

HOUSE BILL No. 1591

DIGEST OF INTRODUCED BILL

Citations Affected: IC 29-1; IC 30-4; IC 30-5; IC 32-17; IC 32-21-1.

Synopsis: Electronic estate planning. Allows a person to contest two or more wills if there is prima facie evidence that: (1) the decedent suffered from an irreversible medical or psychiatric condition that predated the earliest will to be challenged; or (2) a party beneficially interested in one or more of the challenged wills had a direct and active nexus with the preparation or execution process for each will to be challenged. Specifies that the issuance of a court order on any matter related to an unsupervised estate does not revoke the personal representative's authority to continue the administration of the estate as an unsupervised estate. Authorizes the Indiana supreme court and office of judicial administration to establish and administer a statewide electronic estate planning documents registry (registry). Allows certain individuals to deposit the following items into the registry: (1) An electronic will. (2) An electronic trust instrument. (3) An electronic power of attorney. (4) Any electronic document that revokes or amends an electronic will, electronic trust instrument, or electronic power of attorney. Requires the administrator of the registry to catalog submitted items according to the following: (1) The name of the testator, settlor, or principal. (2) The county of residence for the testator, settlor, or principal. (3) The date of execution for an electronic estate planning document. (4) The date of submission to or deposit with the registry of information pertaining to an electronic estate planning document. (5) The name of any attorney responsible for the preparation or execution of an electronic estate planning document. Requires the registry administrator to make the registry index: (1) available to; and (2) searchable by; the public. Requires the registry administrator to keep
(Continued next page)

Effective: July 1, 2019.

Young J

January 22, 2019, read first time and referred to Committee on Judiciary.



Digest Continued

the substantive content of electronic documents submitted to or deposited with the registry private, secure, and inaccessible to the public. Requires the registry administrator to issue a certified report concerning the existence of certain items submitted to or deposited with the registry in certain instances. Requires the registry administrator to issue a certified transcript of certain documents submitted to or deposited with the registry in certain instances. Allows the registry administrator to charge fees in certain instances. Revises definitions for the following terms: (1) "Document integrity evidence". (2) "Tamper evident". Defines the term "specified adult" as a person who: (1) is not less than 65 years of age; or (2) is a person who: (A) is at least 18 years of age; and (B) has a mental or physical impairment that prohibits the person from protecting the person's interests. Allows certain individuals to act on behalf of a specified adult in certain instances involving the financial exploitation of the specified adult. Voids certain transfers of real property if: (1) the transfer of the real property involves a transfer on death deed; and (2) the transfer of the real estate is not recorded: (A) before the death of the grantor; and (B) with the recorder of deeds in the county where the real property is situated. Defines certain terms. Makes conforming and technical amendments.



Introduced

First Regular Session of the 121st General Assembly (2019)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2018 Regular and Special Session of the General Assembly.

HOUSE BILL No. 1591

A BILL FOR AN ACT to amend the Indiana Code concerning probate.

Be it enacted by the General Assembly of the State of Indiana:

1 SECTION 1. IC 29-1-1-3, AS AMENDED BY P.L.163-2018,
2 SECTION 3, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
3 JULY 1, 2019]: Sec. 3. (a) The following definitions apply throughout
4 this article, unless otherwise apparent from the context:
5 (1) "Child" includes an adopted child **or a child who is in**
6 **gestation before the death of a deceased parent but and born**
7 **within forty-three (43) weeks after the death of that parent.**
8 **The term** does not include a grandchild or other more remote
9 descendants, nor, except as provided in IC 29-1-2-7, a child born
10 out of wedlock.
11 (2) "Claimant" means a person having a claim against the
12 decedent's estate as described in IC 29-1-14-1(a).
13 (3) "Claims" includes liabilities of a decedent which survive,
14 whether arising in contract or in tort or otherwise, expenses of
15 administration, and all taxes imposed by reason of the person's



- 1 death. However, for purposes of IC 29-1-2-1 and IC 29-1-3-1, the
2 term does not include taxes imposed by reason of the person's
3 death.
- 4 (4) "Court" means the court having probate jurisdiction.
- 5 (5) "Decedent" means one who dies testate or intestate.
- 6 (6) "Devise" or "legacy", when used as a noun, means a
7 testamentary disposition of either real or personal property or
8 both.
- 9 (7) "Devise", when used as a verb, means to dispose of either real
10 or personal property or both by will.
- 11 (8) "Devisee" includes legatee, and "legatee" includes devisee.
- 12 (9) "Distributee" denotes those persons who are entitled to the
13 real and personal property of a decedent under a will, under the
14 statutes of intestate succession, or under IC 29-1-4-1.
- 15 (10) "Estate" denotes the real and personal property of the
16 decedent or protected person, as from time to time changed in
17 form by sale, reinvestment, or otherwise, and augmented by any
18 accretions and additions thereto and substitutions therefor and
19 diminished by any decreases and distributions therefrom.
- 20 (11) "Expenses of administration" includes expenses incurred by
21 or on behalf of a decedent's estate in the collection of assets, the
22 payment of debts, and the distribution of property to the persons
23 entitled to the property, including funeral expenses, expenses of
24 a tombstone, expenses incurred in the disposition of the
25 decedent's body, executor's commissions, attorney's fees, and
26 miscellaneous expenses.
- 27 (12) "Fiduciary" includes a:
- 28 (A) personal representative;
- 29 (B) guardian;
- 30 (C) conservator;
- 31 (D) trustee; and
- 32 (E) person designated in a protective order to act on behalf of
33 a protected person.
- 34 (13) "Heirs" denotes those persons, including the surviving
35 spouse, who are entitled under the statutes of intestate succession
36 to the real and personal property of a decedent on the decedent's
37 death intestate, unless otherwise defined or limited by the will.
- 38 (14) "Incapacitated" has the meaning set forth in IC 29-3-1-7.5.
- 39 (15) "Interested persons" means heirs, devisees, spouses,
40 creditors, or any others having a property right in or claim against
41 the estate of a decedent being administered. This meaning may
42 vary at different stages and different parts of a proceeding and



- 1 must be determined according to the particular purpose and
 2 matter involved.
- 3 (16) "Issue" of a person, when used to refer to persons who take
 4 by intestate succession, includes all lawful lineal descendants
 5 except those who are lineal descendants of living lineal
 6 descendants of the intestate.
- 7 (17) "Lease" includes an oil and gas lease or other mineral lease.
- 8 (18) "Letters" includes letters testamentary, letters of
 9 administration, and letters of guardianship.
- 10 (19) "Minor" or "minor child" or "minority" refers to any person
 11 under the age of eighteen (18) years.
- 12 (20) "Mortgage" includes deed of trust, vendor's lien, and chattel
 13 mortgage.
- 14 (21) "Net estate" refers to the real and personal property of a
 15 decedent less the allowances provided under IC 29-1-4-1 and
 16 enforceable claims against the estate.
- 17 (22) "No contest provision" refers to a provision of a will that, if
 18 given effect, would reduce or eliminate the interest of a
 19 beneficiary of the will who, directly or indirectly, initiates or
 20 otherwise pursues:
- 21 (A) an action to contest the admissibility or validity of the will;
 22 (B) an action to set aside a term of the will; or
 23 (C) any other act to frustrate or defeat the testator's intent as
 24 expressed in the terms of the will.
- 25 (23) "Person" means:
- 26 (A) an individual;
 27 (B) a corporation;
 28 (C) a trust;
 29 (D) a limited liability company;
 30 (E) a partnership;
 31 (F) a business trust;
 32 (G) an estate;
 33 (H) an association;
 34 (I) a joint venture;
 35 (J) a government or political subdivision;
 36 (K) an agency;
 37 (L) an instrumentality; or
 38 (M) any other legal or commercial entity.
- 39 (24) "Personal property" includes interests in goods, money,
 40 choses in action, evidences of debt, and chattels real.
- 41 (25) "Personal representative" includes executor, administrator,
 42 administrator with the will annexed, administrator de bonis non,



1 and special administrator.

2 (26) "Probate estate" denotes the property transferred at the death
3 of a decedent under the decedent's will or under IC 29-1-2, in the
4 case of a decedent dying intestate.

5 (27) "Property" includes both real and personal property.

6 (28) "Protected person" has the meaning set forth in IC 29-3-1-13.

7 (29) "Real property" includes estates and interests in land,
8 corporeal or incorporeal, legal or equitable, other than chattels
9 real.

10 (30) "Will" includes all wills, testaments, and codicils. The term
11 also includes a testamentary instrument which merely appoints an
12 executor or revokes or revives another will.

13 (b) The following rules of construction apply throughout this article
14 unless otherwise apparent from the context:

15 (1) The singular number includes the plural and the plural number
16 includes the singular.

17 (2) The masculine gender includes the feminine and neuter.

18 SECTION 2. IC 29-1-3-8 IS AMENDED TO READ AS FOLLOWS
19 [EFFECTIVE JULY 1, 2019]: Sec. 8. (a) When a testator fails to
20 provide ~~in his a~~ will for any of ~~his the testator's~~ children born or
21 adopted after the making of ~~his the testator's~~ last will, such child,
22 whether born before or after the testator's death, shall receive a share
23 in the estate of the testator equal in value to that which ~~he the child~~
24 would have received if the testator had died intestate, unless it appears
25 from the will that such omission was intentional, or unless:

26 (1) when the will was executed the testator had one (1) or more
27 children known to ~~him the testator~~ to be living; and

28 (2) ~~the testator~~ devised substantially all ~~his the testator's~~ estate
29 to the spouse who survives ~~him: the testator's death~~.

30 (b) If, at the time of the making of ~~his the testator's~~ will, the
31 testator believes any of ~~his the testator's~~ children to be dead, and fails
32 to provide for such child in ~~his the testator's~~ will, the child shall
33 receive a share in the estate of the testator equal in value to that which
34 ~~he the child~~ would have received if the testator had died intestate,
35 unless it appears from the will or from other evidence that the testator
36 would not have devised anything to such child had ~~he the testator~~
37 known that the child was alive.

