

WILL
OF
XX_JANE DOE_XX

I, **XX_JANE DOE_XX**, a resident of Burrows, Burrow County, New Mexico, declare that this is my Will.

ARTICLE 1 – REVOCATION OF PREVIOUS DOCUMENTS

I revoke all Wills and Codicils that I have previously made.

ARTICLE 2 – MARITAL, FAMILY STATUS

I am married to **XX_JOHN DOE_XX**, and all references in this Will to “my spouse” are to such person. I am the mother of **DOE I**, born January 1, 2010, **DOE II**, born January 1, 2012, and **DOE III**, born January 1, 2014. The term “my child” and “my children” as used in this Will shall include all children hereafter born to or adopted by me. Any reference in my Will to “my issue” is to my children and their issue.

ARTICLE 3 – COMMUNITY PROPERTY, PROPERTY ALLOWANCES

I confirm to my spouse his interest in our community property. I direct that any distributions made pursuant to the family and personal property allowances set forth in Section 45-2-401 and 45-2-402 NMSA 1978 be deducted from any benefits distributed to such beneficiaries pursuant to this Will or any trust named in this Will.

ARTICLE 4 – TANGIBLE PERSONAL PROPERTY

- 4.1 **SEPARATE MEMORANDUM:** I direct that my Personal Representative distribute all of my personal and household effects, including my clothing, jewelry, furniture, furnishings, books, silver, art works, guns, tools and like items pursuant to a written statement or a list prepared by me in my own handwriting, or signed by me, which list shall control to the extent that such list disposes of all such personal property.
- 4.2 **CONTINGENT GIFT:** If no such statement or list is found within thirty (30) days of my death, it shall be conclusively presumed that no such statement or list exists. In the event such list does not dispose of all such tangible personal property or in the event no such list exists or in the event a named beneficiary fails to claim and remove such tangible personal property at such beneficiary’s own expense within ten (10) days after written notice, I devise all such tangible personal property to my spouse. If my spouse predeceases me, I direct that my children, whether they minors or adults, be given the right of first refusal to any and all of my tangible personal property. If any of my children are minors at the time of my death, I direct that any and all of my tangible personal property which

my children wish to retain, shall be held in the custodial care of their guardian as appointed under Article 11 of this Will, until my children are eighteen (18) years of age at which time they shall exercise full control of said tangible personal property. If my children do not wish to take possession of such property, I direct my tangible personal property to be sold and the proceeds added to my residuary estate.

ARTICLE 5 – SPECIFIC DEVISE OF AUTOMOBILES

I devise to my spouse any automobiles or documents of title to vehicles which are not held in joint tenancy. If any of my children are of driving age or will attain that age within 9 months of my death, I direct that they be given the right of first refusal to any and all of my automobiles. Such automobile(s) shall be held in the custodial care of the guardian of my children as appointed under Article 11 of this Will until my children of legal age to own such automobile(s). If my spouse predeceases me, and my children cannot or do not wish to make use of my automobiles, I direct such vehicles to be sold and the proceeds added to my residuary estate.

ARTICLE 6 – REAL PROPERTY

I give all my real property, or any interest I own in real property, wherever situated, including that situated in Burrow County, New Mexico, and commonly known as 103 Burrow Lane, Burrows, New Mexico, together with any insurance on the property, to my spouse. If my spouse predeceases me, I direct that my real property be sold and the proceeds added to my residuary estate.

ARTICLE 7 – RESIDUARY ESTATE

- 7.1 DEFINITION OF RESIDUARY ESTATE: All the remainder of my estate, including property referred to above that is not effectively disposed of, shall be referred to in this Will as my “residuary estate.”
- 7.2 DISPOSITION OF RESIDUARY ESTATE: I give the rest and residue of my estate, however constituted, as follows:
- A. I give the remainder of my residuary estate to my spouse, if my spouse survives me.
 - B. If my spouse does not survive me, I give the residue of my estate to **HARRY POTTER.**

ARTICLE 9 – PERSONAL REPRESENTATIVE; FINAL EXPENSES

I nominate my husband, **XX JOHN DOE XX**, as Personal Representative of this Will, to serve without bond. If he shall for any reason fail to qualify or cease to act as

