Note of Indebtedness of All Testators

I, _____, on (m/d/y) _____, hereby declare the following:

1. In the event that; **a)** any of my Torah Heirs (as defined in paragraph (2) below) will not waive his or her rights to my Estate under Torah law and abide instead by the terms of my Last Will and Testament ("Will"), and **b)** the condition set forth in paragraph (3) below is complied with;

   Then I hereby assume upon myself as of this moment an indebtedness in the amount of $_____ (the "Debt") to _____, (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. If certain Torah Heirs will waive their rights to my Estate under Torah law and abide instead by the terms of my Will, the Obligee shall release those Torah Heirs from any obligation under the Debt.

4. All real and personal property and all monetary assets which I now possess or may hereafter acquire are pledged to secure this debt.

5. Any Debt not paid prior to my death shall be payable from my Estate even if the Torah Heirs be less than 13 years old.

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 or waiver signed by two witnesses and otherwise valid under Torah law is presented, or unless this document has been torn by a duly constituted Beis Din.

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 not yet have been released from my hand.

8. The Debt and all other statements made herein have been made of my own free will.

9. The Debt set forth in this document has been undertaken in a Jewish Court of high standing ("Beis Din Choshuv") through an instrument legally fit to establish a transaction ("Kinyan Suddar").

10. This document has been written and effected in a manner which gives it the full binding force of Jewish notes of indebtedness, in accordance with the enactments of the Talmudic Sages, and is not to be regarded as an indecisive contractual obligation ("Asmachta") nor as a stereotyped form ("Tofsai D'shtoro").

11. On the other hand, in the event that; a)all of my Torah Heirs will waive their rights to my Estate under Torah law and abide instead by the terms of my Will, **or** the Obligee fails to comply with the condition set forth in paragraph (3) above, **or** no will is admitted to probate (or is 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 whatever, 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 regulating conditions ("T'noim d'Bnei Gad and "Bnei Reuven").

Signature _____