

**THE  
REAFFIRMATION  
PROJECT  
DEBTOR INFORMATION PACKET**

*sponsored by*



Atlanta  
Legal Aid  
Society

*and*



Bankruptcy Section of the Atlanta Bar Association

### ***What is a Discharge?***

A discharge is an order issued by the bankruptcy court stating that your debts have been forgiven and do not have to be repaid. The discharge only applies to debts that arose before the filing of your bankruptcy case. Certain debts can not be discharged in a chapter 7 or a chapter 13 bankruptcy case. You are not required to reaffirm any debt or sign any agreement regarding a debt that has been or will be discharged in your bankruptcy case.

### ***What is a Reaffirmation Agreement?***

When you file a bankruptcy case, some or all of your debts are discharged and you are no longer legally responsible for paying them back. This gives you a “fresh start.” However, after filing your bankruptcy case, you may want to repay a particular debt or you may be asked by a creditor to pay a debt. If you decide that you want to pay any specific debt that otherwise would be discharged, you may be required to sign a reaffirmation agreement and file it with the court.

Under a reaffirmation agreement, you agree to pay a debt even though you could have eliminated the debt in your bankruptcy case. Reaffirmation agreements are strictly voluntary. When you reaffirm a debt, you continue to be legally responsible for paying it back. This gives the creditor some legal rights. For example, if you have a car loan and miss a payment in the future, the creditor can do any of the following things:

- (1) repossess the car;
- (2) sell the car to someone else; and
- (3) sue you for all the money you still owe on the car (the deficiency balance).

When you reaffirm a debt, that debt is treated as if you never filed a bankruptcy case and such debt is not forgiven. This can have serious financial consequences. Therefore, reaffirmation agreements must not impose an undue burden upon you or your family and must be in your best interest. It is wise to consider all of your options before entering into a reaffirmation agreement.

Attached are (i) Official Form B2400A/B ALT Reaffirmation Agreement, and (ii) Official Forms B2400A and B Reaffirmation Documents. If you wish to reaffirm a debt, you should use one of these two official forms, as well as a reaffirmation agreement cover sheet, a copy of which is also attached to this packet.

### ***Should I Reaffirm a Debt?***

In many cases, you do not need to reaffirm a debt. This will give you the full benefit of a “fresh start” by eliminating your debt. However, you may have special reasons for paying back a particular debt. If this is the case, you may be able to pay it back on a voluntary basis, without signing a reaffirmation agreement. It is a good idea to talk to an attorney to find out what is best for you. You may also find the attached chart helpful.

If you filed your bankruptcy case on or after October 17, 2005, a reaffirmation agreement may be necessary. For example, if you own secured property, such as a car, you must tell the bankruptcy court what you intend to do with it. You have three options:

- (1) keep the car and continue making payments until it is paid off;
- (2) redeem the car by paying it off in a lump-sum payment (this could be less than you owe); or
- (3) return the car to the creditor and owe nothing more.

If you can afford to keep the secured property and continue making payments, it may be necessary to sign a reaffirmation agreement, unless the creditor agrees otherwise. If you decide that you cannot afford to keep the property, you must return it to the creditor. If you decide to return it, the debt will be discharged.

After you file a bankruptcy case, you will receive an appointment to meet with the bankruptcy trustee. This is called the 341(a) hearing or “meeting of the creditors.” After that meeting, you have 30 days to sign a reaffirmation agreement, redeem the secured property or return the secured property to the creditor. If you fail to do one of these things, you may lose important legal rights and the property.

### ***Reaffirmation Hearing***

The bankruptcy judge must approve your reaffirmation agreement if you do not have an attorney or if your attorney will not certify the agreement. You will receive a hearing date to appear before a judge and explain why you want to reaffirm the debt. You must also explain how you can afford to make payments in the future. The judge may ask:

- (1) the reasons why you want to reaffirm the debt,
- (2) whether you understand what you are agreeing to,
- (3) whether you are likely to have the ability to maintain the payments, and
- (4) whether the payments will cause a hardship for you or your family.

If you reaffirm a particular debt and the bankruptcy court approves the reaffirmation agreement, that debt is not discharged in your bankruptcy case. You must make the payments, no matter what hardship this may cause you.

