

Local Sample Form 4008-1

AGREEMENT TO REAFFIRM

WHEREAS, on the date of filing bankruptcy, _____
_____ [debtor] (hereinafter referred to as "Debtor") was
indebted to _____ [creditor] (hereinafter referred
to as "Creditor") as evidenced by _____
[e.g., a promissory note, security agreement, sales/lease
contract], copies of which are attached, dated _____,
and upon which remains as of _____ an unpaid balance
of \$_____ [secured by ___ personal property, ___ motor
vehicle, and/or ___ real estate].

NOW, THEREFORE, Debtor wishes to reaffirm said debt [and
security agreement]. This new agreement refinances only that
portion of the debt reaffirmed according to the following terms.
Debtor agrees to pay Creditor the sum of \$_____ at ___
% interest per annum from _____, in consecutive monthly
installments of \$_____ beginning _____ and all
subsequent installments on the same day of each consecutive month
until paid in full. Debtor agrees to be bound by all other terms
and conditions of the original loan documents.

Upon payment in full, Creditor shall terminate upon
request any security interest it may have in the property of
Debtor.

Debtor acknowledges [does not acknowledge] [indicate which
is appropriate] that there is a default pursuant to the terms and

conditions of the loan documentation. The debtor and creditor agree that the default shall be cured as follows: [describe]

This Reaffirmation Agreement may be rescinded at any time prior to discharge or within sixty (60) days after it has been filed with the Court, whichever occurs later, by giving written notice of the rescission to Creditor.

In the event Debtor timely rescinds, Debtor is aware that Creditor will keep all payments made and is entitled to certain remedies available, which may include, if there is a default, taking possession of any collateral.

Debtor understands and is aware that this Reaffirmation Agreement is not required under the Bankruptcy Code, under nonbankruptcy law, or under any agreement not in accordance with the provisions of Section 524(c) of the Bankruptcy Code.

Debtor certifies that this Reaffirmation Agreement is purely voluntary, is not an undue hardship and is entered into before the discharge date.

Dated this ____ day of _____, 20__.

Debtor

Creditor

Debtor

DEBTOR'S ATTORNEY'S DECLARATION

The undersigned has represented Debtor during the course of the negotiations of this Reaffirmation Agreement. The undersigned has fully advised the Debtor of the legal effect and consequences of the Reaffirmation Agreement and any default thereunder. The above Reaffirmation Agreement represents a fully informed and voluntary agreement by the Debtor or dependent(s) of the Debtor.

Date

Debtor's Attorney