent.

Signed this _____ day of _____, 20____.

(your signature)

State of Texas

County of _____

This document was acknowledged before me on _____ (date)
by _____ (name of principal).

(signature of notarial officer)

[Seal, if any, of notary]

(printed name)

My commission expires: _____

ACCEPTANCE AND ASSUMPTION BY AGENT (MAY BE DONE LATER):

I have no knowledge of or any reason to believe this Appointment for Disposition of Remains has been revoked. I hereby accept the appointment made in this instrument with the understanding that I will be individually liable for the reasonable cost of the decedent's interment, for which I may seek reimbursement from the decedent's estate.

Acceptance of Appointment:

(signature of agent)

(date of signature)

Acceptance of Appointment:

(signature of first successor)

(date of signature)

Acceptance of Appointment:

(signature of second successor)

(date of signature)

APPENDIX:

SAMPLE FILLED OUT LEGAL FORMS

TO GET FORMS TO USE PEOPLE CAN:

- (1) PHOTOCOPY BOOK PAGES,
- (2) TEAR OUT PAGES FROM A BOOK, OR
- (3) DOWNLOAD BOOK WITH FORMS FROM WWW.DAVENPORTPUBLISHING.COM,
AND USUALLY USING A PDF IS BEST TO AVOID SPACING/FORMAT CHANGES.

EMAIL ANY COMMENTS TO DAVENPORTPRESS@GMAIL.COM.

On the next pages to show how it can be done are some sample filled out legal forms.

People can add words to legal forms by computer or typewriter to be neater, but many people just by hand use pen, marker, or pencil to handwrite words into forms.

It is not required but better if signatures and dates are in ink or marker (not pencil).

Many parts of the forms especially spaces for Will gifts can be left empty and unfilled.

Anyone can fill in the words in a legal form not just the person doing the form, like a friend with neat writing can fill in all the words, addresses, and dates that are needed.
Only the signatures must be done by each person doing the form for themselves.

When adding words in a form any of these is a fine way to do this:

"I appoint John Doe as Agent" ,
"I appoint John Doe as Agent",
"I appoint John Doe as Agent".

When doing forms it may help to know "respectively" means "in the order just stated".

People need not worry about neatness or small mistakes, and a document is usually fine if those people who knew person during their life can tell the likely meaning.

Sample Filled Out Form: Last Will and Testament (Standard)
with Gifts section skipped to not bother with making many small gifts

LAST WILL AND TESTAMENT

I, Paul Thomas Maxwell, of Denton County, Texas, do revoke all prior Wills, Testaments, and Codicils, and do make, publish, and declare this as my Will.
I am of sound mind and under no duress or undue influence and acting voluntarily.

1. GIFTS. I give these gifts in this Will, but to get a gift in this section the recipient must survive me except as otherwise stated below.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

I give _____ to _____.

2. RESIDUE. I give the rest and residue and remainder of my estate, my money and property of any kind and nature, and anything I have an interest in so long as it was not transferred by other Will provisions (all of which is called the “residue”), as follows:

a) to Susan Lee Maxwell who survive me with persons just named who survive me taking the share of non-survivors, then

b) to Oscar David Maxwell and Jennifer Judy Tabor and if any of those just named do not survive me their part goes to their lineal descendants, per stirpes.

4. ADMINISTRATION. I name and appoint Susan Lee Maxwell as Executor including for me, my Will, and my estate, and they shall be an Independent Executor.

5. MISCELLANEOUS. The following applies to this Will and generally.

As Testator I agree and say I am a Texas resident and Texas law should apply to this Will and all related issues and matters, and I request this be done.

Priority of Will gifts of the same type is based on the order they are written.

In this document no unfilled part is a mistake and residue spaces may be left blank.

The words “give” and “gift” also means a devise, bequest, grant, legacy, or similar.

A gift of property no longer owned by Testator at death shall lapse and be of no effect including no payment of money shall be done in its place, all without ademption.

If gift or gift section mentions survival, survive, or surviving then survival is an absolute condition and anti-lapse laws or similar have no effect.