38 SECTION 3. IC 29-1-7-17.5 IS ADDED TO THE INDIANA CODE
39 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
40 1, 2019]: Sec. 17.5. (a) **The court, in its discretion and upon**
41 **application of any party instituting an action pursuant to sections**
42 **16 or 17 of this chapter, may permit the contest of two (2) or more**



1 wills if there is prima facie evidence that:

2 (1) the decedent suffered from an irreversible medical or
3 psychiatric condition that predated the earliest will to be
4 challenged; or

5 (2) a party beneficially interested in one (1) or more
6 challenged wills had a direct and active nexus with the
7 preparation or execution process for each will to be
8 challenged on the basis of undue influence.

9 The prima facie preliminary evidentiary showing under
10 subdivision (1) shall be made by an affidavit of the decedent's
11 treating physician or through the records of a health care provider
12 obtained during discovery and tendered to the court pursuant to
13 Rule 803(6) of the Indiana Rules of Evidence.

14 (b) If the court exercises its discretion to permit the challenge to
15 two (2) or more wills in one (1) proceeding, a challenger is eligible
16 to request attorney's fees pursuant to IC 29-1-10-14 if the
17 challenger stands to directly benefit from a successful suit.

18 SECTION 4. IC 29-1-7.5-3, AS AMENDED BY P.L.95-2007,
19 SECTION 6, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
20 JULY 1, 2019]: Sec. 3. (a) Subject to section 2(d) of this chapter, a
21 personal representative who administers an estate under this chapter
22 may do the following without order of the court:

23 (1) Retain assets owned by the decedent pending distribution or
24 liquidation including those in which the representative is
25 personally interested or which are otherwise improper for trust
26 investment.

27 (2) Receive assets from fiduciaries or other sources.

28 (3) Perform, compromise, or refuse performance of the decedent's
29 contracts that continue as obligations of the estate, as the personal
30 representative may determine under the circumstances. In
31 performing enforceable contracts by the decedent to convey or
32 lease land, the personal representative, among other possible
33 courses of action, may:

34 (A) execute and deliver a deed of conveyance for cash
35 payment of all sums remaining due or the purchaser's note for
36 the sum remaining due secured by a mortgage or deed of trust
37 on the land; or

38 (B) deliver a deed in escrow with directions that the proceeds,
39 when paid in accordance with the escrow agreement, be paid
40 to the successors of the decedent, as designated in the escrow
41 agreement.

42 (4) Satisfy written charitable pledges of the decedent irrespective



- 1 of whether the pledges constituted binding obligations of the
2 decedent or were properly presented as claims, if in the judgment
3 of the personal representative the decedent would have wanted
4 the pledges completed under the circumstances.
- 5 (5) If funds are not needed to meet debts and expenses currently
6 payable and are not immediately distributable, deposit or invest
7 liquid assets of the estate, including moneys received from the
8 sale of other assets, in federally insured interest-bearing accounts,
9 readily marketable secured loan arrangements, or other prudent
10 investments which would be reasonable for use by trustees
11 generally.
- 12 (6) Acquire or dispose of an asset, including land in this or
13 another state, for cash or on credit, at public or private sale; and
14 manage, develop, improve, exchange, partition, change the
15 character of, or abandon an estate asset.
- 16 (7) Make ordinary or extraordinary repairs or alterations in
17 buildings or other structures, demolish any improvements, raze
18 existing or erect new party walls or buildings.
- 19 (8) Subdivide, develop, or dedicate land to public use; make or
20 obtain the vacation of plats and adjust boundaries; or adjust
21 differences in valuation on exchange or partition by giving or
22 receiving considerations; or dedicate easements to public use
23 without consideration.
- 24 (9) Enter for any purpose into a lease as lessor or lessee, with or
25 without option to purchase or renew, for a term within or
26 extending beyond the period of administration.
- 27 (10) Enter into a lease or arrangement for exploration and
28 removal of minerals or other natural resources or enter into a
29 pooling or unitization agreement.
- 30 (11) Abandon property when, in the opinion of the personal
31 representatives, it is valueless, or is so encumbered, or is in
32 condition that it is of no benefit to the estate.
- 33 (12) Vote stocks or other securities in person or by general or
34 limited proxy.
- 35 (13) Pay calls, assessments, and other sums chargeable or
36 accruing against or on account of securities, unless barred by the
37 provisions relating to claims.
- 38 (14) Hold a security in the name of a nominee or in other form
39 without disclosure of the interest of the estate but the personal
40 representative is liable for any act of the nominee in connection
41 with the security so held.
- 42 (15) Hold, manage, safeguard, and control the estate's real and



- 1 personal property, insure the assets of the estate against damage,
2 loss, and liability, and insure the personal representative
3 personally against liability as to third persons.
- 4 (16) Borrow money with or without security to be repaid from the
5 estate assets or otherwise and advance money for the protection
6 of the estate.
- 7 (17) Effect a fair and reasonable compromise with any debtor or
8 obligor, or extend, renew, or in any manner modify the terms of
9 any obligation owing to the estate. If the personal representative
10 holds a mortgage, pledge, or other lien upon property of another
11 person, the personal representative may, in lieu of foreclosure,
12 accept a conveyance or transfer of encumbered assets from the
13 owner thereof in satisfaction of the indebtedness secured by lien.
- 14 (18) Pay taxes, assessments, compensation of the personal
15 representative, and other expenses incident to the administration
16 of the estate.
- 17 (19) Hold an interest in a proprietorship, partnership, limited
18 liability company, business trust, corporation, or another domestic
19 or foreign form of business or enterprise.
- 20 (20) Continue a business.
- 21 (21) Take any action that may be taken by shareholders, partners,
22 members, or property owners, including contributing additional
23 capital to or merging, consolidating, reorganizing, recapitalizing,
24 dissolving, or otherwise changing the form of the business
25 organization.
- 26 (22) Allocate items of income or expense to either estate income
27 or principal, as permitted or provided by IC 30-2-14.
- 28 (23) Employ persons, including attorneys, auditors, investment
29 advisors, or agents, even if they are associated with the personal
30 representative, to advise or assist the personal representative in
31 the performance of the personal representative's administrative
32 duties; act without independent investigation upon their
33 recommendations; and instead of acting personally, employ one
34 (1) or more agents to perform any act of administration, whether
35 or not discretionary.
- 36 (24) Do any of the following concerning a claim or demand made
37 in favor of or against the estate for the protection of the estate and
38 of the personal representative in the performance of the personal
39 representative's duties:
- 40 (A) Release, assign, settle, compromise, or contest the claim
41 or demand.
- 42 (B) Participate in mediation or submit to arbitration to resolve



- 1 any dispute concerning the claim or demand.
 2 (C) Extend the time for payment of the claim or demand.
 3 (D) Abandon the claim or demand.
 4 (25) Sell, mortgage, or lease any real or personal property of the
 5 estate or any interest therein for cash, credit, or for part cash and
 6 part credit, and with or without security for unpaid balances.
 7 (26) Select a settlement option under any qualified or
 8 nonqualified benefit or retirement plan, annuity, or life insurance
 9 payable to the estate, and take appropriate action to collect the
 10 proceeds.
 11 (27) Inspect and investigate property held, directly or indirectly,
 12 by the personal representative for the purpose of:
 13 (A) determining the application of environmental law with
 14 respect to the property; and
 15 (B) doing the following:
 16 (i) Take action to prevent, abate, or remedy an actual or a
 17 potential violation of an environmental law affecting the
 18 property, whether taken before or after the assertion of a
 19 claim or the initiation of governmental enforcement by
 20 federal, state, or local authorities.
 21 (ii) Compromise claims against the estate that may be
 22 asserted for an alleged violation of environmental law.
 23 (iii) Pay the expense of inspection, review, abatement, or
 24 remedial action to comply with the environmental law.
 25 (28) Distribute assets of the estate upon such terms as the
 26 personal representative may impose. To the extent practicable,
 27 taking into account the decedent's probable intention, the power
 28 to distribute assets includes the power to:
 29 (A) pay an amount to a distributee who is under a legal
 30 disability or whom the personal representative reasonably
 31 believes to be incapacitated by:
 32 (i) paying the amount directly to the distributee or applying
 33 the amount for the distributee's use and benefit;
 34 (ii) paying the amount to the guardian appointed for the
 35 distributee;
 36 (iii) paying the amount to a custodian under the Indiana
 37 Uniform Transfers to Minors Act (IC 30-2-8.5) or a
 38 custodial trustee under the Uniform Custodial Trust Act
 39 (IC 30-2-8.6); or
 40 (iv) paying the amount to the trustee of a trust established by
 41 the decedent or by the personal representative under
 42 subsection (b); and



1 (B) make distributions of estate income and principal in kind,
 2 in cash, or partly in each, in shares of differing composition.
 3 (29) Perform any other act necessary or appropriate to administer
 4 the estate.

5 (b) A personal representative who administers an estate under this
 6 chapter may, without court order, establish a trust to make distributions
 7 to a distributee who is under a legal disability or whom the personal
 8 representative reasonably believes is incapacitated. In establishing a
 9 trust under this subsection, a personal representative may exercise:

10 (1) the authority given to custodians under the Indiana Uniform
 11 Transfers to Minors Act (IC 30-2-8.5) to create a trust that
 12 satisfies the requirements of Section 2503(c) of the Internal
 13 Revenue Code and the regulations adopted under that Section; or
 14 (2) the authority given to an attorney in fact under
 15 IC 30-5-5-15(a)(3) to establish a revocable trust for the benefit of
 16 a principal.

