

I _____, residing at _____, on the ____ day of the month of _____ in the year of _____, hereby declare the following:

- 1) In the event that -----
 - a. any of my Torah heirs (as defined in paragraph 2 below) will not give (proportionally) of their respective shares in my estate under Torah law [or from the proceeds of the sales thereof] in order that the terms of my last Will and Testament ("Will") and the terms of all other transfers of my assets upon my death effective for purposes of secular law [including but not limited to, assets owned jointly with rights of survivorship and assets held in any trust or trusts ("Other Transfers")] be complied with and -----
 - b. the condition set forth in paragraph (3) below is complied with, and -----
 - c. [In the event that my Torah heirs die before the distribution of my estate, then the conditions set forth in this note shall devolve upon their Torah heirs or the Torah heirs of their Torah heirs] -----then I hereby assume upon myself, as of this moment, an indebtedness in the amount of \$_____ ("the debt") to _____ who resides at _____ ("the obligee"). This debt shall be payable in full one moment prior to my death. -----
- 2) The term "Torah heirs" shall mean those individuals who are entitled to inherit all or part of my estate under the Torah and the code of Jewish Law. -----
- 3) In the event that certain Torah heirs will give (proportionally) of their respective shares in my estate under Torah law [or from the proceeds thereof] in order that the terms of my will and all other transfers be complied with, the obligee shall release those Torah heirs from any obligation under the debt.-----
- 4) All real and personal property and all monetary assets that I now possess or may hereafter acquire are obligated to secure this debt. -----
- 5) Any portion of the debt not paid prior to my death shall be payable from my estate even should the male Torah heirs be less than thirteen years of age and the female Torah heirs be less than twelve years of age. -----
- 6) A simple oral statement (even without an oath or other mode of affirmation) by the obligee asserting that the debt is valid and unpaid shall be believed against any assertion even by oath to the contrary by me, my Torah heirs or others, unless a receipt signed by two witnesses and otherwise valid under Torah law is presented, or unless this document has been torn by a duly constituted Bait Din (Jewish Court). -----
- 7) This document shall constitute full evidence of the debt and all the provisions of this document shall apply even if it be found in my possession and was not yet released from my hand. -----
- 8) The debt and all other statements made herein have been made of my own free will without any compulsion. -----

- 9) The debt and all other statements made herein have been undertaken in a Jewish court of high standing (*Bait Din Chashuv*) through an instrument legally fit to effect a transaction ("*Kinyan Suddar*"). -----
- 10) This document has been written and effected in a manner that gives it the full binding force of Jewish notes of indebtedness that have been made in accordance with the enactments of the Talmudic sages. This document is not to be regarded as an indecisive contractual obligation ("*asmachta*") nor as a stereotyped form ("*Tofsei Dishtara*"). -----
- 11) On the other hand, in the event that -----
- a. all of my Torah heirs will give (proportionally) of their respective shares in my estate under Torah law [or from the proceeds thereof] in order that the terms of my will and all other transfers be complied with, or -----
 - b. the obligee fails to comply with the condition set forth in paragraph (3) above, or
 - c. no will is admitted to probate (nor is it filed in a proceeding to manage my estate without formal court administration) -----
- then the debt set forth herein shall be null and void and of no effect whatsoever, for the debt was not entered into under these conditions. -----
- 12) All of the above conditions have been effectively stipulated inasmuch as their nature and formulation are consistent with the Torah laws regarding conditions ("*Tena'im*") – which laws are derived from the conditions that were imposed on the tribes of Gad and Reuven ("*Benai Gad*" and "*Benai Reuven*") upon their entering the Land of Israel ("*Eretz Yisrael*"). -----

Signature