Any failure to make gifts to family including children is intentional and not a mistake.

No gift or transfer made during life reduces or offsets a Will gift unless during my life I expressly usually called it a “loan” or “advancement”.

Use of particular gender shall include other genders, reference to singular or plural shall include the other, and “they” may be singular or plural.

Unless parts of this Will specifically say otherwise a secured debt like mortgage or lien on real property or vehicles shall not be paid off, recipient of property takes it subject to liens, and no recipient who has debtor take property or get payment via use or threat of a secured debt may require a devisee, recipient, heir, or estate to pay or do anything.

Any Executor for me or my estate may act independently and serve as or like an Independent Executor and Independent Administration is requested. Unless an Executor requests it I direct no action, filing, or accounting is required in court in relation to my estate other than those required by law, including in relation to settlement of my estate.

I give any Executor a) the fullest authority, powers, and discretion allowed by state law, b) authority to lease, sell, mortgage, convey, or retain property including real property in any such manner and time they deem helpful or proper, c) authority to anytime settle or pay claims or debts if they in their sole discretion choose, and d) all other possible power.

If a Will gift goes to several beneficiaries or a general gift is made Executor shall have sole discretion how to pick property or divide a gift, taking in account people’s feelings.

I suggest if a lawyer is needed one is hired who charges a reasonable amount.

I request and authorize any informal, summary, and quick probate or similar action.

If context reasonably permits the terms Executor, Personal Representative, and Administrator shall be interchangeable as if all were written, and if context permits Guardian of any type shall be interchangeable with Conservator and Guardian of Property.

The residue includes lapsed or failed gifts, insurance paid to estate, inheritances owed me, and property I had or have a power of appointment or testamentary disposition over.

Any Executor, Guardian of the Person, Guardian of the Estate, Personal Representative, Administrator, Conservator, Custodian, other Guardian, and any fiduciary under this Will or otherwise, shall qualify and serve in Texas or other place without bond, security, surety, or any similar thing, and despite their residence or citizenship or lack of ties.

Any Guardian named to help a child of me is also named for other dependents of mine.

This Will does not revoke a Living Will or any legal document concerning health care.

Any Executor in their sole discretion may at any time transfer money or property of any minor under age 18 to a Custodian to serve under the Texas Uniform Transfers To Minors Act or any similar law in any place. Custodian will manage, make discretionary payments of any kind and to any recipient to benefit the minor, and pay any remainder to the minor at age 18. I name as Custodian the Guardian of the Estate named in this Will, or if they fail to serve the Executor named in this Will, or any Executor may select the Custodian. When doing this no bond, court action, or anything is required of Custodian or Executor.

If part of this Will is by law invalid or unenforceable other provisions remain in effect.

TESTATOR

IN WITNESS WHEREOF, I, Paul Thomas Maxwell as Testator, do declare, publish, and sign this instrument as my Will this 22nd day of June, 20 22.

Paul Thomas Maxwell

Testator signature

WITNESSES

The foregoing instrument was signed by the Testator named above in our presence and declared by the Testator to be Testator's Will, and we the undersigned witnesses sign our names below on this document as witnesses at the request and in the presence of the Testator and in the presence of each other on the 22nd day of June, 20 22.

Eve Mable Rogers

Witness

14 2nd St., El Paso, Texas, 79835

Witness Address

Mary Ann Moon

Witness

835 Buffalo Road, Milwaukee, WI 53290

Witness Address

Sample Filled Out Form: Last Will and Testament (Standard)
with Residue Clause using percentages and Guardian part used

LAST WILL AND TESTAMENT

I, Paul Brian Kent, of Neuces County, Texas, do revoke all prior Wills, Testaments, and Codicils, and do make, publish, and declare this as my Will.
I am of sound mind and under no duress or undue influence and acting voluntarily.

1. GIFTS. I give these gifts in this Will, but to get a gift in this section the recipient must survive me except as otherwise stated below.

I give big oak table to Anne J. Wix.

I give \$5,000 to Loretta Marsha Switt.

