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Stop Reinventing the Wheel! Automating the Drafting of Documents

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**STOP REINVENTING THE WHEEL!
AUTOMATING THE DRAFTING OF DOCUMENTS**

By Barron Henley and Allan O. Mackenzie

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By Barron Henley and Allan O. Mackenzie

I. INTRODUCTION

This article is designed to introduce you to automated document drafting and explain the benefits.

II. DRAFTING METHODOLOGIES:

There are five primary methods lawyers utilize when drafting documents. They are broadly classified as follows:

A. **Cut and Paste/Search and Replace ("CPSR"):**

When creating new documents, some lawyers (probably most) simply start with the last document they created for a similar client and then modify it (cut-and-paste, search-and-replace) to suit the new client. Although this is the most common approach, it has several significant disadvantages. The first is a high margin for error and the second is a lack of speed. The margin for error (and therefore malpractice risk) arises from the fact that CPSR is unstructured, relies on memory, assumes the word processor will "catch" all of the items in need of replacement and requires many steps. Memories fail, word processors don't catch everything and more steps create more mistakes and slower drafting. Transcribing voice recordings or hand written notes and cobbling together provisions from other documents makes the process slow. Overall, CPSR is characterized by disorganization, mistakes, and inefficiency; and should be avoided whenever possible.

B. **Plain Forms, Model Documents and Templates ("Plain Forms"):**

Some lawyers have taken the time to create model documents or templates which contain as many language options as possible. In the alternative, some have broken all of their documents down into component parts and assemble their documents by cobbling together possibly hundreds of unique clauses, paragraphs or phrases they've previously organized, categorized and labeled. The language from either approach may contain blanks and/or written instructions to the user as to what should be entered into any particular blank and under what circumstances optional language should be included or excluded. This is significantly better than CPSR, but is still slow and contains a margin for error unacceptable to many.

C. **Forms Plus Word Processor Automation ("Forms Plus"):**

Some lawyers take the Plain Forms approach, then improve it by adding in automation features available in their word processor (typically WordPerfect or

Word). This can mean utilizing merge functions, "prompt" fields, macros to expedite the insertion of optional language, and/or better use of Word's AutoText or Quick Parts (new in Word 2007) features or WordPerfect's QuickWords feature. It's fairly easy to create templates and utilize the tools that Word or WordPerfect provides you for automating those templates. Automating the fill-in of names and the like is fairly easy. However, unless you're a programmer, gathering lists (beneficiaries, trustees, personal representatives, etc.), making language conditional and calculating things (such as he/she, him/her, verb conjugation, list punctuation) is extremely difficult, particularly in MS Word. This approach also assumes that you have a mastery of your word processor and know, for example, how to utilize automatic paragraph numbering, auto-calculating cross references, automatic tables of contents and other higher-end features. If these things aren't built into your templates, then you end up spending a lot of time wrestling with formatting issues and paragraph numbering which can significantly off-set any efficiencies you may have otherwise gained by utilizing word processor automation features. Having said all of that, you should be utilizing this approach *at a minimum*. It is superior to CPRS and Plain Forms in almost every respect. Further, the CPRS method is enhanced by the fact that properly created templates control list and other formatting making pasting a much more productive step.

D. Plain Forms + Document/Case Management Software

Hand in hand with large volume document production, document management software (such as eDocs (formerly Hummingbird DM), WorkSite (formerly iManage), Worldox) and Case Management software (such as Amicus Attorney, ProLaw, Time Matters) have emerged to aid firms in organizing both documents and case information. A sometimes overlooked fact is that most software vendors offer integration options for your Word or WordPerfect templates. In Amicus Attorney, ProLaw and TimeMatters, for example, you can store your templates within the case management system. When a document is created within a specific matter, the equivalent of merge codes grabs key information (client names, pleading captions – indeed nearly any of the case related database fields). For high volume practices such as insurance defense, a library of word processing templates with linked case or document management fields can streamline workflow, even completely automate some practice areas with rigidly controlled case intake procedures. Though not a true “document assembly” option for many this is a strong candidate as the next step.

E. Commercial Drafting Systems ("CDS"):

Having become frustrated with the inefficiency of CPRS, or the amount of time necessary to develop and maintain the Plain Forms or Forms Plus approaches, some lawyers simply buy or subscribe to a CDS.