17 **(c) Unless the court revokes unsupervised administration and**
 18 **converts the estate to supervised administration, the issuance of an**
 19 **order on any matter in an unsupervised estate does not revoke the**
 20 **personal representative's authority to continue to administer an**
 21 **estate according to unsupervised administration.**

22 SECTION 5. IC 29-1-10-14 IS AMENDED TO READ AS
 23 FOLLOWS [EFFECTIVE JULY 1, 2019]: Sec. 14. **(a) As used in this**
 24 **section, "devisee" shall include any person prosecuting or**
 25 **defending any will pursuant to IC 29-1-7-16 or IC 29-1-7-17.5 and,**
 26 **if multiple wills are being challenged pursuant to IC 29-1-7-17.5,**
 27 **any person prosecuting or defending a will next prior to the earliest**
 28 **will being challenged pursuant to IC 29-1-7-17.5.**

29 **(b)** When any person designated as executor in a will, or the
 30 administrator with the will annexed, or if at any time there be no such
 31 representative, then any devisee therein, defends it or prosecutes any
 32 proceedings in good faith and with just cause for the purpose of having
 33 it admitted to probate, whether successful or not, ~~he~~ **the devisee** shall
 34 be allowed out of the estate ~~his~~ necessary expenses and disbursements,
 35 including reasonable attorney's fees in such proceedings.

36 SECTION 6. IC 29-1-21-3, AS AMENDED BY THE TECHNICAL
 37 CORRECTIONS BILL OF THE 2019 GENERAL ASSEMBLY, IS
 38 AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2019]:
 39 Sec. 3. The following terms are defined for this chapter:

40 (1) "Actual presence" means that:
 41 (A) a witness; or
 42 (B) another individual who observes the execution of the



- 1 electronic will;
 2 is physically present in the same physical location as the testator.
 3 The term does not include any form of observation or interaction
 4 that is conducted by means of audio, visual, or audiovisual
 5 telecommunication or similar technological means.
 6 (2) "Affidavit of regularity" means an affidavit executed by a
 7 custodian or other person under section 13 of this chapter with
 8 respect to the electronic record for an electronic will or a
 9 complete converted copy of an electronic will.
 10 (3) "Complete converted copy" means a document in any format
 11 that:
 12 (A) can be visually perceived in its entirety on a monitor or
 13 other display device;
 14 (B) can be printed; and
 15 (C) contains:
 16 (i) the text of the electronic will;
 17 (ii) the electronic signatures of the testator and the
 18 witnesses;
 19 (iii) a readable copy of any associated document integrity
 20 evidence that may be a part of or attached to the electronic
 21 will; and
 22 (iv) a self-proving clause concerning the electronic will, if
 23 the electronic will is self-proved.
 24 (4) "Custodian" means a person, other than:
 25 (A) the testator who executed the electronic will;
 26 (B) an attorney;
 27 (C) a person who is named in the electronic will as a personal
 28 representative of the testator's estate; or
 29 (D) a person who is named or defined as a distributee in the
 30 electronic will;
 31 who has authorized possession or control of the electronic will.
 32 The term may include an attorney in fact serving under a living
 33 testator's durable power of attorney who possesses general
 34 authority over records, reports, statements, electronic records, or
 35 estate planning transactions.
 36 (5) "Custody" means the authorized possession and control of at
 37 least one (1) of the following:
 38 (A) A complete copy of the electronic record for the electronic
 39 will, including a self-proving clause if a self-proving clause is
 40 executed.
 41 (B) A complete converted copy of the electronic will, if the
 42 complete electronic record has been lost or destroyed or the



- 1 electronic will has been revoked.
- 2 (6) "Document integrity evidence" means the part of the
- 3 electronic record for the electronic will that:
- 4 (A) is created and maintained electronically;
- 5 (B) includes digital markers showing that the electronic will
- 6 has not been altered after its initial execution and witnessing;
- 7 (C) is logically associated with the electronic will in a tamper
- 8 evident manner so that any change made to the text of the
- 9 electronic will after its execution is visibly perceptible when
- 10 the electronic record is displayed or printed;
- 11 (D) ~~displays any changes made to the text of~~ **will generate an**
- 12 **error message, invalidate an electronic signature, make the**
- 13 **electronic record unreadable, or otherwise display**
- 14 **evidence that some alteration was made to** the electronic
- 15 will after its execution; and
- 16 (E) displays the following information:
- 17 (i) The city **and state in which, and the** date and time **at**
- 18 **which,** the electronic will was executed by the testator and
- 19 the attesting witnesses.
- 20 (ii) The text of the self-proving clause, if the electronic will
- 21 is electronically self-proved through use of a self-proving
- 22 clause executed under section 4(c) of this chapter.
- 23 (iii) The name of the testator and attesting witnesses.
- 24 (iv) The name and address of the person responsible for
- 25 marking the testator's signature on the electronic will at the
- 26 testator's direction and in the actual presence of the testator
- 27 and attesting witnesses.
- 28 (v) Copies of or links to the electronic signatures of the
- 29 testator and the attesting witnesses on the electronic will.
- 30 (vi) A general description of the type of identity verification
- 31 evidence used to verify the testator's identity.
- 32 (vii) The text of the advisory instruction, if any, that is
- 33 provided to the testator under section 6 of this chapter at the
- 34 time of the execution of the electronic will.
- 35 (viii) The content of the cryptographic hash or unique code
- 36 **used to complete the electronic record and make the**
- 37 **electronic will tamper evident if a public key**
- 38 **infrastructure or similar secure technology was used by**
- 39 **the testator to sign or authenticate** the electronic will **in the**
- 40 **event that public key infrastructure or similar secure**
- 41 **technology was used to sign or authenticate the electronic**
- 42 **will; and if the vendor or the software for the technology**



- 1 **makes inclusion feasible.**
 2 Document integrity evidence may, but is not required to, contain
 3 other information about the electronic will such as a unique
 4 document number, client number, or other identifier that an
 5 attorney or custodian assigns to the electronic will or a link to a
 6 secure Internet web site where a complete copy of the electronic
 7 will is accessible. The title, heading, or label, if any, that is
 8 assigned to the document integrity evidence (such as "certificate
 9 of completion", "audit trail", or "audit ~~log" log") is ~~immaterial~~-
 10 **immaterial.**
 11 (7) "Electronic" has the meaning set forth in IC 26-2-8-102.
 12 (8) "Electronic record" has the meaning set forth in
 13 IC 26-2-8-102. The term may include one (1) or both of the
 14 following:
 15 (A) The document integrity evidence associated with the
 16 electronic will.
 17 (B) The identity verification evidence of the testator who
 18 executed the electronic will.
 19 (9) "Electronic signature" has the meaning set forth in
 20 IC 26-2-8-102.
 21 (10) "Electronic will" means the will of a testator that:
 22 (A) is initially created and maintained as an electronic record;
 23 (B) contains the electronic signatures of:
 24 (i) the testator; and
 25 (ii) the attesting witnesses; and
 26 (C) contains the date and times of the electronic signatures
 27 described by ~~items (i) and (ii)~~ **clause (B)(i) and (B)(ii).**
 28 The term may include a codicil that amends an electronic will or
 29 a traditional paper will if the codicil is executed in accordance
 30 with the requirements of this chapter.
 31 (11) "Executed" means the signing of an electronic will. The term
 32 includes the use of an electronic signature.
 33 (12) "Identity verification evidence" means either:
 34 (A) a copy of the testator's government issued photo
 35 identification card; or
 36 (B) any other information that verifies the identity of the
 37 testator if derived from one (1) or more of the following
 38 sources:
 39 (i) A knowledge based authentication method.
 40 (ii) A physical device.
 41 (iii) A digital certificate using a public key infrastructure.
 42 (iv) A verification or authorization code sent to or used by~~



- 1 the testator.
- 2 (v) Biometric identification.
- 3 (vi) Any other commercially reasonable method for
- 4 verifying the testator's identity using current or future
- 5 technology.
- 6 (13) "Logically associated" means electronically connected, cross
- 7 referenced, or linked in a reliable manner.
- 8 (14) "Sign" means valid use of a properly executed electronic
- 9 signature.
- 10 (15) "Signature" means the authorized use of the testator's name
- 11 to authenticate an electronic will. The term includes an electronic
- 12 signature.
- 13 (16) "Tamper evident" means the feature of an electronic record,
- 14 such as an electronic will or document integrity evidence for an
- 15 electronic will, that will cause any alteration ~~of~~ or tampering ~~of~~
- 16 **with** the electronic record, after it is created or signed, to be
- 17 perceptible to any person viewing the electronic record when it is
- 18 printed on paper or viewed on a monitor or other display device.
- 19 **The term applies even if the nature or specific content of the**
- 20 **alteration is not perceptible.**
- 21 (17) "Traditional paper will" means a will or codicil that is signed
- 22 by the testator and the attesting witnesses:
- 23 (A) on paper; and
- 24 (B) in the manner specified in IC 29-1-5-3 or IC 29-1-5-3.1.
- 25 (18) "Will" includes all wills, testaments, and codicils. The term
- 26 includes:
- 27 (A) an electronic will; and
- 28 (B) any testamentary instrument that:
- 29 (i) appoints an executor; or
- 30 (ii) revives or revokes another will.
- 31 SECTION 7. IC 29-1-21-17, AS ADDED BY P.L.40-2018,
- 32 SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
- 33 JULY 1, 2019]: Sec. 17. (a) This section shall apply to the situation
- 34 created by:
- 35 (1) the rejection of a petition to probate a deceased testator's
- 36 electronic or traditional paper will; or
- 37 (2) the revocation of a deceased testator's electronic will due to
- 38 the timely filing of a will contest as described in IC 29-1-7-17.
- 39 (b) The following terms are defined for this section:
- 40 (1) "Other electronic will" means:
- 41 (A) an electronic will that the same testator purportedly
- 42 executed in compliance with applicable laws on a date that



1 preceded the date of execution seen in the rejected will; or
 2 (B) an electronic will that the same testator purportedly
 3 executed in compliance with applicable laws on a date that
 4 followed the date of execution seen on the rejected will;
 5 where the petitioner or proponent for the electronic will is not
 6 aware of any other paper will or electronic will executed by the
 7 testator at a date later than the date of the testator's purposed
 8 execution of the other electronic will.