I give 63 Ivy Road, El Paso, Texas to Kenneth Victor Poppler.

I give all land I own in Tarrant County, Texas to Greta Olivia Fox.

I give 903 Iceberg Road, Anchorage, Alaska to James Eric Hanson.

I give Bronze Roman Lamp to Anne Kilby and Kevin Kilby.

I give wedding ring to Ruth Jones.

I give all jewelry not given above to Kay Pidoski.

I give Wells Fargo acct ending in #8923 to Lawrence Deer a hunting buddy.

I give 1998 Ford truck to John Rupert Smith.

I give \$200 to Binker Food Shelf on Smith Road in Pearland, Texas.

I give all spare tires and auto parts I own to Victor Perez my mechanic.

I give \$1000 each to each of my grandchildren.

2. RESIDUE. I give the rest and residue and remainder of my estate, my property of any kind and nature, and anything I have an interest in (all of which is called the “residue”), so long as any such thing was not transferred by other Will provisions, as follows:

a) to Ruth May Kent my wife who survive me with persons just named who survive me taking the share of non-survivors, then

b) to 45% to Oscar Elliot Kent my son and 45% to Karen Lisa Lundy my daughter and 10% to Pedro Juan Sanchez and if any of those just named do not survive me their part goes to their lineal descendants, per stirpes.

3. ADMINISTRATION. I name and appoint Ruth May Kent as Executor including for me, my Will, and my estate, and they shall be an Independent Executor.

4. GUARDIAN. I name Karen Lisa Fox my sister to be if needed Guardian Of The Person of any minor child of mine and to have care, authority, custody, and control of them. I name this same person to be if needed Guardian Of The Estate for the property, money, and estate of any minor person under age 18 and to have care, power, and control over all this.

5. MISCELLANEOUS. The following applies to this Will and generally.

As Testator I agree and say I am a Texas resident and Texas law should apply to this Will and all related issues and matters, and I request this be done.

Priority of Will gifts of the same type is based on the order they are written.

In this document no unfilled part is a mistake and residue spaces may be left blank.

The words “give” and “gift” also means a devise, bequest, grant, legacy, or similar.

A gift of property no longer owned by Testator at death shall lapse and be of no effect including no payment of money shall be done in its place, all without ademption.

If gift or gift section mentions survival, survive, or surviving then survival is an absolute condition and anti-lapse laws or similar have no effect.

Any failure to make gifts to family including children is intentional and not a mistake.

No gift or transfer made during life reduces or offsets a Will gift unless during my life I expressly usually called it a “loan” or “advancement”.

Use of particular gender shall include other genders, reference to singular or plural shall include the other, and “they” may be singular or plural.

Unless parts of this Will specifically say otherwise a secured debt like mortgage or lien on real property or vehicles shall not be paid off, recipient of property takes it subject to liens, and no recipient who has debtor take property or get payment via use or threat of a secured debt may require a devisee, recipient, heir, or estate to pay or do anything.

Any Executor for me or my estate may act independently and serve as or like an Independent Executor and Independent Administration is requested. Unless an Executor requests it I direct no action, filing, or accounting is required in court in relation to my estate other than those required by law, including in relation to settlement of my estate.

I give any Executor a) the fullest authority, powers, and discretion allowed by state law, b) authority to lease, sell, mortgage, convey, or retain property including real property in any such manner and time they deem helpful or proper, c) authority to anytime settle or pay claims or debts if they in their sole discretion choose, and d) all other possible power.

If a Will gift goes to several beneficiaries or a general gift is made Executor shall have sole discretion how to pick property or divide a gift, taking in account people’s feelings.

I suggest if a lawyer is needed one is hired who charges a reasonable amount.

I request and authorize any informal, summary, and quick probate or similar action.

If context reasonably permits the terms Executor, Personal Representative, and

Administrator shall be interchangeable as if all were written, and if context permits Guardian of any type shall be interchangeable with Conservator and Guardian of Property.

The residue includes lapsed or failed gifts, insurance paid to estate, inheritances owed me, and property I had or have a power of appointment or testamentary disposition over.

