

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	X	
	X	
In the matter of:	X	
	X	
	X	GENERAL ORDER
Adoption of an Official Reaffirmation	X	
Agreement Form	X	
	X	
_____	X	

By resolution of the Board of Judges for the Southern District of New York, it is resolved that in order to provide debtors and creditors with a clear and concise Reaffirmation Agreement form, all Reaffirmation Agreements filed in the bankruptcy court for the Southern District of New York shall conform substantially to the official Reaffirmation Agreement form annexed hereto.

NOW, THEREFORE, IT IS ORDERED that the annexed official Reaffirmation Agreement form be, and the same is adopted, effective September 1, 1999.

Dated: New York, New York
August 5, 1999

s/ Tina L. Brozman
Tina L. Brozman
Chief Bankruptcy Judge

REAFFIRMATION AGREEMENT

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Debtor's Name	Bankruptcy Case No.
	Chapter
Creditor's Name and Address	

**ATTACH A COPY OF ALL COURT JUDGMENTS, SECURITY AGREEMENTS,
AND EVIDENCE OF THEIR PERFECTION.**

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 agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

**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:

G Any lien described herein is valid and perfected.

G 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)

Date _____

(Name of Creditor)

(Signature of Creditor Representative)

Date _____

(Signature of Joint Debtor)

Date _____

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby declare, under penalty of perjury, after careful inquiry, that to the best of my knowledge, 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