

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH DAKOTA  
Northern Division

In re:	)	Bankr. Case No. 98-10000
	)	Chapter 7
JANE ANNE ANONYMOUS,	)	
Soc. Sec. No. 123-45-6789,	)	REAFFIRMATION AGREEMENT AND
	)	DECLARATION OF ATTORNEY
Debtor.	)	(SECURED DEBT) <sup>1</sup>

1. Debtor Jane Anne Anonymous and Creditor Eighth National Bank agree that Debtor reaffirms the debt she owes to Creditor.<sup>2</sup>

2. This debt is secured by a lien against Debtor's 1975 AMC Gremlin. Debtor and Creditor agree this property is worth \$1,550.00.

3. Debtor agrees to pay Creditor principal of \$1,550.00<sup>3</sup> and interest at the rate of 12% per year. Interest will begin to accrue on September 1, 1998. Debtor will make 36 monthly payments of \$51.50, for a total of \$1,854.00. Debtor's first payment will be due on October 1, 1998.<sup>4</sup> The principal amount does not include any attorney fees or other costs incurred by the Creditor.<sup>5</sup>

4. The parties' original note and security agreement dated April 1, 1997 are:

unchanged.

changed as follows: The amount owed has been reduced to the value of the collateral. The monthly payment has been reduced by \$49.50. The term has been extended 12 months.

**5. This agreement may be rescinded at any time prior to discharge or within 60 days after it is filed with the Court, whichever occurs later, by giving written notice of rescission to Creditor at the address set forth below.**

**6. Reaffirmation of this debt is not required under the Bankruptcy Code, under nonbankruptcy law, or under any agreement not in accordance with the provisions of 11 U.S.C. § 524(c).**

Dated: September 4, 1998

\_\_\_\_\_  
Jane Anne Anonymous

Dated: September 1, 1998

\_\_\_\_\_  
Guy N.A. Greysoot  
Fourth Vice-President  
Eighth National Bank  
P.O. Box "Q"  
Justice, SD 57000-0000  
Tele: 605/555-8888  
Fax: 605/555-8889

**DECLARATION OF ATTORNEY<sup>6</sup>**

I declare under penalty of perjury that I have represented Debtor Jane Anne Anonymous in connection with this agreement, that this agreement represents a fully informed and voluntary agreement by Debtor, that this agreement does not impose an undue hardship on Debtor or a dependent of Debtor, and that I have fully advised Debtor of the legal effect and consequences of this agreement and any default under it.

Dated: September 4, 1998

\_\_\_\_\_  
 Joseph J. Jones, Esq.  
 Counsel for Debtor  
 101 E. Legal Lane  
 Justice, SD 57000-0000  
 Tele: 605/555-5555  
 Fax: 605/555-5556

**COMMITTEE NOTES**

1. If the debt being reaffirmed is unsecured, see Appendix 27. **This form is intended to comply with 11 U.S.C. § 524(c). No representation is made that it complies with nonbankruptcy law regarding the extension of credit, including specifically the Truth in Lending Act, 15 U.S.C. § 1601 et seq.**

2. If the debt being reaffirmed was not listed on the debtor's Statement of Intention, the debtor should file an amended Statement of Intention with the reaffirmation agreement. Refer to Local Bankruptcy Rule 1009-3 for guidance on amending a Statement of Intention.

3. If the principal amount being reaffirmed is greater than the value of the property (per ¶ 2), include an explanation of why the debtor wishes to reaffirm the unsecured balance in a separately numbered paragraph 4 (and renumber ¶¶ 4, 5, and 6), e.g., "Debtor wishes to reaffirm this undersecured debt because her mother has personally guaranteed it (or the debt may be nondischargeable, the creditor will extend the debtor new credit, the debtor wishes to protect a co-debtor, etc.)."

4. Include the principal amount being reaffirmed, the interest rate, the number, frequency, and amount of payments, the total sum to be paid, and the date of the first payment.

5. If the principal amount being reaffirmed includes attorney fees or other costs, the last sentence of ¶ 3 should be changed to: "The principal amount includes attorney fees of \$\_\_\_\_ and costs of \$\_\_\_\_ incurred by Creditor."

6. Omit the Declaration of Attorney if the debtor is not represented by an attorney.