CDSs are widely divergent in terms of sophistication. For example, I have encountered estate planning drafting systems which enable the user to generate incredibly complex, customized documents which are valid in all 50 states. On the other end of the spectrum, I have seen systems which are nothing more than the most basic and simple forms with fill-in-the-blank technology. Sophisticated systems can cost as much as \$5,000+ per year; and simple ones can be as inexpensive as a one-time \$200 fee. Most CDSs contemplate that you enter information about your client and in return, the system generates customized documents for that client. Some work in Word or WordPerfect; and some utilize their own custom-built word processor environment.

F. Forms Plus Document Assembly Software ("DA"):

Finally, some will take the Plain Forms approach and raise it to another level by utilizing third-party document assembly software in conjunction with their word processor. In effect, these individuals are creating their own CDS. In fact, many of the CDSs available are exactly that: a combination of Word and/or WordPerfect and a home-grown or commercially available document assembly program.

1. What Is Document Assembly?

Most document assembly programs integrate with your word processor and enable you to create sophisticated templates. Those templates typically generate an interview (series of questions) presented to the user. Upon answering the questions, a customized document is instantly generated. In addition to simply filling in blanks, document assembly programs support conditional logic (i.e., include the guardianship paragraph if the client has minor children or adult disabled children), infinite lists, and the ability to calculate text, numbers and dates.

The on-screen interview is quite powerful because the template designer can control everything about the sequence and content of the interview. With practice, you can reproduce your entire decision tree in the template and build in safe-guards that walk even novice users through the assembly. An example of the interview created by HotDocs is shown below. The dialogs comprising the entire interview are shown on the left and the individual questions for each dialog are shown on the right.

Interview	Document Preview	Comparison	Question Summary	Answer Summary
-----------	------------------	------------	------------------	----------------

- Client Information
- Client Address Information
- Children Information
- Other Persons or Entities
- Tangible Personal Property Information
- Power of Appointment
- General Will Information
- Personal Representative Information
- Optional Provisions
- Execution Information
- End of Interview

Client Information

CLIENT INFORMATION:

Client type: Unmarried Man Unmarried Woman Married Couple or Married Individual

Who is the Testator? Husband Wife

Check if NOT a US citizen: Husband Wife

Who is presumed to predecease? Husband Wife

HIS NAME:

First name: Middle name: Last name:

Suffix: Jr. Sr. II III Other

Also known as (if applicable): His DOB:

HER NAME:

First name: Middle name: Last name:

Also known as (if applicable): Her DOB:

2. How It Works - Big Picture

Using HotDocs as an example, the program allows users to replace changeable text with variables (i.e., «Testator Name», «Testator Street Address»), make the inclusion of text (words, sentences, paragraphs, etc.) conditional, gather (infinite) lists, and automatically calculate dates, text and numbers. With each new variable, you create a corresponding question (prompt) which is presented to the user during the assembly process. Generating a new document is a simple matter of answering the questions presented by the template during the assembly process. After the questions are answered, the completed document appears on the screen (in Word or WordPerfect), ready edit, save, print, etc. The on-screen interview is quite powerful because the template designer can control everything about the sequence and content of the interview. With practice, you can reproduce your entire decision tree in the template and build in safe-guards that walk even novice users through the assembly.

After a document is assembled, HotDocs allows users to save the answers entered for one document so that they can be used to assemble other documents which use the same information. In this manner, users simultaneously decrease the margin for error while eliminating time

wasted on redundant data entry. The document produced by HotDocs is a plain word processor document and can be edited and stored like any other document.

3. Document Assembly Options:

There are several available document automation applications and while each has its own unique way of handling the task, they all are very capable and able to achieve the objectives we discuss below. Each of them work with Word or WordPerfect or both. Some provide the ability to automate PDF forms. Because LexisNexis' HotDocs continues to dominate the market and both of us are most familiar with it we refer to and show examples from HotDocs throughout this article but we could just as easily be referring to any of these applications. It is highly recommended that you explore the various options and decide for yourself which application best meets your practice needs in terms of availability, functionality and cost. Here are some options to explore:

- HotDocs - www.hotdocs.com
- DealBuilder - www.business-integrity.com
- Rapidocs - www.rapidocs.com
- QShift - www.ixio.com
- Dynamic Document Drafting (D3) - www.microsystems.com
- Pathagoras - www.pathagoras.com
- Perfectus - www.perfectussolutions.com
- ActiveDocs - www.activedocs.com
- Exari - www.exari.com
- AmazingDocs - www.amazingdocs.com

III. WHY YOU NEED TO ENGAGE IN AT LEAST SOME FORM OF DOCUMENT ASSEMBLY AUTOMATION

A. Document Drafting is Mission Critical to Most Lawyers:

There are many practice areas in which drafting is the primary task engaged in by the lawyer; and in many cases, the service rendered is primarily a set of documents (estate planning, etc.). The Cut and Paste/Search and Replace and Plain Forms drafting methods described above are incredibly inefficient, slow and

have a high margin for error. It is inappropriate to rely on such inadequate drafting methods considering the import of the task.

B. Paradigm Shift:

For many years, the legal industry had little incentive nor ability to change the inefficient CP/SR method of drafting. With hourly billing predominant, one who takes a bit longer to get a set of documents together isn't penalized (in fact, they might be rewarded). Furthermore, there were few alternatives from a technological standpoint.

However, the emergence of flat fee billing and other non-hourly methods began creating an incentive to generate documents more quickly. Competition has increased significantly in the legal industry in the last 20 years; and technology has enabled firms to handle much higher volumes than they could in past decades thereby forcing administrative tasks like drafting to become more efficient. The paradigm shift was that lawyers began *looking* for ways to generate documents in a quicker fashion without sacrificing accuracy. Document assembly technology began to develop in order to help them achieve that objective. Initially, only big firms with deep pockets could afford it. Now anyone can.

C. Superior Speed:

Imagine a tool that could save you hours each day. If you're buried in drafting and it's a primary stressor in your work load, then a document assembly system is the proverbial magic bullet. If you're in a document intensive area of practice (estate planning, real estate, banking, contracts, employee benefits, etc.), nothing else you can do will have a greater impact on your efficiency than automating your document production. It's one of the few technologies that can literally revolutionize the way you work. However, it takes a serious investment of time to learn it yourself and deploy it into your practice. For most practice areas, it's unquestionably worth the investment. For example, assume you have a complex document with hundreds of optional paragraphs (such as a complex Revocable Trust) which presently requires four hours to create from first to final draft. After converting the document into a HotDocs template, the same document generation should take approximately ten minutes. The time savings are that dramatic.

It should also be noted that document assembly can pay big dividends even with the most simple documents. Let's say, for example, that your firm produces 50 letters a week of various types. They could be anything from a "confirming our initial appointment and here's what you need to bring" letter to a fax cover sheet to a simple "enclosed please find..." letter. If those letters presently take 8 minutes on average to complete, then that's 6.67 hours per week. Now let's assume they're automated, and the time necessary to complete drops to an average of 1 minute (very realistic). You're now down to .83 hours per week. If you multiply that time savings by \$100/hour, that's \$584/week, \$2,336 per month and

\$28,032 per year. Regardless of the dollar savings, an extra 5.84 hours per week is nothing to sneeze at.

In fact, the time savings realized with document assembly systems are so significant that they often require a move to flat fee or "value billing" instead of hourly billing. Of course, this doesn't necessarily mean that users should charge less for services rendered. It simply means that any uncertainty regarding the time necessary to generate the documents has been removed. Therefore, there is no risk in quoting a flat fee (at least for the document generation aspect of the service). The net effect is that fewer resources are consumed to produce better documents and clients are happier because they didn't have to worry about an unexpectedly high hourly fee.

D. Higher Accuracy:

Document assembly and word processor automation systems are much more accurate than Cut and Paste/Search and Replace because they only require the user to enter case-specific facts and the items that change (party names, etc.). The template does the work of including the appropriate paragraphs, excluding the irrelevant ones, verb conjugation, punctuating lists, calculating numbers and dates, correcting personal pronouns and replacing the items in need of replacement. For many people witnessing this method of document generation for the first time, it is nothing short of an epiphany.

Documents generated from document assembly systems are more accurate though much less time is spent generating them; and training time for new employees is reduced since they must only be shown how to answer the questions.

E. Higher Profitability:

If you're generating more accurate documents in far less time and consuming far fewer resources in the process, profitability naturally goes up. The return on investment is fast and furious; usually only a few months for most projects. For example, let's assume that an estate planning lawyer and it takes you about 10 hours for the initial meeting and the time necessary to draft an entire set of estate planning documents for the average client. Many transactional lawyers have switched to a flat-fee schedule so let's also assume that you charge a flat fee of \$2,000 for the average plan. Dividing that fee by the time it takes you to produce the documents means you're realizing about \$200 per hour. However, if you automated your document production, your total time spent could easily drop to 1.5 hours (including the initial meeting). That would raise your effective hourly rate to a whopping \$1,333 per hour. Now that's not bad!