Personal Representative, I nominate **RON WEASLEY** to serve without bond. If **RON WEASLEY** shall for any reason fail to qualify or cease to act as Personal Representative, I nominate **HERMIONE GRANGER** to serve without bond. It is my wish that my Personal Representative give serious consideration to the desires of my children, whether they are minors or adults at the time of my death, in performing his/her duties as my Personal Representative, in regard to matters which pertain to my personal preferences. The term "my Executor" as used in this Will shall also mean the Personal Representative of my estate. I direct that the expenses of my last illness, my funeral expenses, cost of administration of my estate, and all inheritance, estate and other death taxes be paid by my Personal Representative in due course of administration of my estate and out of my residuary estate. But this paragraph does not require my Personal Representative to pay any debt not owed or until it is owed.

ARTICLE 10 – AUTHORITY OF PERSONAL REPRESENTATIVE

- 10.1 **POWER TO INVEST:** I authorize my Personal Representative to invest and reinvest any surplus monies in my Personal Representative's hands in any kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, interest-bearing accounts, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, mutual funds or common trust funds, including funds administered by my personal Representative, and mortgage participations, that persons of prudence, discretion and intelligence acquire for their own account.
- 10.2 **POWER TO SELL:** I further authorize my Personal Representative to sell, with or without notice, at either public or private sale, and to lease for any term of years any property belonging to my estate on such terms, prices, consideration and conditions as the Personal Representative deems in the best interests of my estate, subject only to such confirmation of court as may be required by law.
- 10.3 **REPRESENTATION OF MINORS:** My Personal Representative shall represent any child under the age of eighteen (18) in matters relating to any distribution under this Will, including selection of the assets that shall constitute that child's share, and my Personal Representative may in my Personal Representative's discretion sell for the child's account any part of that child's share. This authority shall not apply to those items specifically left to any child by the list mentioned previously.
- 10.4 **DISTRIBUTION TO MINORS:** Any property or its proceeds distributable to a child under the age of eighteen (18) pursuant to this Will may be delivered without bond to any suitable person with whom the child resides or who has the care or control of the child.

ARTICLE 11 – GUARDIANSHIP

- 11.1 If at the time of my death, I reside in the United States with my husband and children, if my spouse does not survive me and if at my death any of my children are minors, I appoint **HERMIONE GRANGER**, of 104 Burrow Lane, Burrows, NM 88888 Guardian and Conservator of the person and estate of my minor child or children.
- 11.2 If **HERMIONE GRANGER** should fail to qualify or cease to act as a Guardian and Conservator of the person and estate of my minor child or children, then **CHO CHANG** of 105 Burrow Lane, Burrows, NM 88888 shall serve as the Guardian and Conservator.
- 11.3 I direct that no bond be required on any guardian or conservator named in this Will.
- 11.4 If a temporary local guardian is needed while the above-named persons make travel arrangements, preference should be given to the following persons: **MOLLY WEASLEY** of 101 Burrow Lane, Burrows, NM 88888, 505-444-4444 or **NYMPHADORA TONKS** of 102 Burrow Lane, Burrows, NM 88888, 505-333-3333.
- 11.5 I give the following guidance to the Guardian of my children:
- A. It is my wish that my children will maintain relationships with both sides of our families as they grow up. Therefore, their guardian shall make best efforts to ensure that the children have regular interactions with members of their extended families. The guardian shall ensure that my children visit their extended family members at least once per year, as appropriate, and have regular phone/skype call interactions. Their extended families shall include their grandparents, aunts, uncles and cousins.

ARTICLE 12 – AUTHORIZATION TO CREMATE REMAINS

- 12.1 Pursuant to Section 24-12A-1 NMSA 1978 I hereby state my desire, upon my death, to have my remains cremated. However, if my children are under the age of 15, I want a traditional burial, with marker, in the closest possible cemetery to where the children will reside.
- 12.2 If cremated, I direct that my cremated remains be scattered in the ocean or over the mountains outside of Hogwarts School of Witchcraft and Wizardry in accordance with applicable Federal and/or State laws.

- 12.3 I authorize my Personal Representative and any funeral establishment, commercial establishment, direct disposition establishment or crematory to cremate my remains.
- 12.4 My Personal Representative, funeral establishment or crematory acting in reliance upon this Will pursuant to the provisions of this section, who has no actual notice of revocation or contrary indication, is presumed to be acting in good faith.
- 12.5 No funeral establishment, commercial establishment, direct disposition establishment or crematory or other person that relies in good faith upon this provision of my Will shall be subject to liability for cremating my remains.

ARTICLE 13 – TERMS USED HEREIN

- 13.1 **ISSUE:** As used in this Will, the term “issue” shall refer to lineal descendants of all degrees, and the terms “child”, “children” and “issue” shall include persons who are adopted.
- 13.2 **CONSTRUCTION:** Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular, and words of one gender may be construed as denoting the other gender as is appropriate.
- 13.3 **EXECUTOR/PERSONAL REPRESENTATIVE/TRUSTEE:** The words “Executor”, “Personal Representative”, and “Trustee”, and the pronouns used in reference to such words, always refer to the person or institution, serving as Personal Representative of my estate, or trustee of any trust under this Will, as the case may be. Such words also refer to any successor or alternate, including corporations which succeed another by merger, change of name or otherwise. All successor Personal Representatives and Trustees shall have the same powers, authorities, obligations and limitations as my original Personal Representative and Trustee unless other provisions of my Will provide to the contrary.
- 13.4 **HEADINGS AND TITLES:** The headings and paragraph titles are for reference only.
- 13.5 **OTHER DEFINITIONS:** Except as otherwise provided in this instrument, terms shall be as defined in the New Mexico Probate Code as amended after the date of this instrument and after my death.

ARTICLE 14 – CONTRACT TO MAKE WILLS

I have not entered into either a contract to make wills or a contract not to revoke wills.

ARTICLE 15 – MISCELLANEOUS

The bequests, devises and appointments in this Will are intended to be in lieu of any other claims, of whatever nature and whether arising by statute or otherwise, by any taker hereunder, and any taker who asserts any other claim or contests the validity of this Will, or otherwise maintains before any judicial body that this is not the Will of **XX_JANE DOE_XX** shall forfeit any and all interest herein and shall receive only the sum of One and no/100ths Dollars (\$1.00) in lieu of any devise made to him or her. Any property forfeited by operation of this paragraph shall be distributed as part of the residue of my estate.

I subscribe my name to this Will this 1st day of January, 2020, at 103 Burrow Lane, at Burrows, New Mexico.

XX_JANE DOE_XX, Testator

ATTESTATION CLAUSE

On the date written below, **XX_JANE DOE_XX** declared to us, the undersigned, that this instrument, consisting of eight pages including the page signed by us as witnesses, was her Will and requested us to act as witnesses to it. She thereupon signed this Will in our presence, all of us being present at the same time. We now, at her request, in her presence and in the presence of each other, subscribe our names as witnesses.

Executed on January 1, 2020, at Burrows, New Mexico.

We declare under penalty of perjury that the foregoing is true and correct.

_____ residing at Burrows, NM 88888

_____ residing at Burrows, NM 88888

STATE OF NEW MEXICO)
) ss.
)

We, **XX_JANE DOE_XX**, _____, _____ the testator and witnesses respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the testator signed and executed the instrument as her last Will and that she signed willingly, or directed another to sign for her, and that she executed it as her free and voluntary act for the purposes therein expressed; and that each of the witnesses saw the testator sign for her at her direction and, in the presence of the testator and in the presence of each other, signed the Will as witness and that to the best of his or her knowledge the testator had reached the age of majority, was of sound mind and was under no constraint or undue influence.

XX_JANE DOE_XX, Testator

, Witness

, Witness

Subscribed, sworn to and acknowledged before me by **XX_JANE DOE_XX**, testator, and subscribed and sworn to before me by _____ and _____ witnesses, this first day of January 2020.

Notary Public

My commission expires: _____