9 (2) "Rejected will" means a will that is rejected for a reason
 10 described in subsection (a).

11 (c) On or before the end of the time period specified in
 12 IC 29-1-7-15.1(d)(2) or IC 29-1-7-15.1(d)(3), any interested person
 13 may file a petition requesting probate of another electronic will
 14 associated with the testator. A complete converted copy of the other
 15 electronic will and an affidavit of regularity must accompany any
 16 petition filed under this subsection. The complete converted copy of
 17 another electronic will is prima facie evidence of:

- 18 (1) the substance of the other electronic will; and
- 19 (2) the proper execution of the other electronic will.

20 (d) ~~Section 48~~ **Section 16** of this chapter shall apply to any
 21 proceeding concerning the probate of another electronic will of a
 22 deceased testator. In the absence of:

- 23 (1) clear and convincing evidence; and
- 24 (2) written evidence;

25 of the testator's contrary intentions, the court shall presume that the
 26 deceased testator would have preferred the probate and enforcement of
 27 the testator's other electronic will to intestacy.

28 SECTION 8. IC 29-1-22 IS ADDED TO THE INDIANA CODE AS
 29 A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
 30 1, 2019]:

31 **Chapter 22. Electronic Estate Planning Documents Registry**

32 **Sec. 1. The following terms are defined for this chapter:**

33 (1) "Complete converted copy" means a document in any
 34 format that:

- 35 (A) can be visually perceived in its entirety on a monitor or
 36 other display device;
- 37 (B) can be printed; and
- 38 (C) contains the following:
 - 39 (i) The text of an electronic will.
 - 40 (ii) The respective electronic signatures of the testator
 41 and attesting witnesses.
 - 42 (iii) A readable copy of all document integrity evidence,



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if applicable.

(iv) A self-proving affidavit if the electronic will is self-proved.

(2) "Document integrity evidence" means the part of the electronic record of an electronic will, electronic trust instrument, or electronic power of attorney that:

(A) is created and maintained electronically;

(B) includes digital markers to demonstrate that the electronic will, electronic trust instrument, or electronic power of attorney has not been altered or tampered with after its execution;

(C) is logically associated with the electronic will, electronic trust instrument, or electronic power of attorney;

(D) will generate an error message, invalidate an electronic signature, make the electronic record unreadable, or otherwise display evidence that some alteration was made to the electronic record after its execution; and

(E) includes the following information:

(i) The city, state, date, and time of the execution of the electronic will, electronic trust instrument, or electronic power of attorney by the testator, settlor, or principal and any attesting witnesses, as applicable.

(ii) The text of the self-proving affidavit if the document is an electronic will and is self-proved.

(iii) The name of the testator, settlor, or principal and the names of all attesting witnesses, if applicable.

(iv) The name and address of any person responsible for signing the signature of the testator, settlor, or principal on the electronic document at the direction and in the presence of the testator, settlor, or principal.

(v) Copies of or links to the electronic signatures of the testator, settlor, or principal and any attesting witnesses, if applicable.

(vi) A general description of the type of identity verification evidence used to verify the identity of the testator, settlor, or principal.

(vii) The content of the cryptographic hash or unique code used to complete the electronic will, electronic trust instrument, or electronic power of attorney and make the electronic will, electronic trust instrument, or electronic power of attorney tamper evident if a public



1 key infrastructure or similar secure technology was used
 2 to sign or authenticate the electronic will, electronic trust
 3 instrument, or electronic power of attorney and if the
 4 vendor or the software for the technology makes
 5 inclusion feasible.

6 (3) "Electronic estate planning document" means:

- 7 (A) an electronic will;
 8 (B) an electronic trust instrument;
 9 (C) an electronic power of attorney; or
 10 (D) any electronic document that:
 11 (i) revokes; or
 12 (ii) amends;
 13 any document described in clauses (A) through (C).

14 (4) "Electronic power of attorney" means a power of attorney
 15 created by a principal that:

- 16 (A) is initially created and maintained as an electronic
 17 record;
 18 (B) contains the electronic signature of the principal
 19 creating the power of attorney;
 20 (C) contains the date and time of the electronic signature
 21 of the principal creating the power of attorney; and
 22 (D) is notarized.

23 The term includes an amendment to or a restatement of the
 24 power of attorney if the amendment or restatement complies
 25 with the requirements described in IC 30-5-11-5.

26 (5) "Electronic record" has the meaning set forth in
 27 IC 26-2-8-102(9). The term may include one (1) or more of the
 28 following:

- 29 (A) The document integrity evidence associated with an
 30 electronic will, electronic trust instrument, or electronic
 31 power of attorney.
 32 (B) The identity verification evidence of the testator,
 33 settlor, or principal who executed the electronic will,
 34 electronic trust instrument, or electronic power of
 35 attorney.

36 (6) "Electronic signature" has the meaning set forth in
 37 IC 26-2-8-102(10).

38 (7) "Electronic trust instrument" means a trust instrument
 39 for an inter vivos trust created by a settlor or other person
 40 that:

- 41 (A) is initially created and maintained as an electronic
 42 record;



- 1 **(B) contains the electronic signature of the settlor or other**
 2 **person creating the trust; and**
 3 **(C) contains the date and time of the electronic signature**
 4 **of the settlor or other person creating the trust.**
 5 **The term includes an amendment to or a restatement of a**
 6 **revocable trust instrument when the amendment or**
 7 **restatement is executed in accordance with the requirements**
 8 **of IC 30-4-1.5-6.**
 9 **(8) "Electronic will" means the will of a testator that:**
 10 **(A) is initially created and maintained as an electronic**
 11 **record;**
 12 **(B) contains the electronic signatures of the testator and**
 13 **attesting witnesses; and**
 14 **(C) contains the date and time of the electronic signatures.**
 15 **(9) "Executed" means the signing of an electronic estate**
 16 **planning document. The term includes the use of an electronic**
 17 **signature.**
 18 **(10) "Identity verification evidence" means:**
 19 **(A) a copy of the government issued photo identification**
 20 **card of the testator, settlor, or principal; or**
 21 **(B) any other information that verifies the identity of the**
 22 **testator, settlor, or principal if derived from one (1) or**
 23 **more of the following sources:**
 24 **(i) A knowledge based authentication method.**
 25 **(ii) A physical device.**
 26 **(iii) A digital certificate using a public key**
 27 **infrastructure.**
 28 **(iv) A verification or authorization code sent to or used**
 29 **by the testator, settlor, or principal.**
 30 **(v) Biometric identification.**
 31 **(vi) Any other commercially reasonable method for**
 32 **verifying the identity of the testator, settlor, or principal**
 33 **using current or future technology.**
 34 **(11) "Index" means the electronic estate planning documents**
 35 **index created under section 2(e) of this chapter.**
 36 **(12) "Logically associated" means electronically connected,**
 37 **cross-referenced, or linked in a reliable manner.**
 38 **(13) "Registry" means the statewide electronic estate**
 39 **planning documents registry described in section 2(a) of this**
 40 **chapter.**
 41 **(14) "Sign" means valid use of a properly executed electronic**
 42 **signature.**



1 (15) "Signature" means the authorized use of the name of the
 2 testator, settlor, or principal to authenticate an electronic will,
 3 electronic trust instrument, or electronic power of attorney.
 4 The term includes an electronic signature.

5 (16) "Tamper evident" means the feature of an electronic
 6 record, such as an electronic estate planning document or
 7 document integrity evidence for an electronic estate planning
 8 document, that will cause any alteration of or tampering with
 9 the electronic record, after it is created or signed, to be
 10 perceptible to any person viewing the electronic record when
 11 it is printed on paper or viewed on a monitor or other display
 12 device. The term applies even if the nature or specific content
 13 of the alteration is not perceptible.

14 (17) "Traditional paper estate planning document" means a
 15 will, codicil, trust instrument, or power of attorney that is
 16 signed on paper by the testator, settlor, or principal and:

17 (A) the attesting witnesses, in the case of a will or codicil;
 18 or

19 (B) a notary public, in the case of a power of attorney.

20 Sec. 2. (a) The Indiana supreme court and the office of judicial
 21 administration are authorized to establish and administer a
 22 statewide electronic estate planning documents registry under
 23 rules adopted by the Indiana supreme court.

24 (b) If permitted under the rules adopted for the registry, the
 25 following individuals may deposit one (1) or more of the items
 26 described in subsection (c) with the registry:

27 (1) A testator.

28 (2) A settlor.

29 (3) A principal.

30 (4) An attorney for any person described in subdivisions (1)
 31 through (3).

32 (5) A custodian of an electronic estate planning document.

33 (c) The following items may be deposited in the registry:

34 (1) Information concerning:

35 (A) individual testators, settlors, or principals;

36 (B) electronic estate planning documents; or

37 (C) the execution of an electronic estate planning document
 38 deposited into the registry.

39 (2) The electronic record for an electronic estate planning
 40 document.

41 (3) Any document integrity evidence associated with an
 42 electronic estate planning document.



