

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**NOTICE  
REAFFIRMATION AGREEMENT - LOCAL FORM**

The Judges of the United States Bankruptcy Court for the District of New Jersey have approved a reaffirmation agreement form as an official local form effective immediately. The reaffirmation agreement form is reprinted below in its entirety and will be available on the court's Web site at [www.njb.uscourts.gov](http://www.njb.uscourts.gov).

James J. Waldron, Clerk  
United States Bankruptcy Court  
Newark, New Jersey

Dated: July 9, 2002

REAFFIRMATION AGREEMENT  
 UNITED STATES BANKRUPTCY COURT  
 FOR THE DISTRICT OF NEW JERSEY

Debtor's Name	Bankruptcy Case No.
	Chapter 7
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:

Under this agreement, you will remain liable to pay this debt. This debt will no longer be included in the debts discharged by your bankruptcy filing.

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 IN WRITING 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 do not have to sign this agreement in order to voluntarily repay this debt. If you choose to voluntarily repay this debt without signing this agreement, and you are later unwilling or unable to pay the full amount of the debt, the creditor will not be able to collect the debt from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a valid 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.)

REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows.

THE DEBT

Total Amount of Debt When Case was Filed	\$ _____
Total Amount of Debt Reaffirmed	\$ _____
Above total includes the following:	
Interest Accrued to Date: _____	\$ _____
Attorney Fees	\$ _____
Late Fees	\$ _____
Other Expenses or Costs Relating to the Collection of this Debt: _____	\$ _____
Credit for payment(s) made	\$ _____ cr
Annual Percentage Rate (APR)	_____ %
Amount of Monthly Payment	\$ _____
Date Payments Start	_____
Total Number of Payments to be made (Estimated)	_____
Total of Payments if paid according to schedule (Estimated)	\$ _____
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 \_\_\_\_\_

If a mortgage, designate position of mortgage (i.e., first, second, etc.) and estimated amount of any other liens \_\_\_\_\_

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 this 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 dependants.

Current Location and Use of Collateral \_\_\_\_\_

Estimated Amount Due on Any Prior Liens \_\_\_\_\_

Expected Future Use of Collateral \_\_\_\_\_

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 hereby 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