### ***Making Payments***

While your bankruptcy case is pending, you must continue making payments on your debt to avoid losing your secured property. Your creditor may have stopped sending you the monthly bill after you filed your bankruptcy case. If so, contact the creditor immediately to obtain the correct payment information, including the address and payment date. If you do not hear back from the creditor, it is still your responsibility to send payments on time.

### ***Can I Cancel a Reaffirmation Agreement?***

A reaffirmation agreement can be cancelled:

- (1) before the court issues a discharge; or
- (2) within sixty (60) days from the date the reaffirmation agreement is filed with the bankruptcy court.

### ***Free Legal Assistance from Volunteer Attorneys***

If you are unsure about the reaffirmation process or have any questions about your agreement, you can receive free counseling from volunteer attorneys prior to your reaffirmation hearing. Please contact John Mills ([jmills@taylorenghish.com](mailto:jmills@taylorenghish.com)) or Colin Bernardino ([cbernardino@kilpatricktownsend.com](mailto:cbernardino@kilpatricktownsend.com)) to schedule a counseling session via telephone, or Zoom, not later than 5 business days prior to your hearing date.

Please have the following information available to you for the counseling session:

- (1) Bankruptcy Schedules;
- (2) Statement of Financial Affairs;
- (3) the reaffirmation agreement;
- (4) the motion to approve the reaffirmation agreement;
- (5) contracts with the creditor regarding the debt;
- (6) recent monthly bills, statements and/or payment information; and
- (7) recent correspondence from the creditor.

More information regarding reaffirmation and The Reaffirmation Project is available on the website for the United States Bankruptcy Court for the Northern District of Georgia: [www.ganb.uscourts.gov](http://www.ganb.uscourts.gov)

# CONSIDER THIS BEFORE YOU REAFFIRM

## Do you really need it?

Answer this question honestly. You may like that new sofa, the new computer or that TV, but its time to make hard choices and you can't keep everything. Only consider reaffirming debts on things you absolutely need, like your car to go to work.

**IF YES**

Can you get another one for less money? IF SO, DON'T REAFFIRM!

Can you really afford it? (I MEAN REALLY!!) IF NOT, DON'T REAFFIRM!

Has the creditor offered you a "new deal," credit card or anything else to reaffirm?

WEIGH YOUR OPTIONS- LOWER INTEREST RATES AND BETTER PAYMENT TERMS MAY NOT BE THE ANSWER

**You still want to reaffirm?**

## So you still want to keep it.

Can your creditor repossess or take the property if you don't make your payments? Make sure the creditor shows you the paper that says they can take your property. If they can't, DON'T REAFFIRM!

Are you way behind on your payments? If you do not have a real chance to catch up, you will default later and lose your property anyway. DON'T REAFFIRM!

When you owe a lot of money and the creditor is offering to give you new credit or keep your account in good standing, be careful and think:

**ARE THERE CHEAPER WAYS TO GET CREDIT?**

## BEFORE YOU SIGN...

**IF NO,  
GIVE IT BACK!**

- If you decide to reaffirm, you must sign the reaffirmation agreement before you get a discharge.
- Do you understand the agreement? Amount you owe? Payment terms? Are all agreed terms in the document?
- If you don't have an attorney, the bankruptcy court must approve the agreement before it is binding and a creditor can enforce it.
- If you change your mind you can cancel the agreement anytime before your discharge or 60 days after the agreement is filed with the court, whichever comes later. Just tell the creditor (in writing is best), and the agreement is cancelled. This is your right to rescind the agreement.