1 **(4) A digital and readable copy of a complete converted copy**
 2 **of an electronic estate planning document.**

3 **An item described in this subsection may be submitted to or**
 4 **deposited with the registry through digital or online means if**
 5 **permitted by the rules adopted for the registry.**

6 **(d) The administrator of the registry may collect a one (1) time**
 7 **fee for deposit of an item described in subsection (b). The amount**
 8 **charged under this subsection must:**

9 **(1) be set by the office of judicial administration; and**

10 **(2) be charged at the time of the deposit.**

11 **(e) The registry administrator shall create an index consisting**
 12 **of each item submitted to or deposited with the registry. The index**
 13 **shall be organized according to the following characteristics:**

14 **(1) The name of the testator, settlor, or principal.**

15 **(2) The county of residence for the testator, settlor, or**
 16 **principal.**

17 **(3) The date of execution of an electronic estate planning**
 18 **document.**

19 **(4) The date of submission to or deposit with the registry of**
 20 **information pertaining to an electronic estate planning**
 21 **document submitted to or deposited with the registry.**

22 **(5) The name of any attorney responsible for the preparation**
 23 **or execution of an electronic estate planning document.**

24 **The registry administrator shall assign a unique document number**
 25 **or identifier to each electronic estate planning document submitted**
 26 **to or deposited with the registry.**

27 **(f) The registry administrator shall make the index:**

28 **(1) available to the public; and**

29 **(2) searchable by digital or online means.**

30 **The registry administrator may not charge a fee for access to or**
 31 **use of the index.**

32 **(g) The registry administrator shall ensure that any**
 33 **information:**

34 **(1) contained in an electronic estate planning document**
 35 **submitted to or deposited with the registry; and**

36 **(2) not described in subsection (e);**

37 **is not accessible to or searchable by the public.**

38 **(h) The registry administrator, upon receipt of a digital, online,**
 39 **or written request by an interested person, shall issue a certified**
 40 **report specifying whether or not the registry possesses any items**
 41 **described in subsection (c) for the specific testator, settlor, or**
 42 **principal who is the subject of the request. If the registry possesses**



1 any items described in subsection (c) for a specific testator, settlor,
 2 or principal, any certified report issued under this subsection must
 3 contain the information described in subsection (e) for the
 4 applicable testator, settlor, or principal. The registry administrator
 5 may charge and collect a fee for each report issued under this
 6 subsection. A fee charged under this subsection must be:

- 7 (1) set by the office of judicial administration; and
- 8 (2) charged at the time the report described in this subsection
 9 is issued.

10 (i) The registry administrator, upon receipt of a digital, online,
 11 or written request from:

- 12 (1) a living testator, settlor, or principal;
- 13 (2) an attorney for a person described in subdivision (1);
- 14 (3) a person possessing written authorization from a living
 15 testator;
- 16 (4) a person nominated as the personal representative, trustee,
 17 or attorney in fact in an electronic estate planning document;
 18 or
- 19 (5) any interested person with respect to the testator's estate
 20 following the testator's death;

21 shall prepare and issue a certified transcript of the electronic estate
 22 planning document and all associated items in a form that may be
 23 digitally saved and printed.

24 (j) A certified transcript issued under subsection (i) must consist
 25 of:

- 26 (1) the electronic estate planning document or a complete
 27 converted copy of the electronic estate planning document, as
 28 applicable, if the complete document was submitted to or
 29 deposited with the registry;
- 30 (2) any document integrity evidence associated with the
 31 electronic estate planning document, as applicable;
- 32 (3) the date and time the electronic estate planning document
 33 was submitted to or deposited with the registry; and
- 34 (4) the unique document number or identifier that was
 35 assigned to the electronic estate planning document under
 36 subsection (e).

37 The registry administrator may charge a fee for each transcript
 38 issued under subsection (i). The amount charged for the issuance
 39 of a transcript must be set by the office of judicial administration
 40 and charged at the time the transcript is issued.

41 (k) A certified report issued under subsection (h) or a certified
 42 transcript issued under subsection (i) constitutes prima facie



1 evidence of their respective contents and may be filed with a court
 2 without further authentication in any proceeding described under
 3 IC 29-1-7.

4 (l) Nothing in this chapter shall be construed to prohibit the
 5 Indiana supreme court and the office of judicial administration
 6 from expanding the scope of the registry to permit:

7 (1) traditional paper estate planning documents; or

8 (2) information concerning the execution of traditional paper
 9 estate planning documents;

10 from being submitted to or deposited with the registry. Documents
 11 described in subdivisions (1) and (2) must be subject to the same or
 12 substantially the same indexing, search procedures, transcript
 13 procedures, and fee rates as electronic estate planning documents.

14 SECTION 9. IC 30-4-1-2, AS AMENDED BY P.L.163-2018,
 15 SECTION 13, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 16 JULY 1, 2019]: Sec. 2. As used in this article:

17 (1) "Adult" means any person eighteen (18) years of age or older.

18 (2) "Affiliate" means a parent, descendant, spouse, spouse of a
 19 descendant, brother, sister, spouse of a brother or sister,
 20 employee, director, officer, partner, joint venturer, a corporation
 21 subject to common control with the trustee, a shareholder, or
 22 corporation who controls the trustee or a corporation controlled
 23 by the trustee other than as a fiduciary, an attorney, or an agent.

24 (3) "Beneficiary" has the meaning set forth in IC 30-2-14-2.

25 (4) "Breach of trust" means a violation by the trustee of any duty
 26 which is owed to the settlor or beneficiary.

27 (5) "Charitable trust" means a trust in which all the beneficiaries
 28 are the general public or organizations, including trusts,
 29 corporations, and associations, and that is organized and operated
 30 wholly for religious, charitable, scientific, public safety testing,
 31 literary, or educational purposes. The term does not include
 32 charitable remainder trusts, charitable lead trusts, pooled income
 33 funds, or any other form of split-interest charitable trust that has
 34 at least one (1) noncharitable beneficiary.

35 (6) "Child" includes an adopted child or a child who is in
 36 gestation before the death of a deceased parent and born
 37 within forty-three (43) weeks after the death of that parent.
 38 The term does not include a grandchild or other more remote
 39 descendants, nor, except as provided in IC 29-1-2-7, a child
 40 born out of wedlock.

41 (7) "Court" means a court having jurisdiction over trust
 42 matters.



- 1 ~~(7)~~ **(8)** "Income", except as otherwise stated in a trust agreement,
 2 has the meaning set forth in IC 30-2-14-4.
 3 ~~(8)~~ **(9)** "Income beneficiary" has the meaning set forth in
 4 IC 30-2-14-5.
 5 ~~(9)~~ **(10)** "Inventory value" means the cost of property to the settlor
 6 or the trustee at the time of acquisition or the market value of the
 7 property at the time it is delivered to the trustee, or the value of
 8 the property as finally determined for purposes of an estate or
 9 inheritance tax.
 10 ~~(10)~~ **(11)** "Minor" means any person under the age of eighteen
 11 (18) years.
 12 ~~(11)~~ **(12)** "No contest provision" refers to a provision of a trust
 13 instrument that, if given effect, would reduce or eliminate the
 14 interest of a beneficiary of the trust who, directly or indirectly,
 15 initiates or otherwise pursues:
 16 (A) an action to contest the validity of:
 17 (i) the trust; or
 18 (ii) the terms of the trust;
 19 (B) an action to set aside or vary any term of the trust; or
 20 (C) any other act to frustrate or defeat the settlor's intent as
 21 expressed in the terms of the trust.
 22 ~~(12)~~ **(13)** "Person" has the meaning set forth in IC 30-2-14-9.
 23 ~~(13)~~ **(14)** "Personal representative" means an executor or
 24 administrator of a decedent's or absentee's estate, guardian of the
 25 person or estate, guardian ad litem or other court appointed
 26 representative, next friend, parent or custodian of a minor,
 27 attorney in fact, or custodian of an incapacitated person (as
 28 defined in IC 29-3-1-7.5).
 29 ~~(14)~~ **(15)** "Principal" has the meaning set forth in IC 30-2-14-10.
 30 ~~(15)~~ **(16)** "Qualified beneficiary" means:
 31 (A) a beneficiary who, on the date the beneficiary's
 32 qualification is determined:
 33 (i) is a distributee or permissible distributee of trust income
 34 or principal;
 35 (ii) would be a distributee or permissible distributee of trust
 36 income or principal if the interest of the distributee
 37 described in item (i) terminated on that date;
 38 (iii) would be a distributee or permissible distributee of trust
 39 income or principal if the trust terminated on that date;
 40 (iv) is a charitable organization expressly designated to
 41 receive distributions under the terms of a charitable trust;
 42 (v) is a person appointed to enforce a trust for the care of an



1 animal under IC 30-4-2-18; or
 2 (vi) is a person appointed to enforce a trust for a
 3 noncharitable purpose under IC 30-4-2-19; or
 4 (B) the attorney general, if the trust is a charitable trust having
 5 its principal place of administration in Indiana.
 6 ~~(16)~~ **(17)** "Remainderman" means a beneficiary entitled to
 7 principal, including income which has been accumulated and
 8 added to the principal.
 9 ~~(17)~~ **(18)** "Settlor" means a person who establishes a trust
 10 including the testator of a will under which a trust is created.
 11 ~~(18)~~ **(19)** "Terms of a trust", "terms of the trust", or "terms of a
 12 charitable trust" means the manifestation of the intent of a settlor
 13 or decedent with respect to the trust, expressed in a manner that
 14 admits of its proof in a judicial proceeding, whether by written or
 15 spoken words or by conduct.
 16 ~~(19)~~ **(20)** "Trust estate" means the trust property and the income
 17 derived from its use.
 18 ~~(20)~~ **(21)** "Trust for a benevolent public purpose" means a
 19 charitable trust (as defined in subdivision (5)), a split-interest
 20 trust (as defined in Section 4947 of the Internal Revenue Code),
 21 a perpetual care fund or an endowment care fund established
 22 under IC 23-14-48-2, a prepaid funeral plan or funeral trust
 23 established under IC 30-2-9, a funeral trust established under
 24 IC 30-2-10, a trust or an escrow account created from payments
 25 of funeral, burial services, or merchandise in advance of need
 26 described in IC 30-2-13, and any other form of split-interest
 27 charitable trust that has both charitable and noncharitable
 28 beneficiaries, including but not limited to charitable remainder
 29 trusts, charitable lead trusts, and charitable pooled income funds.
 30 ~~(21)~~ **(22)** "Trust instrument" means an instrument, agreement, or
 31 other written document executed by the settlor that contains the
 32 terms of the trust, including any amendments to the terms of the
 33 trust.
 34 ~~(22)~~ **(23)** "Trust property" means property either placed in trust or
 35 purchased or otherwise acquired by the trustee for the trust
 36 regardless of whether the trust property is titled in the name of the
 37 trustee or the name of the trust.
 38 ~~(23)~~ **(24)** "Trustee" has the meaning set forth in IC 30-2-14-13.
 39 SECTION 10. IC 30-4-1.5-3, AS ADDED BY P.L.40-2018,
 40 SECTION 3, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 41 JULY 1, 2019]: Sec. 3. The following terms are defined for this
 42 chapter:



- 1 (1) "Affidavit of regularity" means an affidavit executed by a
 2 custodian or other person under section 10 of this chapter with
 3 respect to the electronic record for an electronic trust instrument
 4 or a complete converted copy of an electronic trust instrument.
 5 (2) "Complete converted copy" means a document in any format
 6 that:
 7 (A) can be visually perceived in its entirety on a monitor or
 8 other display device;
 9 (B) can be printed; and
 10 (C) contains:
 11 (i) the text of an electronic trust instrument; and
 12 (ii) a readable copy of the document integrity evidence, if
 13 any, that is or was part of or attached to the electronic trust
 14 instrument.
 15 (3) "Custodian" means a person other than:
 16 (A) the settlor who executed the electronic trust instrument;
 17 (B) an attorney;
 18 (C) a person who is named in the electronic trust instrument as
 19 a current trustee or successor trustee of the trust; or
 20 (D) a person who is named or defined as a beneficiary in the
 21 electronic trust instrument;
 22 who has authorized possession or control of the electronic trust
 23 instrument. The term may include an attorney in fact serving
 24 under a living settlor's durable power of attorney who possesses
 25 general authority over records, reports, statements, electronic
 26 records, or estate planning transactions.
 27 (4) "Custody" means the authorized possession and control of at
 28 least one (1) of the following:
 29 (A) A complete copy of the electronic record for the electronic
 30 trust instrument.
 31 (B) A complete converted copy of the electronic trust
 32 instrument if the complete electronic record has been lost or
 33 destroyed or if the electronic trust instrument has been
 34 revoked.
 35 (5) "Document integrity evidence" means the part of the
 36 electronic record for the electronic trust instrument that:
 37 (A) is created and maintained electronically;
 38 (B) includes digital markers showing that the electronic trust
 39 instrument has not been altered after its initial execution by the
 40 settlor;
 41 (C) is logically associated with the electronic trust instrument
 42 in a tamper evident manner so that any change made to the text



1 of the electronic trust instrument after its execution is visibly
 2 perceptible when the electronic record is displayed or printed;
 3 (D) ~~displays any changes made to the text of~~ **will generate an**
 4 **error message, invalidate an electronic signature, make the**
 5 **electronic record unreadable, or otherwise display**
 6 **evidence that some alteration was made to** the electronic
 7 trust instrument after its execution; and

8 (E) displays the following information:

9 (i) The city **and state in which, and the** date and time **at**
 10 **which,** the electronic trust instrument was executed by the
 11 settlor.

12 (ii) The name of the settlor.

13 (iii) The name and address of another person, if any,
 14 responsible for marking the settlor's electronic signature on
 15 the electronic trust instrument at the settlor's direction and
 16 in the actual presence of the settlor.

17 (iv) A copy of or a link to the electronic signature of the
 18 settlor on the electronic trust instrument.

19 (v) A general description of the type of identity verification
 20 evidence used to verify the settlor's identity.

21 (vi) The content of the cryptographic hash or unique code
 22 **used to complete the electronic record and make the**
 23 **electronic trust instrument tamper evident if a public**
 24 **key infrastructure or a similar secure technology was**
 25 **used by the settlor to sign or authenticate** the electronic
 26 trust instrument ~~in the event that public key infrastructure or~~
 27 ~~a similar secure technology was used to sign or authenticate~~
 28 ~~the electronic trust instrument. and if the vendor or the~~
 29 **software for the technology makes inclusion feasible.**

30 Document integrity evidence may, but is not required to, contain
 31 other information about the electronic trust instrument such as a
 32 unique document number, client number, or other identifier that
 33 an attorney or custodian assigns to the electronic trust instrument
 34 or a link to a secure Internet web site where a complete copy of
 35 the electronic trust instrument is accessible. The title, heading, or
 36 label, if any, that is assigned to the document integrity evidence
 37 (such as "certificate of completion", "audit trail", or "audit ~~log~~"
 38 **log") is immaterial): immaterial.**

39 (6) "Electronic" has the meaning set forth in IC 26-2-8-102.

40 (7) "Electronic record" has the meaning set forth in
 41 IC 26-2-8-102. The term may include one (1) or both of the
 42 following:



- 1 (A) The document integrity evidence associated with the
 2 electronic trust instrument.
 3 (B) The identity verification evidence of the settlor who
 4 executed the electronic trust instrument.
 5 (8) "Electronic signature" has the meaning set forth in
 6 IC 26-2-8-102.
 7 (9) "Electronic trust instrument" means a trust instrument for an
 8 inter vivos trust created by a settlor or other person that:
 9 (A) is initially created and maintained as an electronic record;
 10 (B) contains the electronic signature of the settlor or other
 11 person creating the trust; and
 12 (C) contains the date and time of the electronic signature of the
 13 settlor or other person creating the trust.
 14 The term includes an amendment to or a restatement of a
 15 revocable trust instrument when the amendment or restatement is
 16 executed in accordance with the requirements of section 6 of this
 17 chapter.
 18 (10) "Executed" means the signing of an electronic trust
 19 instrument. The term includes the use of an electronic signature.
 20 (11) "Identity verification evidence" means either:
 21 (A) a copy of the settlor's government issued photo
 22 identification card; or
 23 (B) any other information that verifies the identity of the
 24 settlor if derived from one (1) or more of the following
 25 sources:
 26 (i) A knowledge based authentication method.
 27 (ii) A physical device.
 28 (iii) A digital certificate using a public key infrastructure.
 29 (iv) A verification or authorization code sent to or used by
 30 the settlor.
 31 (v) Biometric identification.
 32 (vi) Any other commercially reasonable method for
 33 verifying the settlor's identity using current or future
 34 technology.
 35 (12) "Logically associated" means electronically connected, cross
 36 referenced, or linked in a reliable manner.
 37 (13) "Sign" means valid use of a properly executed electronic
 38 signature.
 39 (14) "Signature" means the authorized use of the settlor's name to
 40 authenticate an electronic trust instrument. The term includes an
 41 electronic signature.
 42 (15) "Tamper evident" means the feature of an electronic record,



1 such as an electronic trust instrument or document integrity
 2 evidence for an electronic trust instrument, that will cause **the**
 3 **fact of** any alteration **of** or tampering **of with** the electronic
 4 record, after it is created or signed, to be perceptible to any person
 5 viewing the electronic record when it is printed on paper or
 6 viewed on a monitor or other display device. **The term applies**
 7 **even if the nature or the specific content of the alteration is**
 8 **not perceptible.**

9 (16) "Traditional paper trust instrument" means a trust instrument
 10 or an amendment to or a restatement of a trust instrument that is
 11 signed by the settlor on paper.

12 SECTION 11. IC 30-4-2.1-4 IS AMENDED TO READ AS
 13 FOLLOWS [EFFECTIVE JULY 1, 2019]: Sec. 4. (a) Except as
 14 provided in subsection (b) and section 5 of this chapter, when a settlor
 15 fails to provide in the settlor's trust for a child who is:

- 16 (1) born or adopted after the making of the settlor's trust; and
 17 (2) born before or after the settlor's death;

18 the child is entitled to receive a share in the trust assets. The child's
 19 share of the trust assets shall be determined by ascertaining what the
 20 child's intestate share would have been under IC 29-1-2-1 if the settlor
 21 had died intestate. The child is entitled to receive a share of the trust
 22 assets equivalent in value to the intestacy share determined under
 23 IC 29-1-2-1.

24 (b) Subsection (a) does not apply to a child of the settlor if:

- 25 (1) it appears from the trust that the settlor intentionally failed to
 26 provide in the settlor's trust for the child; or
 27 (2) ~~the settlor: when the trust was executed:~~
 28 (A) ~~the settlor~~ had at least one (1) child known to the settlor to
 29 be living **when the trust was executed;** and
 30 (B) ~~the settlor~~ devised substantially all of the settlor's **estate**
 31 **trust assets** to the settlor's surviving spouse.

32 SECTION 12. IC 30-5-2-1.5 IS ADDED TO THE INDIANA CODE
 33 AS A **NEW SECTION** TO READ AS FOLLOWS [EFFECTIVE JULY
 34 1, 2019]: **Sec. 1.5. "Account", for purposes of IC 30-5-5-6.5, has the**
 35 **meaning set forth in IC 30-5-5-6.5(a)(1).**

36 SECTION 13. IC 30-5-2-1.8 IS ADDED TO THE INDIANA CODE
 37 AS A **NEW SECTION** TO READ AS FOLLOWS [EFFECTIVE JULY
 38 1, 2019]: **Sec. 1.8. "All other matters", for purposes of**
 39 **IC 30-5-5-6.5, has the meaning set forth in IC 30-5-5-19.**

40 SECTION 14. IC 30-5-2-3.8 IS ADDED TO THE INDIANA CODE
 41 AS A **NEW SECTION** TO READ AS FOLLOWS [EFFECTIVE JULY
 42 1, 2019]: **Sec. 3.8. "Financial exploitation", for purposes of**



1 **IC 30-5-5-6.5, has the meaning set forth in IC 30-5-5-6.5(a)(3).**

2 SECTION 15. IC 30-5-2-9 IS ADDED TO THE INDIANA CODE
3 AS A **NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY**
4 **1, 2019]: Sec. 9. "Specified adult", for purposes of IC 30-5-5-6.5,**
5 **has the meaning set forth in IC 30-5-5-6.5(a)(4).**

6 SECTION 16. IC 30-5-2-10 IS ADDED TO THE INDIANA CODE
7 AS A **NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY**
8 **1, 2019]: Sec. 10. "Trusted contact person", for purposes of**
9 **IC 30-5-5-6.5, has the meaning set forth in IC 30-5-5-6.5(a)(5).**

10 SECTION 17. IC 30-5-5-6.5 IS ADDED TO THE INDIANA CODE
11 AS A **NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY**
12 **1, 2019]: Sec. 6.5. (a) The following definitions apply throughout**
13 **this section:**

14 (1) "Account" means any account that a specified adult may
15 access or use to transact business.