Let's take that a step further and look at your cost savings. Assume that your cost of production works out to about \$100/hour (salary, benefits, materials consumed, etc.) for the time you used to spend. Therefore, if it was taking you 10 hours, then

your cost of production was \$1,000. With a drafting system, your cost of production drops to \$150, or a savings of \$850 per transaction. If you're averaging just 6 new estate planning clients a month, then your monthly savings is \$5,100. You can use that figure to determine how much it would make sense to spend on automating your documents. You may have originally thought that a \$10,000 price tag for automating was completely out of the ballpark. Now you realize that you'd recoup that investment inside of two months. Since most experts say that project with a payback period of 12 months or less should be implemented, the idea of automating your documents pretty quickly moves from "that's way too expensive" to "when do we get started?"

F. The Ultimate Knowledge Management Tool:

Document assembly also allows you to take much of what you and your colleagues collectively know about a practice area and perform a "brain dump" into an expert drafting system. For example, assume you have 5 lawyers in your real estate department and they collaborate to build a drafting system for leases. New associate Jim needs to draft a lease in which your firm represents the landlord of a strip mall and the proposed new tenant is a restaurant business. The drafting system could skillfully guide Jim through the process, making sure that he a) is using the latest and best form your firm has prepared; and b) addresses all issues that should be addressed in a lease of this type (strip mall, food service tenant, your firm is representing the landlord, etc.). Review by the partner takes minutes instead of hours because the first draft was so well done, even by a relative rookie. The drafting system ensures that the firm's collective knowledge is utilized in every deal; even though the documents are generated in much less time than the old CP/SR method.

IV. THE CASE FOR WORD PROCESSOR AUTOMATION ("FORMS PLUS")

A. An Excellent Starting Point for Examining Your Work Flow:

Many firms have grown over time with the technology, and certainly few of us have jumped in to full-on technology packages without testing the waters. While there are some firms who will elect to stay with a Forms Plus approach because of their areas of practice, this approach is an excellent testing ground for any further automation in that it starts your analysis process. As you break down a generic pleading template, standardize signature and Certificate of Service and replace core information with "click here and type" instructions, you begin to see the cross purpose use of the core template and how it relates to say, requests for production and answers/replies. Analysis of each of your form/document types and your choices for variable or fill-in-the blank information will help you decide on further information gathering/sharing needs and at a bare minimum help you rethink client/case intake procedures.

B. Initial Hard Expenses:

No matter what road you take in the future, the investment in a Word Processing package is a given. Leveraging as many features as possible keeps the initial costs of software down, and exploration of simple automation options is an educational experience that is not wasted even if you move on to expanded options.

C. Simplicity of Creation:

While WordPerfect and Microsoft Word vary in their arsenal of automation options, from “click here” and “ask” fields in Word to keyboard merges in WordPerfect, the concepts are relatively simple to master and cost not much more than time and investigation. Very small libraries of terms, conditions and optional clauses can be maintained with the aforementioned AutoText/QuickWords and other tools.

D. Quick and Easy Training:

Training on the use of Word Processor forms automation is also an easily assigned task, and when combined with detailed formatting/styling options can yield professional and consistent results.

E. Absolute Flexibility:

Don't like the look of a form? Want to add new clause options? No programmer necessary here. This means that with some basic knowledge you have absolute control over the work product environment.

F. Drawbacks:

- You must have a strong grasp on jurisdictional rules and requirements. No one is going to warn you that the form does not meet the guidelines for court X.
- Updates or changes in rules and regulations mean that you are responsible for a forms library overhaul.
- Though training may be a simple matter, it's in the hands of the firm.
- Changes in core word processor technology are your problem. If a newer version of your favorite program alters, adds, or eliminates a feature, its up to you to re-think your template/forms library.
- Decision based (if/then) logic can be well beyond the native capabilities of the Word Processor without programming knowledge.