<input type="checkbox"/> <b>Presumption of Undue Hardship</b> <input type="checkbox"/> <b>No Presumption of Undue Hardship</b> (Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement.)
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**UNITED STATES BANKRUPTCY COURT**

District of \_\_\_\_\_

In re \_\_\_\_\_,  
Debtor

Case No. \_\_\_\_\_  
Chapter \_\_\_\_\_

**REAFFIRMATION AGREEMENT**

*[Indicate all documents included in this filing by checking each applicable box.]*

- |  |   |
|--|---|
| <input type="checkbox"/> Part A: Disclosures, Instructions, and Notice to Debtor (pages 1 - 5) | <input type="checkbox"/> Part D: Debtor's Statement in Support of Reaffirmation Agreement |
| <input type="checkbox"/> Part B: Reaffirmation Agreement                                       | <input type="checkbox"/> Part E: Motion for Court Approval                                |
| <input type="checkbox"/> Part C: Certification by Debtor's Attorney                            |   |

*[Note: Complete Part E only if debtor was not represented by an attorney during the course of negotiating this agreement. Note also: If you complete Part E, you must prepare and file Form 2400C ALT - Order on Reaffirmation Agreement.]*

Name of Creditor: \_\_\_\_\_

- [Check this box if]* Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act

**PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR**

**1. DISCLOSURE STATEMENT**

*Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:*

**SUMMARY OF REAFFIRMATION AGREEMENT**

This Summary is made pursuant to the requirements of the Bankruptcy Code.

**AMOUNT REAFFIRMED**

The amount of debt you have agreed to reaffirm: \$ \_\_\_\_\_

*The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.*

**ANNUAL PERCENTAGE RATE**

*[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]*

a. If the debt is an extension of “credit” under an “open end credit plan,” as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: \_\_\_\_\_%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: \_\_\_\_\_%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
\$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
\$ \_\_\_\_\_ @ \_\_\_\_\_ %.

b. If the debt is an extension of credit other than under than an open end credit plan, the creditor may disclose the annual percentage rate shown in (I) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: \_\_\_\_\_%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: \_\_\_\_\_%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
 \$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
 \$ \_\_\_\_\_ @ \_\_\_\_\_ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor’s goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
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*Optional---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:*

**Repayment Schedule:**

Your first payment in the amount of \$ \_\_\_\_\_ is due on \_\_\_\_\_ (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

— Or —

Your payment schedule will be: \_\_\_\_\_ (number) payments in the amount of \$ \_\_\_\_\_ each, payable (monthly, annually, weekly, etc.) on the \_\_\_\_\_ (day) of each \_\_\_\_\_ ( week, month, etc.), unless altered later by mutual agreement in writing.

— Or —

A reasonably specific description of the debtor’s repayment obligations to the extent known by the creditor or creditor’s representative.

**2. INSTRUCTIONS AND NOTICE TO DEBTOR**



**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).

2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.

3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.

4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.

5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.

6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

## YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

### Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A “lien” is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the property securing the lien if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State’s law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you must make a single payment to the creditor equal to the amount of the allowed secured claim, as agreed by the parties or determined by the court.

**NOTE:** When this disclosure refers to what a creditor “may” do, it does not use the word “may” to give the creditor specific permission. The word “may” is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don’t have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

**PART B: REAFFIRMATION AGREEMENT.**

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

SIGNATURE(S):

Borrower:

Accepted by creditor:

\_\_\_\_\_

\_\_\_\_\_

(Print Name)

(Printed Name of Creditor)

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Address of Creditor)

Date: \_\_\_\_\_

\_\_\_\_\_

(Signature)

Co-borrower, if also reaffirming these debts:

\_\_\_\_\_

\_\_\_\_\_

(Printed Name and Title of Individual Signing for Creditor)

(Print Name)

\_\_\_\_\_

Date of creditor acceptance:

(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_

**PART C: CERTIFICATION BY DEBTOR’S ATTORNEY (IF ANY).**

*[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]*

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

*[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor’s Attorney: \_\_\_\_\_

Signature of Debtor’s Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

**PART D: DEBTOR’S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

*[Read and complete sections 1 and 2, **OR**, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 **and** your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating “Presumption of Undue Hardship.” Otherwise, check the box at the top of page 1 indicating “No Presumption of Undue Hardship”]*

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$\_\_\_\_\_, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$\_\_\_\_\_, leaving \$\_\_\_\_\_ to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: \_\_\_\_\_

\_\_\_\_\_

**(Use an additional page if needed for a full explanation.)**

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: \_\_\_\_\_  
(Debtor)

\_\_\_\_\_  
(Joint Debtor, if any)

Date: \_\_\_\_\_

— Or —

*[If the creditor is a Credit Union and the debtor is represented by an attorney]*

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: \_\_\_\_\_  
(Debtor)

\_\_\_\_\_  
(Joint Debtor, if any)

Date: \_\_\_\_\_

**PART E: MOTION FOR COURT APPROVAL**

*[To be completed and filed only if the debtor is not represented by an attorney during the course of negotiating this agreement.]*

**MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT**

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (*check all applicable boxes*):

- 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)
- 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income)

Signed: \_\_\_\_\_  
(Debtor)

\_\_\_\_\_  
(Joint Debtor, if any)

Date: \_\_\_\_\_

Check one.