16 (2) "All other matters" has the meaning set forth in
17 IC 30-5-5-19.

18 (3) "Financial exploitation" means:

19 (A) the unlawful or unauthorized taking, withholding,
20 appropriation, or use of a specified adult's funds or
21 securities; or

22 (B) any:

23 (i) act;

24 (ii) omission;

25 (iii) use of a power of attorney;

26 (iv) use of a guardianship; or

27 (v) use of any other legal authority concerning a
28 specified adult;

29 to obtain control over the specified adult's money, assets,
30 or property or to convert the specified adult's money,
31 assets, or property, through use of deception, intimidation,
32 or undue influence.

33 (4) "Specified adult" means:

34 (A) a person not less than sixty-five (65) years of age; or

35 (B) a person who:

36 (i) is at least eighteen (18) years of age; and

37 (ii) has a mental or physical impairment that prohibits
38 the person from protecting the person's interests.

39 (5) "Trusted contact person" means a person who may be
40 contacted about matters concerning a specified adult's
41 account.

42 (b) Language conferring general authority concerning financial



1 exploitation authorizes the attorney in fact to do one (1) or more of
2 the following:

3 (1) Serve as the trusted contact person for the principal.

4 (2) Designate or change the trusted contact person for a
5 specified adult.

6 (3) Authorize a person described in subdivision (1) or (2) to:

7 (A) receive notice of financial exploitation; or

8 (B) act on behalf of a specified adult in response to
9 financial exploitation.

10 (4) Act to prevent, stop, correct, or remediate account losses
11 incurred as a result of financial exploitation.

12 (c) A power of attorney that:

13 (1) is executed before July 1, 2019; and

14 (2) confers general authority with respect to all other matters;

15 also confers general authority to address any issues concerning the
16 financial exploitation of an account.

17 SECTION 18. IC 30-5-11-3, AS AMENDED BY THE
18 TECHNICAL CORRECTIONS BILL OF THE 2019 GENERAL
19 ASSEMBLY, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
20 JULY 1, 2019]: Sec. 3. The following terms are defined for this
21 chapter:

22 (1) "Affidavit of regularity" means an affidavit executed by a
23 custodian or other person under section 9 of this chapter with
24 respect to the electronic record for an electronic power of attorney
25 or a complete converted copy of an electronic power of attorney.

26 (2) "Complete converted copy" means a document in any format
27 that:

28 (A) can be visually viewed in its entirety on a monitor or other
29 display device;

30 (B) can be printed; and

31 (C) contains the text of an electronic power of attorney and a
32 readable copy of any associated document integrity evidence
33 that may be a part of or attached to the electronic power of
34 attorney.

35 (3) "Custodian" means a person other than:

36 (A) the principal who executed the electronic power of
37 attorney;

38 (B) an attorney; or

39 (C) a person who is named in the electronic power of attorney
40 as an attorney in fact or successor attorney in fact under the
41 power of attorney.

42 (4) "Custody" means the authorized possession and control of at



- 1 least one (1) of the following:
- 2 (A) A complete copy of the electronic record for the electronic
- 3 power of attorney.
- 4 (B) A complete converted copy of the electronic power of
- 5 attorney if the complete electronic record has been lost or
- 6 destroyed or the electronic power of attorney has been
- 7 revoked.
- 8 (5) "Document integrity evidence" means the part of the
- 9 electronic record for the electronic power of attorney that:
- 10 (A) is created and maintained electronically;
- 11 (B) includes digital markers showing that the electronic power
- 12 of attorney has not been altered after its initial execution by
- 13 the principal;
- 14 (C) is logically associated with the electronic power of
- 15 attorney in a tamper evident manner so that any change made
- 16 to the text of the electronic power of attorney after its
- 17 execution is visibly perceptible when the electronic record is
- 18 displayed or printed;
- 19 (D) **displays any changes made to the text of will generate an**
- 20 **error message, invalidate an electronic signature, make the**
- 21 **electronic record unreadable, or otherwise display**
- 22 **evidence that some alteration was made to** the electronic
- 23 power of attorney after its execution; and
- 24 (E) displays the following information:
- 25 (i) The city **and state in which, and the date and time at**
- 26 **which**, the electronic power of attorney was executed by the
- 27 principal.
- 28 (ii) The name of the principal.
- 29 (iii) The name and address of the person responsible for
- 30 marking the principal's signature on the electronic power of
- 31 attorney at the principal's direction and in the principal's
- 32 presence, as applicable.
- 33 (iv) A copy of or a link to the electronic signature of the
- 34 principal on the electronic power of attorney.
- 35 (v) A general description of the type of identity verification
- 36 evidence used to verify the principal's identity.
- 37 (vi) **The content of the cryptographic hash or unique**
- 38 **code used to complete the electronic record and make the**
- 39 **electronic power of attorney tamper evident if a public**
- 40 **key infrastructure or a similar secure technology was**
- 41 **used to sign or authenticate the electronic power of**
- 42 **attorney and if the vendor or software for the technology**



- 1 **makes inclusion feasible.**
 2 Document integrity evidence may, but is not required to, contain
 3 other information about the electronic power of attorney such as
 4 a unique document number, client number, or other identifier that
 5 an attorney or custodian assigns to the electronic power of
 6 attorney or a link to a secure Internet web site where a complete
 7 copy of the electronic power of attorney is accessible. The title,
 8 heading, or label, if any, that is assigned to the document integrity
 9 evidence (such as "certificate of completion", "audit trail", or
 10 "audit log" ~~log~~) is **immaterial**.
 11 (6) "Electronic" has the meaning set forth in IC 26-2-8-102.
 12 (7) "Electronic power of attorney" means a power of attorney
 13 created by a principal that:
 14 (A) is initially created and maintained as an electronic record;
 15 (B) contains the electronic signature of the principal creating
 16 the power of attorney;
 17 (C) contains the date and time of the electronic signature of the
 18 principal creating the power of attorney; and
 19 (D) is notarized.
 20 The term includes an amendment to or a restatement of the power
 21 of attorney if the amendment or restatement complies with the
 22 requirements described in section 5 of this chapter.
 23 (8) "Electronic record" has the meaning set forth in
 24 IC 26-2-8-102. The term may include one (1) or both of the
 25 following:
 26 (A) The document integrity evidence associated with an
 27 electronic power of attorney.
 28 (B) The identity verification evidence of the principal who
 29 executed the electronic power of attorney.
 30 (9) "Electronic signature" has the meaning set forth in
 31 IC 26-2-8-102.
 32 (10) "Executed" means the signing of a power of attorney. The
 33 term includes the use of an electronic signature.
 34 (11) "Identity verification evidence" means either:
 35 (A) a copy of a government issued photo identification card
 36 belonging to the principal; or
 37 (B) any other information that verifies the identity of the
 38 principal if derived from one (1) or more of the following
 39 sources:
 40 (i) A knowledge based authentication method.
 41 (ii) A physical device.
 42 (iii) A digital certificate using a public key infrastructure.



- 1 (iv) A verification or authorization code sent to or used by
 2 the principal.
 3 (v) Biometric identification.
 4 (vi) Any other commercially reasonable method for
 5 verifying the principal's identity using current or future
 6 technology.
- 7 (12) "Logically associated" means electronically connected, cross
 8 referenced, or linked in a reliable manner.
- 9 (13) "Sign" means valid use of a properly executed electronic
 10 signature.
- 11 (14) "Signature" means the authorized use of the principal's name
 12 to authenticate a power of attorney. The term includes an
 13 electronic signature.
- 14 (15) "Tamper evident" means the feature of an electronic record,
 15 such as an electronic power of attorney or document integrity
 16 evidence for an electronic power of attorney, that will cause **the**
 17 **fact of** any alteration or tampering ~~of~~ **with** the electronic record,
 18 after it is created or signed, to be perceptible to any person
 19 viewing the electronic record when it is printed on paper or
 20 viewed on a monitor or other display device. **The term applies**
 21 **even if the nature or specific content of the alteration is not**
 22 **perceptible.**
- 23 (16) "Traditional paper power of attorney" means a power of
 24 attorney or an amendment to or a restatement of a power of
 25 attorney that is signed by the principal on paper.
- 26 SECTION 19. IC 32-17-1-2 IS AMENDED TO READ AS
 27 FOLLOWS [EFFECTIVE JULY 1, 2019]: Sec. 2. (a) A conveyance of
 28 land that is:
- 29 (1) worded in substance as "A.B. conveys and warrants to C.D."
 30 (insert a description of the premises) "for the sum of" (insert the
 31 consideration); and
 32 (2) dated and signed, sealed, and acknowledged by the grantor;
 33 is a conveyance in fee simple to the grantee and the grantee's heirs and
 34 assigns with a covenant as described in subsection (b).
- 35 (b) A conveyance in fee simple under subsection (a) includes a
 36 covenant from the grantor for the grantor and the grantor's heirs and
 37 personal representatives that the grantor:
- 38 (1) is lawfully seized of the premises;
 39 (2) has good right to convey the premises;
 40 (3) guarantees the quiet possession of the premises;
 41 (4) guarantees that the premises are free from all encumbrances;
 42 and



1 (5) will warrant and defend the title to the premises against all
2 lawful claims.