V. THE CASE FOR COMMERCIAL DRAFTING SYSTEMS ("CDS")

A. **Benefits of a CDS:**

Assuming a broad range of core document styles or many and varied clause options, CD's offer advantages over a forms-only convention in that they:

- May enable a user to draft extremely sophisticated documents with limited knowledge of the subject area
- Help minimize malpractice risk
- Good ones have an extremely fast "ramp up" time. In other words, you could buy a good CDS, spend a couple of weeks intensively studying the system and subject area, and you're ready to go.
- They can save you a tremendous amount of time compared to compiling template documents yourself.
- When the law changes, many CDSs provide updates so you're always current with the latest developments.
- Some CDSs provide free or fee-based educational seminars where you can learn more about the area of law they address.
- Most have a free demonstration.
- Some have list serves or other ways in which members or subscribers can connect and share information or help one another. This can be extremely valuable.
- Some CDSs are customizable so you can modify the language they produce or add your own forms or templates.
- Technical support.
- Many CDSs work in Word and/or WordPerfect.

B. **Drawbacks of a CDS:**

- They can be very expensive and many require that you pay annually.
- You only get the documents included in the system and it may be difficult or impossible to add additional ones.
- Some may not offer documents for every state.

- In a pure subscription arrangement, you don't own anything. You can't use the language contained in the documents for any other purpose and if you stop paying your annual fee, the system stops working.
- You're often stuck with the language the system provides and it is impossible or difficult to edit it.
- Some CDSs cannot be customized so that the resultant documents come out the way you want without editing. If you can customize the system, it's often difficult to do so.
- Some users of high-end CDSs complain that the system is so complicated that they're very difficult to fully grasp; and it may be impossible for a non-lawyer support staff person to ever figure them out completely.

VI. THE CASE FOR DOCUMENT ASSEMBLY SOFTWARE ("DA")

A. Faster and More Sophisticated Template Development:

Automation options native to Word and WordPerfect are very capable. However, to build sophisticated systems using only the tools within the word processor (Word, in particular) can be exceedingly difficult and slow. For example, I worked with a firm that had a Visual Basic programmer on staff who was working to automate several departments within the law firm using Microsoft Word's native functionality. Once they saw how efficient HotDocs could perform this task at a higher level, they immediately abandoned their Visual Basic coding. According to the gentleman who was doing the programming, he could create templates 3 times as fast using HotDocs (compared to Visual Basic) and had more advanced tools to work with.

B. Data Sharing:

For practice areas which typically require the production of several related documents, the entire set of documents can be automated so they share common information and may be generated simultaneously.

C. Form Consolidation:

For example, let's say an estate planning attorney has 8 different form templates for a revocable trust. The differences between them could be fact pattern variations (for example, one might be a joint trust, one might be a single grantor trust; there may be different templates for a Marital outright, a QTIP or a General Power of Appointment). However, those templates would certainly share a lot of language not least of which was boilerplate text. Document assembly software would allow that lawyer to create a single Revocable Trust template which could produce any of the 8 original varieties based upon how the questions were

answered in the interview. As such, there is only one template to edit and maintain; and if common language is edited once, it automatically affects all possible documents derived from that template.

D. Database Integration and Third Party Program Integration

Another great benefit of document assembly is that most applications can integrate with existing ODBC-compliant databases. For example, HotDocs integrates with Outlook, Access and many other common database programs. HotDocs also links with major case/practice management programs such as Amicus Attorney, TimeMatters, Abacus Law, Practice Master, ProLaw and many others. Even accounting programs like PCLaw offer integration with HotDocs (which isn't surprising since LexisNexis makes both applications). Many of these programs come with included integration features which minimize the effort on your part to make it happen. It is also fairly easy to integrate with your own custom and other out-of-the box databases you may use in your practice.

The most obvious benefit of integration is that you already capture data about clients and matters in your existing practice management software. Using the integration tools and techniques allow you to pass that information along to your automated documents with little effort on your part. In addition, because the data does not need to be reentered the risk of inaccurate or incorrect data is greatly reduced. For example, a classic integration example is taking information entered into the practice management system and automatically generating an engagement letter. Another example is a large firm which does commercial loan work and has created a database which holds all of the pertinent loan information throughout the life of the loan. At any time, with a few mouse clicks, a lawyer will generate any or all (in this case about 30) available documents in a matter of five or six seconds. Before the integration was set up this process could take hours and the loan data was being reentered several times throughout the process.

E. What About PDFs?

If you have PDF forms to complete as part of your document assembly initiative, make sure the program you've chosen can fill in the fields in those documents as well. In the perfect world, you could fill out PDF forms as easily as you generate Word or WordPerfect documents. HotDocs, for one, is capable of this.