**Presumption of Undue Hardship**

**No Presumption of Undue Hardship**

*See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.*

# UNITED STATES BANKRUPTCY COURT

\_\_\_\_\_ District of \_\_\_\_\_

In re \_\_\_\_\_,

*Debtor*

Case No. \_\_\_\_\_

Chapter \_\_\_\_\_

## REAFFIRMATION DOCUMENTS

Name of Creditor: \_\_\_\_\_

Check this box if Creditor is a Credit Union

### PART I. REAFFIRMATION AGREEMENT

**Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.**

A. Brief description of the original agreement being reaffirmed: \_\_\_\_\_

*For example, auto loan*

B. **AMOUNT REAFFIRMED:**     \$ \_\_\_\_\_

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before \_\_\_\_\_, which is the date of the Disclosure Statement portion of this form (Part V).

*See the definition of "Amount Reaffirmed" in Part V, Section C below.*

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is \_\_\_\_\_%.

*See definition of "Annual Percentage Rate" in Part V, Section C below.*

This is a (check one)    Fixed rate

Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

D. Reaffirmation Agreement Repayment Terms *(check and complete one)*:

- \$\_\_\_\_\_ per month for \_\_\_\_\_ months starting on\_\_\_\_\_.
- Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Describe the collateral, if any, securing the debt:

Description: \_\_\_\_\_  
Current Market Value \$\_\_\_\_\_

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

- Yes. What was the purchase price for the collateral? \$\_\_\_\_\_
- No. What was the amount of the original loan? \$\_\_\_\_\_

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due <i>(including fees and costs)</i>	\$_____	\$_____
Annual Percentage Rate	_____%	_____%
Monthly Payment	\$_____	\$_____

H.  Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

\_\_\_\_\_  
\_\_\_\_\_

**PART II. DEBTOR’S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one.  Yes  No

B. Is the creditor a credit union?

Check one.  Yes  No



C. If your answer to EITHER question A. or B. above is “No,” complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions (take-home pay plus any other income) \$\_\_\_\_\_

b. Monthly expenses (including all reaffirmed debts except this one) \$\_\_\_\_\_

c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$\_\_\_\_\_

d. Amount of monthly payment required for this reaffirmed debt \$\_\_\_\_\_

*If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says “Presumption of Undue Hardship.” Otherwise, you must check the box at the top of page one that says “No Presumption of Undue Hardship.”*

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were “Yes,” check the following statement, if applicable:

You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

*Also, check the box at the top of page one that says “No Presumption of Undue Hardship.”*

**PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES**

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor’s Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date \_\_\_\_\_ Signature \_\_\_\_\_  
*Debtor*

Date \_\_\_\_\_ Signature \_\_\_\_\_  
*Joint Debtor, if any*

**Reaffirmation Agreement Terms Accepted by Creditor:**

Creditor \_\_\_\_\_  
*Print Name* *Address*

\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
*Print Name of Representative* *Signature* *Date*

**PART IV. CERTIFICATION BY DEBTOR’S ATTORNEY (IF ANY)**

*To be filed only if the attorney represented the debtor during the course of negotiating this agreement.*

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

*Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.*

Date \_\_\_\_\_ Signature of Debtor’s Attorney \_\_\_\_\_

Print Name of Debtor’s Attorney \_\_\_\_\_

## PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

**Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.**

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

### A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A “lien” is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

**6. When will this Reaffirmation Agreement be effective?****a. If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and**

i. **if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

ii. **if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

**b. If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement**, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

7. **What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor “may” do, it is not giving any creditor permission to do anything. The word “may” is used to tell you what might occur if the law permits the creditor to take the action.

