

Loudon County Probate Court
Lisa Niles, Clerk
12680 Highway 11 West, Suite 3, Lenoir City, TN 37771
Telephone: (865) 986-3505

Probate Matters are by appointment only to ensure adequate time for the specific needs of each individual estate. We apologize if this is an inconvenience, however, we strive for eminence for your Probate needs during this difficult time.

Your appointment is: ____ / ____ /20 ____ at _____ a.m./p.m.

If Loudon County Probate Court is closed due to weather or unforeseen events the day of your appointment, we will contact you to reschedule your appointment as soon as possible.

Probate – Small Estate Affidavit (Jurisdictional Limit of \$50,000 with no real estate)

****Loudon County Probate Court Rules:**

Any Estate in which you only have a "copy" of the Last Will and Testament--not the Original; (or) If the heirs of the Decedent are in conflict with one another, or contesting, etc; (or) If an estate is insolvent (not enough monies in the estate to pay all debts) **YOU MUST BE REPRESENTED BY AN ATTORNEY ONLY**. The Probate Court Clerks cannot proceed with *Pro Se*-(without an attorney) litigants for these matters.

Petitioner, Please bring the following at time of appointment:

- 1. Original Last Will and Testament (not a copy). Please note: the Court will Keep the Original Will and you will be given certified copies back.**
- 2. Copy of Marriage Certificate if there is a surviving spouse.**
- 3. List of all heirs, with their current addresses. If there is a surviving spouse and/or children, a declination may need to be signed, allowing the Petitioner to apply, or all heirs must appear for the appointment. Ask Clerk for the Form, this form is included in the Small Estate packet at no additional charge.**
- 4. List of all assets including all personal property including any bank accounts, stocks, bonds, CD's, insurance policies (Name of Bank or Other, Address, Account Numbers and/or Policy Numbers, Shares, and Balance or Value thereof).**
- 5. List of all debts including funeral expenses if unpaid (Name of creditor, address and balance amount) owed by the deceased.**
- 6. Filing Fee of \$209.50 due at time of appointment. If paying with cash, PLEASE bring exact change. If paying by credit/debit card, an additional 4% fee will be added for processing of the card.**
- 7. No cell phones, purses, handbags, briefcases or like are allowed in the building, per the Loudon County Sheriff's Office. Please leave them locked up in your car.**

Please arrive no later than five (5) minutes before your appointment; and check in at the General Sessions Court Office window upon arrival. If you are unable to keep the appointment, please call at least 24 hours prior (unless an emergency arises) to the scheduled appointment time to cancel or reset. This will allow Probate Court to serve others whom may be waiting for an appointment. Thank you for your cooperation. Contact: Penny Glasgow (Penny.Glasgow@tncourts.gov) at (865) 986-3505 for scheduling of appointments.

TCA 45-2-708. Payment when no executor or administrator qualifies.

(a) (1) Notwithstanding § 30-2-317, where no executor or administrator of a deceased depositor has qualified and given notice of the person's qualifications to the bank, the bank may, in its discretion, and at any time after thirty (30) days from the death of the depositor, pay out of all accounts, maintained with it by the depositor in an individual capacity, all sums that do not exceed ten thousand dollars (\$10,000) in the aggregate:

- (A) To the executor named in any will known to the bank; or
- (B) In the absence of knowledge of a purported will naming a surviving executor to:
 - (i) A creditor for expenses of the funeral;
 - (ii) A creditor for the expenses of the last illness;
 - (iii) The surviving spouse; and
 - (iv) The next of kin.

(2) In the case of conflicting claims, the order of priority shall be that set out in subdivision (a)(1)(B).

(b) The receipt of any guardian, administrator or executor, duly appointed or qualified by the courts of this state, or any other state, acknowledging the payment or transfer of funds, standing in the name of the person whose estate the fiduciary represents, in the form of deposits in banking institutions, shall be a good and sufficient acquittance for payment or transfer and shall constitute a valid defense in favor of the banks against the demands or claims of all parties.

(c) No bank shall be liable for damages, penalty or tax by reason of any payment made pursuant to this section.

TCA 45-2-711 Payment and Negotiation of Check When no estate has been opened or the estate has been closed

a) (1) Notwithstanding § 30-2-317, where no executor or administrator of a deceased depositor has qualified and given notice of the person's qualifications to the bank, or where the qualified executor or administrator of the decedent has been discharged and a check or checks made payable to the decedent is presented to the bank for payment or collection, the bank may in its discretion, and at any time after ninety (90) days from the death of the deceased, negotiate or send for collection and pay out the proceeds of one or more checks made payable to the deceased, whether written or electronic, all sums that do not exceed two thousand five hundred dollars (\$2,500) in the aggregate:

- (A) To the Executor named in any Will known to the bank whether probated or not;
- (B) To any personal representative appointed by the court whether active or discharged; or
- (C) In the absence of knowledge of a purported Will naming a surviving executor or an administrator to the :
 - (i) surviving spouse; or
 - (ii) next of kin.

b) The receipt of any guardian, administrator or executor, duly appointed or qualified by the courts of this state, or any other state, or of any spouse or next of kin acknowledging the negotiation, payment or transfer of funds of a check, standing in the name of the person whose estate the fiduciary represents, shall be a good and sufficient acquittance for payment or transfer and shall constitute a valid defense in favor of the bank against the demands or claims of all parties.

c) The negotiation or payment of a check under this section without an endorsement of the payee or with the endorsement of a person authorized by this section to negotiate the check shall not be a violation of or give rise to any claim under title 47, chapters 3 or 4.

d) No bank shall be liable for damages, penalty or tax by reason of any payment made pursuant to this section.