F. True Document Assembly Not Always Necessary

In spite of the foregoing, sometimes true document assembly is overkill. For example, if you're only generating documents with simple fill in fields and you don't really need to calculate anything or gather lists or do anything really "fancy," then you can probably get by with the automation tools already present in Word or WordPerfect. Word makes this task a bit more difficult than WordPerfect, but it's a fast, easy alternative for simple, straight-forward drafting.

G. Document Automation on the Web

Many of the document automation programs today provide the ability to deliver automated documents through a web browser. The interview is presented to the user in a web form and the documents are generated on a web server and made available for downloading. This example shows the same interview in the example above but presented through Internet Explorer.

Answer Source Test

Interview Outline

- Client Information
- Client Address Information
- Children Information
- Other Important People Information
- Client Marital Information
- Trust Information
- Testamentary Power Appointment Information
- General Will Information
- Initial Personal Representative Information
- Successor Personal Representative Information
- Execution Information

Client Information

CLIENT INFORMATION:

Client type:

Single Man

Single Woman

Married Couple

Who is this Will for?

Husband

Wife

Check if NOT a US citizen:

Husband

Wife

Who is presumed to predecease the other?

Husband

Wife

HIS NAME:

First name: John Middle name: A. Last name: Doe

Suffix:

Jr.

Sr.

II

III

Other

His nickname: Johnny

HER NAME:

First name: Jane Middle name: M. Last name: Doe

Her nickname: Jane

Navigation: First Previous Next Last Finish

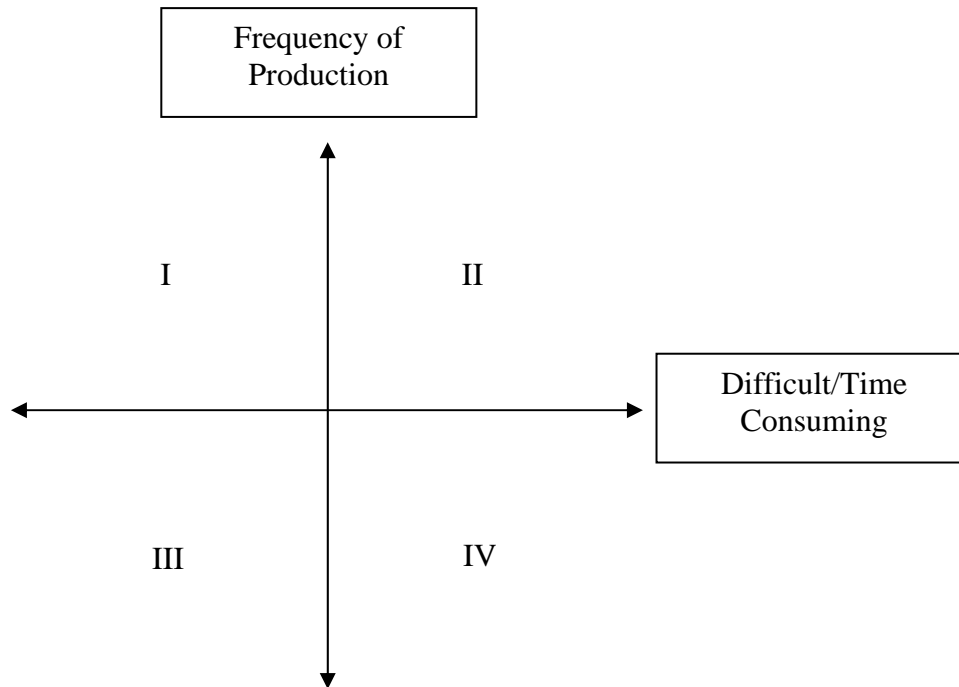
There are very few differences in the look and functionality of the interview. Using web technologies greatly enhances the flexibility of deploying automated document templates and customizing how those templates are used in legal practice.

VII. DOCUMENT ASSEMBLY CONSIDERATIONS

A. How To Determine Documents Suitable for Automation

Draw a graph like the one below and plot your documents. Documents that are plotted in Quadrant I are good ones to start with when learning a document assembly program. You create them frequently, but they're pretty easy. Things like fax cover sheets and enclosed-please-find letters tend to fall within this quadrant. Once you have practice and are a lot better at template development, you can start working on documents plotted in Quadrant II. These are the documents that will really improve your bottom line once they're automated. On

the other hand, documents automated in Quadrants III and IV are probably not worth the effort.