**B. INSTRUCTIONS**

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor’s Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor’s Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 427).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled “Motion for Court Approval of Reaffirmation Agreement” unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form 2400B to do this.*

## C. DEFINITIONS

1. **“Amount Reaffirmed”** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **“Annual Percentage Rate”** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the “stated interest rate”) tells you the full cost of your credit including many of the creditor’s fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **“Credit Union”** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like “Credit Union” or initials like “C.U.” or “F.C.U.” in its name.

**UNITED STATES BANKRUPTCY COURT**  
\_\_\_\_\_ **District of** \_\_\_\_\_

In re \_\_\_\_\_,  
*Debtor*

Case No. \_\_\_\_\_

Chapter \_\_\_\_\_

**MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT**

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of Reaffirmation Agreement, and because  
*(provide any additional relevant reasons the court should consider):*

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions *(check all applicable boxes)*:

11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income, as explained in Part II of Form 2400A, Reaffirmation Documents)

Signed: \_\_\_\_\_  
*(Debtor)*

\_\_\_\_\_  
*(Joint Debtor, if any)*

Date: \_\_\_\_\_

**Fill in this information to identify your case:**

Debtor 1 \_\_\_\_\_  
First Name Middle Name Last Name

Debtor 2 \_\_\_\_\_  
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: \_\_\_\_\_ District of \_\_\_\_\_

Case number \_\_\_\_\_  
 (If known)

**Official Form 427**

**Cover Sheet for Reaffirmation Agreement**

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**Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.**

**Part 1: Explain the Repayment Terms of the Reaffirmation Agreement**

1. **Who is the creditor?** \_\_\_\_\_  
Name of the creditor

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2. **How much is the debt?** On the date that the bankruptcy case is filed \$ \_\_\_\_\_  
 To be paid under the reaffirmation agreement \$ \_\_\_\_\_  
 \$ \_\_\_\_\_ per month for \_\_\_\_\_ months (if fixed interest rate)

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3. **What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)**  
 Before the bankruptcy case was filed \_\_\_\_\_ %  
 Under the reaffirmation agreement \_\_\_\_\_ %  Fixed rate  
 Adjustable rate

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4. **Does collateral secure the debt?**  No  
 Yes. Describe the collateral. \_\_\_\_\_  
 Current market value \$ \_\_\_\_\_

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5. **Does the creditor assert that the debt is nondischargeable?**  No  
 Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.

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6. <b>Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.</b>	<b>Income and expenses reported on Schedules I and J</b>	<b>Income and expenses stated on the reaffirmation agreement</b>
6a. Combined monthly income from line 12 of Schedule I	\$ _____	6e. Monthly income from all sources after payroll deductions \$ _____
6b. Monthly expenses from line 22c of Schedule J	\$ _____	6f. Monthly expenses — \$ _____
6c. Monthly payments on all reaffirmed debts not listed on Schedule J	— \$ _____	6g. Monthly payments on all reaffirmed debts not included in monthly expenses — \$ _____
6d. <b>Scheduled net monthly income</b> \$ _____ Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.		6h. <b>Present net monthly income</b> \$ _____ Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.

Debtor 1

First Name Middle Name Last Name

Case number (if known)

7. Are the income amounts on lines 6a and 6e different?  No  Yes. Explain why they are different and complete line 10.

8. Are the expense amounts on lines 6b and 6f different?  No  Yes. Explain why they are different and complete line 10.

9. Is the net monthly income in line 6h less than 0?  No  Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.

10. Debtor's certification about lines 7-9  
I certify that each explanation on lines 7-9 is true and correct.  
If any answer on lines 7-9 is Yes, the debtor must sign here.  
If all the answers on lines 7-9 are No, go to line 11.

X \_\_\_\_\_ X \_\_\_\_\_  
Signature of Debtor 1 Signature of Debtor 2 (Spouse Only in a Joint Case)

11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?  No  Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement?  
 No  Yes

Part 2: Sign Here

Whoever fills out this form must sign here. I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Cover Sheet for Reaffirmation Agreement.

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature MM / DD / YYYY

\_\_\_\_\_  
Printed Name

Check one:  
 Debtor or Debtor's Attorney  
 Creditor or Creditor's Attorney