

REAFFIRMATION AGREEMENT

UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

Debtor's Name

Bankruptcy Case No.
Chapter

Creditor's Name and Address

- Instructions:
- 1) Attach a copy of all court judgments, security agreements and evidence of their perfection.
 - 2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

NOTICE TO DEBTOR

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this

Amount of Monthly Payment \$ _____

Date Payments Start _____

Total Number of Payments to be made _____

Total of Payments if paid according to schedule _____

Date Any Lien Is to Be Released if paid according to schedule _____

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional Terms Agreed to by the Parties (if any):

_____.

Payments on this debt [were] [were not] in default on the date on which this bankruptcy case was filed. This agreement differs from the original agreement with the creditor as follows:

CREDITOR’S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL
(IF ANY)

Description of Collateral. If applicable, list manufacturer, year and model. _____

Value \$ _____

Basis or Source for Valuation _____

Current Location and Use of
Collateral _____

Expected Future Use of Collateral _____

Check Applicable Boxes:

- Any lien described herein is valid and perfected.

- This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of dispute is _____

DEBTOR'S STATEMENT OF
EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My monthly income (take home pay plus any other income received) is \$_____.

My current monthly expenses total \$ _____, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement [will] [will not] impose an undue hardship on me or my dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because _____
_____.

I believe this agreement is in my best interest because _____
_____.

I [considered] [did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because _____

_____.

I [was] [was not] represented by an attorney during negotiations on this agreement.

CERTIFICATION OF ATTACHMENTS

Any documents which created and perfected the security interest or lien [are] [are not] attached. [If documents are not attached: The documents which created and perfected the security interest or lien are not attached because

_____.

SIGNATURES

(Signature of Debtor)

(Name of Creditor)

Date _____

(Signature of Creditor Representative)

(Signature of Joint Debtor)

Date

Date _____

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I certify that 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a 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.

(Signature of Debtor's Attorney, if any)

Date