B. Creating the Master Document

When you create a new template, in most cases you'll be basing the template on an existing document you commonly draft. Therefore, it's a good idea to start with a document you feel is the best example of the document for which you're going to create a template. Before creating the template, you'll need to add in all possible optional paragraphs that could occur in that type of document (in the order they could occur) and then "markup" the document. We refer to a document which contains all possible options for a document of that type and which has been marked up as a **Master Document**. This concept is best illustrated with an example. Let's say you're going to make a template for a Promissory Note like the one shown on the following page as **Exhibit 1** on Page 15.

The first step is to identify changeable text. To make them easy to spot when you're automating the template, consider wrapping them with square brackets, and also add notes so you'll know what the options are. For an example, see **Exhibit 2** on Page 16. The next step is to identify optional paragraphs, add in optional paragraphs that aren't included in your base document and state the tests for their inclusion. For an example, see **Exhibit 3** on Page 18.

EXHIBIT 1 - Initial Document
PROMISSORY NOTE

\$55,000.00

August 28, 2003
Columbus, Ohio

FOR VALUE RECEIVED, the undersigned JOHN A. DOE and JANE M. DOE (hereinafter collectively referred to as "PAYOR"), promise to pay to the order of PAUL J. UNGER (hereinafter referred to as "PAYEE"), or holder, at 2001 Neil Avenue, Columbus, OH 43235, or at such other address as the holder hereof may from time to time designate in writing, the principal sum of Fifty Five Thousand and 00/100 Dollars (\$55,000.00) with interest thereon at the rate of eleven percent (11%) per annum, payable in sixty (60) monthly payments of \$1,195.83 commencing on the 1st day of February, 2000, and continuing on the first day of each month thereafter with the entire outstanding balance of interest and principal due and payable on January 31, 2005.

This Note may be prepaid in whole or in part, at anytime, without penalty.

This note is secured by mortgage of even date herewith, executed and delivered by PAYOR, which is a lien on a certain parcel of real estate situated in Franklin County, Ohio, and more fully described in said mortgage.

If any installment of this note is not paid when due and remains unpaid for ten (10) days following the due date, such payment shall be subject to a five percent (5%) late fee. If any monthly installment under this note is not paid when due and remains unpaid for a period of thirty (30) days, the entire principal balance outstanding and accrued interest thereon shall at once be due and payable at the option of the note holder and such outstanding balance shall bear interest at the rate equal to five (5) percentage points higher than the original interest rate or sixteen percent (16%) per annum until paid.

All persons now or hereafter liable for the payment of the principal or interest due on this note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of this note may be extended without releasing or otherwise affecting their liability on this note, or the lien of any mortgage securing this note.

This note was executed in Franklin County, Ohio.

PAYOR

John A. Doe

Jane M. Doe

**EXHIBIT 2 - Markup Phase I
PROMISSORY NOTE**

[\$Note Amount]

[Execution Date - August 28, 2003]
[Execution City], Ohio

FOR VALUE RECEIVED, the undersigned [Payor Name - all caps - could be more than one] (hereinafter [collectively - include if more than 1 Payor] referred to as "PAYOR"), promise[s] to pay to the order of [Payee Name - all caps - could be more than one] (hereinafter [collectively - include if more than 1 Payee] referred to as "PAYEE"), or holder, at [Payee Full Address], or at such other address as the holder hereof may from time to time designate in writing, the principal sum of [Note Amount - in text = Fifty Five Thousand and 00/100 Dollars] (\$[Note Amount]) with interest thereon at the rate of [Note Interest Rate - text - could include hundredths of a percent] percent ([Note Interest Rate]%) per annum, payable in [Note Number of Payments - text] ([Note Number of Payments]) monthly payments of \$[Note Payment Amount] commencing on the [Note Date of First Payment - 1st day of September, 2003], and continuing on the first day of each month thereafter with the entire outstanding balance of interest and principal due and payable on [Note Maturity Date - calculate this].

This Note may be prepaid in whole or in part, at anytime, without penalty.

This note is secured by mortgage of even date herewith, executed and delivered by PAYOR, which is a lien on a certain parcel of real estate situated in [Secured Property County] County, Ohio, and more fully described in said mortgage.