Any Executor, Guardian of the Person, Guardian of the Estate, Personal Representative, Administrator, Conservator, Custodian, other Guardian, and any fiduciary under this Will or otherwise, shall qualify and serve in Texas or other place without bond, security, surety, or any similar thing, and despite their residence or citizenship or lack of ties.

Any Guardian named to help a child of me is also named for other dependents of mine.

This Will does not revoke a Living Will or any legal document concerning health care.

Any Executor in their sole discretion may at any time transfer money or property of any minor under age 18 to a Custodian to serve under the Texas Uniform Transfers To Minors Act or any similar law in any place. Custodian will manage, make discretionary payments of any kind and to any recipient to benefit the minor, and pay any remainder to the minor at age 18. I name as Custodian the Guardian of the Estate named in this Will, or if they fail to serve the Executor named in this Will, or any Executor may select the Custodian. When doing this no bond, court action, or anything is required of Custodian or Executor.

If part of this Will is by law invalid or unenforceable other provisions remain in effect.

TESTATOR

IN WITNESS WHEREOF, I, Paul Brian Kent, as Testator, do declare, publish, and sign this instrument as my Will this 30th day of December, 20 19.

Paul Brian Kent
Testator signature

WITNESSES

The foregoing instrument was signed by the Testator named above in our presence and declared by the Testator to be Testator's Will, and we the undersigned witnesses sign our names below on this document as witnesses at the request and in the presence of the Testator and in the presence of each other on the 30th day of December, 20 19.

Olivia Joy Pawlenty
Witness

87 Henderson Avenue, Dallas, TX 75001
Witness Address

Roy Felix Pawlenty
Witness

87 Henderson Avenue, Dallas, TX 75001
Witness Address

Sample Filled Out Form: Last Will and Testament (Standard)
with Gifts section mostly skipped and Will modified to have 1 Part Residue Clause

LAST WILL AND TESTAMENT

I, **David Eric Smith**, of **Anderson** County, Texas, do revoke all of my prior Wills, Testaments, and Codicils, and do make, publish, and declare this as my Will.

I am of sound mind and under no duress or undue influence and acting voluntarily.

1. GIFTS. I give these gifts in this Will, but to get a gift in this section the recipient must survive me except as otherwise stated below.

I give \$500 to each of my brothers, sisters, and cousins .

I give \$1000 to First Resource Center Food Pantry, Palestine, Texas .

2. RESIDUE. The rest and residue and remainder of my estate, my property of any kind and nature, and anything I have an interest in, I give to **Adam Michael Smith and Ann Sue Baker who survive me** and to lineal descendants per stirpes of a person just named who did not survive me.

3. ADMINISTRATION. I name and appoint **Ann Sue Baker** as Executor including for me, my Will, and my estate, and they shall be an Independent Executor.

4. MISCELLANEOUS. The following applies to this Will and generally.

As Testator I agree and say I am a Texas resident and Texas law should apply to this Will and all related issues and matters, and I request this be done.

Priority of Will gifts of the same type is based on the order they are written.

In this document no unfilled part is a mistake and residue spaces may be left blank.

The words “give” and “gift” also means a devise, bequest, grant, legacy, or similar.

A gift of property no longer owned by Testator at death shall lapse and be of no effect including no payment of money shall be done in its place, all without ademption.

If gift or gift section mentions survival, survive, or surviving then survival is an absolute condition and anti-lapse laws or similar have no effect.

Any failure to make gifts to family including children is intentional and not a mistake.

No gift or transfer made during life reduces or offsets a Will gift unless during my life I expressly usually called it a “loan” or “advancement”.

Use of particular gender shall include other genders, reference to singular or plural shall include the other, and “they” may be singular or plural.

Unless parts of this Will specifically say otherwise a secured debt like mortgage or lien on real property or vehicles shall not be paid off, recipient of property takes it subject to liens, and no recipient who has debtor take property or get payment via use or threat of a secured debt may require a devisee, recipient, heir, or estate to pay or do anything.