3 **(c) If a transfer on death deed under IC 32-17-14 has been**
4 **recorded before the death of the owner with the recorder of deeds**
5 **in the county in which the real property is situated, a subsequent**
6 **conveyance of the real property is void if it is not recorded before**
7 **the death of the owner with the recorder of deeds in the county in**
8 **which the real property is situated.**

9 SECTION 20. IC 32-17-14-3, AS AMENDED BY P.L.81-2015,
10 SECTION 24, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
11 JULY 1, 2019]: Sec. 3. The following definitions apply throughout this
12 chapter:

13 (1) "Beneficiary" means a person designated or entitled to receive
14 property because of another person's death under a transfer on
15 death transfer.

16 (2) "Beneficiary designation" means a written instrument other
17 than a will or trust that designates the beneficiary of a transfer on
18 death transfer.

19 (3) "Governing instrument" refers to a written instrument agreed
20 to by an owner that establishes the terms and conditions of an
21 ownership in beneficiary form.

22 (4) "Intangible personal property" means incorporeal property,
23 such as money, deposits, credits, shares of stock, bonds, notes,
24 other evidences of indebtedness, and other evidences of property
25 interests.

26 (5) "Joint owners" refers to persons who hold property as joint
27 tenants with a right of survivorship. However, the term does not
28 include a husband and wife who hold property as tenants by the
29 entirety.

30 (6) "LDPS" means an abbreviation of lineal descendants per
31 stirpes, which may be used in a beneficiary designation to
32 designate a substitute beneficiary as provided in section 22 of this
33 chapter.

34 (7) "Owner", **except as provided in subdivision (14)**, refers to a
35 person or persons who have a right to designate the beneficiary of
36 a transfer on death transfer.

37 (8) "Ownership in beneficiary form" means holding property
38 under a registration in beneficiary form or other written
39 instrument that:

40 (A) names the owner of the property;

41 (B) directs ownership of the property to be transferred upon
42 the death of the owner to the designated beneficiary; and



- 1 (C) designates the beneficiary.
- 2 (9) "Person" means an individual, a sole proprietorship, a
- 3 partnership, an association, a fiduciary, a trustee, a corporation,
- 4 a limited liability company, or any other business entity.
- 5 (10) "Proof of death" means a death certificate or a record or
- 6 report that is prima facie proof or evidence of an individual's
- 7 death.
- 8 (11) "Property" means any present or future interest in real
- 9 property, intangible personal property, or tangible personal
- 10 property. The term includes:
- 11 (A) a right to direct or receive payment of a debt;
- 12 (B) a right to direct or receive payment of money or other
- 13 benefits due under a contract, account agreement, deposit
- 14 agreement, employment contract, or trust or by operation of
- 15 law;
- 16 (C) a right to receive performance remaining due under a
- 17 contract;
- 18 (D) a right to receive payment under a promissory note or a
- 19 debt maintained in a written account record;
- 20 (E) rights under a certificated or uncertificated security;
- 21 (F) rights under an instrument evidencing ownership of
- 22 property issued by a governmental agency; and
- 23 (G) rights under a document of title (as defined in
- 24 IC 26-1-1-201).
- 25 (12) "Registration in beneficiary form" means titling of an
- 26 account record, certificate, or other written instrument that:
- 27 (A) provides evidence of ownership of property in the name of
- 28 the owner;
- 29 (B) directs ownership of the property to be transferred upon
- 30 the death of the owner to the designated beneficiary; and
- 31 (C) designates the beneficiary.
- 32 (13) "Security" means a share, participation, or other interest in
- 33 property, in a business, or in an obligation of an enterprise or
- 34 other issuer. The term includes a certificated security, an
- 35 uncertificated security, and a security account.
- 36 **(14) "The death of the owner" or "the owner's death" refers**
- 37 **to the death of the individual upon whose death the transfer**
- 38 **on death transfer occurs.**
- 39 ~~(14)~~ **(15)** "Tangible personal property" means corporeal personal
- 40 property, such as goods, wares, and merchandise.
- 41 ~~(15)~~ **(16)** "Transfer on death deed" means a deed that conveys an
- 42 interest in real property to a grantee by beneficiary designation.



1 ~~(16)~~ **(17)** "Transfer on death transfer" refers to a transfer of
 2 property that takes effect upon the death of the owner under a
 3 beneficiary designation made under this chapter.

4 ~~(17)~~ **(18)** "Transferring entity" means a person who:

5 (A) owes a debt or is obligated to pay money or benefits;

6 (B) renders contract performance;

7 (C) delivers or conveys property; or

8 (D) changes the record of ownership of property on the books,
 9 records, and accounts of an enterprise or on a certificate or
 10 document of title that evidences property rights.

11 The term includes a governmental agency, business entity, or
 12 transfer agent that issues certificates of ownership or title to
 13 property and a person acting as a custodial agent for an owner's
 14 property. However, the term does not include a governmental
 15 office charged with endorsing, entering, or recording the transfer
 16 of real property in the public records.

17 SECTION 21. IC 32-17-14-16, AS AMENDED BY P.L.6-2010,
 18 SECTION 32, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 19 JULY 1, 2019]: Sec. 16. (a) A beneficiary designation may be revoked
 20 or changed during the lifetime of the owner.

21 (b) A revocation or change of a beneficiary designation involving
 22 property owned as tenants by the entirety must be made with the
 23 agreement of both tenants for so long as both tenants are alive. After an
 24 individual dies owning as a tenant by the entirety property that is
 25 subject to a beneficiary designation, the individual's surviving spouse
 26 may revoke or change the beneficiary designation.

27 (c) A revocation or change of a beneficiary designation involving
 28 property owned in a form of ownership (other than as tenants by the
 29 entirety) that restricts conveyance of the interest unless another person
 30 joins in the conveyance must be made with the agreement of each
 31 living owner required to join in a conveyance.

32 (d) A revocation or change of a beneficiary designation involving
 33 property owned by joint owners with a right of survivorship must be
 34 made with the agreement of each living owner.

35 (e) A subsequent beneficiary designation revokes a prior beneficiary
 36 designation unless the subsequent beneficiary designation expressly
 37 provides otherwise.

38 (f) A revocation or change in a beneficiary designation must comply
 39 with the terms of any governing instrument, this chapter, and any other
 40 applicable law.

41 (g) A beneficiary designation may not be revoked or changed by a
 42 will or trust unless the beneficiary designation expressly grants the



1 owner the right to revoke or change the beneficiary designation by a
2 will or trust.

3 (h) A transfer during the owner's lifetime of the owner's interest in
4 the property, with or without consideration, terminates the beneficiary
5 designation with respect to the property transferred. **However, if the
6 owner's interest is in real property, the deed of conveyance is void
7 if it is not recorded before the death of the owner with the recorder
8 of deeds in the county where the real property is situated.**

9 (i) The effective date of a revocation or change in a beneficiary
10 designation is determined in the same manner as the effective date of
11 a beneficiary designation.

12 (j) An owner may revoke a beneficiary designation made in a
13 transfer on death deed by executing and recording before the death of
14 the owner with the recorder of deeds in the county in which the real
15 property is situated either:

- 16 (1) a subsequent deed of conveyance revoking, omitting, or
17 changing the beneficiary designation; or
- 18 (2) an affidavit acknowledged or proved under IC 32-21-2-3 that
19 revokes or changes the beneficiary designation.

20 **A deed of conveyance or affidavit described in this subsection is
21 void if it is not recorded before the death of the owner with the
22 recorder of deeds in the county where the real property is situated.**

23 (k) A physical act, such as a written modification on or the
24 destruction of a transfer on death deed after the transfer on death deed
25 has been recorded, has no effect on the beneficiary designation.

26 (l) A transfer on death deed may not be revoked or modified by will
27 or trust.

28 SECTION 22. IC 32-21-1-13 IS AMENDED TO READ AS
29 FOLLOWS [EFFECTIVE JULY 1, 2019]: Sec. 13. (a) Except for a
30 bona fide lease for a term not exceeding three (3) years, a conveyance
31 of land or of any interest in land shall be made by a deed that is:

- 32 (1) written; and
- 33 (2) subscribed, sealed, and acknowledged by the grantor (as
34 defined in IC 32-17-1-1) or by the grantor's attorney.

35 **(b) If a transfer on death deed under IC 32-17-14 has been
36 recorded before the death of the owner with the recorder of deeds
37 in the county in which the real property is situated, a subsequent
38 conveyance of the real property is void if it is not recorded before
39 the death of the owner with the recorder of deeds in the county in
40 which the real property is situated.**

41 SECTION 23. IC 32-21-1-15 IS AMENDED TO READ AS
42 FOLLOWS [EFFECTIVE JULY 1, 2019]: Sec. 15. (a) A conveyance



1 of land that is:
2 (1) worded in substance as "A.B. quitclaims to C.D." (here
3 describe the premises) "for the sum of" (here insert the
4 consideration); and
5 (2) signed, sealed, and acknowledged by the grantor (as defined
6 in IC 32-17-1-1);
7 is a good and sufficient conveyance in quitclaim to the grantee and the
8 grantee's heirs and assigns.
9 **(b) If a transfer on death deed under IC 32-17-14 has been**
10 **recorded before the death of the owner with the recorder of deeds**
11 **in the county in which the real property is situated, a subsequent**
12 **conveyance of the real property is void if it is not recorded before**
13 **the death of the owner with the recorder of deeds in the county in**
14 **which the real property is situated.**