If any installment of this note is not paid when due and remains unpaid for ten (10) days following the due date, such payment shall be subject to a [Note Late Fee - text] percent ([Note Late Fee]%) late fee. If any monthly installment under this note is not paid when due and remains unpaid for a period of thirty (30) days, the entire principal balance outstanding and accrued interest thereon shall at once be due and payable at the option of the note holder and such outstanding balance shall bear interest at the rate equal to [Note Acceleration Interest Penalty - text] ([Note Acceleration Interest Penalty]) percentage points higher than the original interest rate or [Note Accelerated Interest Rate - text - calculate this] percent ([Note Accelerated Interest Rate] %) per annum until paid.

All persons now or hereafter liable for the payment of the principal or interest due on this note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of this note may be extended without releasing or otherwise affecting their liability on this note, or the lien of any mortgage securing this note.

This note was executed in [**Execution County**] County, Ohio.

PAYOR

[Payor Name]

[Payor Name]

**EXHIBIT 3 - Markup Phase II
PROMISSORY NOTE**

[\$[Note Amount]

[Execution Date - August 28, 2003]
[Execution City], Ohio

FOR VALUE RECEIVED, the undersigned [**Payor Name - all caps - could be more than one**] (hereinafter [**collectively - include if more than 1 Payor**] referred to as "PAYOR"), promise[s] to pay to the order of [**Payee Name - all caps - could be more than one**] (hereinafter [**collectively - include if more than 1 Payee**] referred to as "PAYEE"), or holder, at [**Payee Full Address**], or at such other address as the holder hereof may from time to time designate in writing, the principal sum of [**Note Amount - in text = Fifty Five Thousand and 00/100 Dollars**] (\$[Note Amount]) with interest thereon at the rate of [**Note Interest Rate - text - could include hundredths of a percent**] percent ([Note Interest Rate]%) per annum, payable in [**Note Number of Payments - text**] ([Note Number of Payments]) monthly payments of \$[Note Payment Amount] commencing on the [**Note Date of First Payment - 1st day of September, 2003**], and continuing on the first day of each month thereafter with the entire outstanding balance of interest and principal due and payable on [**Note Maturity Date - calculate this**].

ASK: Is there a prepayment penalty? If Y, insert this

{ If this Note is prepaid in whole or in part, in advance of the payment due dates, the PAYOR shall pay a pre-payment penalty to Payee equal to [**Note Prepayment Penalty - text**] Percent ([Note Prepayment Penalty - text]%) of the outstanding balance of the loan as of the date of the prepayment.

Otherwise, this

{ This Note may be prepaid in whole or in part, at anytime, without penalty. This Note may be prepaid in whole or in part, at anytime, without penalty.

End Option

ASK: Is this note secured with real estate?

{ This note is secured by mortgage of even date herewith, executed and delivered by PAYOR, which is a lien on a certain parcel of real estate situated in [**Secured Property County**] County, Ohio, and more fully described in said mortgage.

End Option

If any installment of this note is not paid when due and remains unpaid for ten (10) days following the due date, such payment shall be subject to a [**Note Late Fee - text**] percent ([Note Late Fee]%) late fee. If any monthly installment under this note is not paid when due and remains unpaid for a period of thirty (30) days, the entire principal balance outstanding and

accrued interest thereon shall at once be due and payable at the option of the note holder and such outstanding balance shall bear interest at the rate equal to **[Note Acceleration Interest Penalty - text]** (**[Note Acceleration Interest Penalty]**) percentage points higher than the original interest rate or **[Note Accelerated Interest Rate - text - calculate this]** percent (**[Note Accelerated Interest Rate]** %) per annum until paid.

All persons now or hereafter liable for the payment of the principal or interest due on this note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of this note may be extended without releasing or otherwise affecting their liability on this note, or the lien of any mortgage securing this note.

This note was executed in **[Execution County]** County, Ohio.

PAYOR

[Payor Name]

[Payor Name]

C. **Do it Yourself v. Consultants**

After you've decided you want to implement document automation into your practice, you must decide whether to "do it yourself," hire a document automation consultant or a combination of both. Generally you can save time and money by hiring a consultant. It takes time to become skilled at document automation and your time is valuable to the profitability of your firm. If you bring in a consultant you benefit from the efficiencies and expertise from years of experience in working with firms like yours. Also with a consultant you will have more predictable and controllable costs, the project will likely be completed more quickly, and the cost will be lower. On the other hand, you know your documents better than anyone else and if you are one who likes to get your hands into technology then automating your documents is a great way to do exactly that. Either way it is important to weigh the costs and benefits of both approaches and decide what works best for you.