Any Executor for me or my estate may act independently and serve as or like an Independent Executor and Independent Administration is requested. Unless an Executor requests it I direct no action, filing, or accounting is required in court in relation to my estate other than those required by law, including in relation to settlement of my estate.

I give any Executor a) the fullest authority, powers, and discretion allowed by state law, b) authority to lease, sell, mortgage, convey, or retain property including real property in any such manner and time they deem helpful or proper, c) authority to anytime settle or pay claims or debts if they in their sole discretion choose, and d) all other possible power.

If a Will gift goes to several beneficiaries or a general gift is made Executor shall have sole discretion how to pick property or divide a gift, taking in account people's feelings.

I suggest if a lawyer is needed one is hired who charges a reasonable amount.

I request and authorize any informal, summary, and quick probate or similar action.

If context reasonably permits the terms Executor, Personal Representative, and Administrator shall be interchangeable as if all were written, and if context permits Guardian of any type shall be interchangeable with Conservator and Guardian of Property.

The residue includes lapsed or failed gifts, insurance paid to estate, inheritances owed me, and property I had or have a power of appointment or testamentary disposition over.

Any Executor, Guardian of the Person, Guardian of the Estate, Personal Representative, Administrator, Conservator, Custodian, other Guardian, and any fiduciary under this Will or otherwise, shall qualify and serve in Texas or other place without bond, security, surety, or any similar thing, and despite their residence or citizenship or lack of ties.

Any Guardian named to help a child of me is also named for other dependents of mine.

This Will does not revoke a Living Will or any legal document concerning health care.

Any Executor in their sole discretion may at any time transfer money or property of any minor under age 18 to a Custodian to serve under the Texas Uniform Transfers To Minors Act or any similar law in any place. Custodian will manage, make discretionary payments of any kind and to any recipient to benefit the minor, and pay any remainder to the minor at age 18. I name as Custodian the Guardian of the Estate named in this Will, or if they fail to serve the Executor named in this Will, or any Executor may select the Custodian. When doing this no bond, court action, or anything is required of Custodian or Executor.

If part of this Will is by law invalid or unenforceable other provisions remain in effect.

TESTATOR

IN WITNESS WHEREOF, I, **David Eric Smith** , as Testator, do declare, publish, and sign this instrument as my Will this **21st** day of **June**, 2021.

David Eric Smith

Testator signature

WITNESSES

The foregoing instrument was signed by the Testator named above in our presence and declared by the Testator to be Testator's Will, and we the undersigned witnesses sign our names below on this document as witnesses at the request and in the presence of the Testator and in the presence of each other on the **21st** day of **June**, 2021.

Harriet Potter

Witness signature

204 Main Street, Austin, TX 78652

Witness address

Pamela Bonnie Jones

Witness signature

27 Woodbine Road, Pflugerville, TX 77687

Witness address

Sample Filled Out Form: Self-Proving Affidavit

SELF-PROVING AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF Anderson

Before me, the undersigned authority, on this day personally appeared David Eric Smith , Harrier Potter , and Pamela Bonnie Jones , known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said David Eric Smith , Testator, declared to me and to the said witnesses in my presence that said instrument is Testator's Will, and that Testator had willingly made and executed it as Testator's free act and deed; and the said witnesses, each on Testator's oath stated to me, in the presence and hearing of the said testator, that the said testator had declared to them that said instrument is Testator's Will, and that Testator executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said testator and at Testator's request; that Testator was at that time 18 years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States, or an auxiliary of the armed forces of the United States, or the United States Maritime Service) and was of sound mind; and that each of said witnesses was then at least 14 years of age.

David Eric Smith
Testator

Harriet Potter
Witness

Pamela Bonnie Jones
Witness

Subscribed and sworn to before me by the said David Eric Smith , Testator, and by the said Harrier Potter , and Pamela Bonnie Jones , witnesses, this 21st day of June , 20 21.

(Signed) Ferris P. Jacobson
(Official Capacity of Officer) _____

(SEAL)

