

REAFFIRMATION AGREEMENT

UNITED STATES COURT OF BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA

In Re DEBTOR)
) Case No. _____
)
)
)

Creditor's Name and Address: _____

TERMS

Summary of Terms of the Agreement (Exhibit A¹)

- (a) Principal Amount \$
- (b) Interest Rate (APR) %
- (c) Monthly Payments \$
- (d) Date Payments to Commence / / _____

DISCLOSURES

The parties understand that this agreement is entirely voluntary and such agreement is not required under the Bankruptcy Code, State Law, or under any agreement between the parties. The Debtors understand if they reaffirm this obligation, their liability on such obligation will be fully restored and fully enforceable under state law in accordance with its terms.

THE PARTIES FURTHER UNDERSTAND THAT THIS AGREEMENT MAY BE RESCINDED BY THE DEBTORS AT ANY TIME PRIOR TO THE DISCHARGE OR WITHIN **SIXTY (60) DAYS** AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING NOTICE OF RESCISSION TO THE CREDITOR.

The debtors affirm the following to be true and correct:

- 1) I am represented by an attorney in connection with this bankruptcy case.
- 2) My currently monthly income is \$ _____
- 3) My currently monthly expenses total \$ _____

Your payment schedule will be: _____ (number) payments in the amount of \$ _____ each, payable (monthly, annually, weekly, etc.) on the _____ (day) of each _____ (week, month, etc.), unless altered later by mutual agreement in writing.

- 4) I believe this agreement is in my best interests because _____

¹ Incorporated therein the original Chrysler Financial Lease Agreement Attached.

Therefore, we ask the court for an Order approving this Reaffirmation Agreement.

Date

Printed Name of Debtor(s)

Signature of Debtors(s)

Date

Signature of Creditor

CERTIFICATION BY DEBTOR'S ATTORNEY

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

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Date:

Printed Name of Debtor's Attorney: _____

Attorney for the Debtors

FIRM NAME

ADDRESS

CITY, STATE ZIP

TELEPHONE: