UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH DAKOTA

In re:	)	Bankr. Case No. 05-10000
	)	Chapter 7
JANE A. ANONYMOUS,	)	
f/d/b/a Anne's Pottes 'n Pannes,[1]	)	REAFFIRMATION AGREEMENT
	)	WITH EIGHTH NATIONAL BANK[2]
JOHN B. ANONYMOUS,	)	
	)	
Debtors.	)	

Part A: Reaffirmation Disclosure Statement

Before agreeing to reaffirm a debt, review these important disclosures.

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED: $1,550.00

The **Amount Reaffirmed** includes the total amount of debt (principal and any accrued interest) you agree to reaffirm by entering into this agreement plus any related fees and costs that have accrued as of the date of this Reaffirmation Disclosure Statement:

Total Amount of Debt	$1,550.00
Total Fees and Costs	$0.00[3]
AMOUNT REAFFIRMED	$1,550.00

This is the amount of debt you have agreed to reaffirm.

Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

ANNUAL PERCENTAGE RATE: 12.0%[4]

Appendix 41 (cont'd)

Security Interest or Lien in Goods or Property[5]

Your debt is secured by a security interest that has not been waived in whole or in part or determined to be void by a final order of the Bankruptcy Court as of the date of this Reaffirmation Disclosure Statement.

A security interest or lien in the following goods or property is asserted over some or all of the debt(s) you are reaffirming:

ITEMS/TYPES[6]	ORIGINAL AMOUNT OF LOAN[7]
1975 AMC Gremlin	$2,000.00

Repayment Schedule

Your payment schedule will be:

Number	Amount	Due Date
1	$51.50	11/17/2005
2	$51.50	12/17/2005
3	$51.50	01/17/2006
. . .	. . .	. . .
36	$51.50	10/17/2008[8]

Note: When this Reaffirmation Disclosure Statement refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the Bankruptcy Judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).

2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement

and a copy of the completed and signed reaffirmation agreement.

3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must sign the certification in Part C.

4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must complete and sign Part E.

5. The original of this disclosure must be filed with the Bankruptcy Court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.

6. If you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the Bankruptcy Court unless the reaffirmation is presumed to be an undue hardship as explained in Part D.[9]

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, the Bankruptcy Court must hold a hearing on the reaffirmation agreement. The Bankruptcy Court will notify you of the date and time of the hearing by an order setting hearing. <u>You must attend that hearing and answer any questions the Bankruptcy Judge may have regarding your reaffirmation agreement</u>. Your reaffirmation agreement will not be effective unless the Bankruptcy Court determines it is consistent with your best interests and enters an order approving it. A hearing will not be held and the Bankruptcy Court does not have to approve your reaffirmation agreement if it is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, such as your home.

Your right to rescind (cancel) your reaffirmation agreement. You may rescind (cancel) your reaffirmation agreement at any time before the Bankruptcy Court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the Bankruptcy Court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor in writing (*see* Local Bankruptcy Rule 4008-2) that your reaffirmation agreement is rescinded (or canceled).

What are your obligations if you reaffirm the Debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement, which may have changed the terms of the original agreement. For example, if you are reaffirming an open-end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Appendix 41 (cont'd)

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. You should only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the secured property if you do not pay the debt or if you default on the debt. If the lien is on an item of personal property that you claim exempt or that the Trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the Bankruptcy Court.

Part B: Reaffirmation Agreement

We agree to reaffirm the debt arising under the credit agreement described below.

Description of reaffirmation agreement: Debtors agree to pay Eighth National Bank ("Creditor") principal of $1,550.00 and interest at the rate of 12% per year. Interest will begin to accrue on October 17, 2005. Debtors will make 36 monthly payments of $51.50, for a total of $1,854.00. Debtors' first payment will be due on November 17, 2005. Debtors' last payment will be due on October 17, 2008.

Description of any changes to the credit agreement made as a part of this reaffirmation agreement: 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.

_____ _____
(Date) Jane A. Anonymous

_____ _____
(Date) John B. Anonymous

Accepted by Creditor:

_____ _____
(Date) Guy N.A. Greysoot
Eighth National Bank

Appendix 41 (cont'd)

Part C: Certification by Debtor's Attorney (if any)

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by Debtors; (2) this agreement does not impose a hardship on Debtors or any of their dependents; and (3) I have fully advised Debtors of the legal effect and consequences of this agreement and any default under this agreement.[10]

_____ _____

(Date)

Joseph J. Jones, Esq.
101 E. Legal Lane
Justice, SD 57000-0000
jjj@justiceforall.com
Tele: (605) 555-5555
Fax: (605) 555-5556

Part D: Debtor's Statement in Support of Reaffirmation Agreement[11]

1. We believe this reaffirmation agreement will not impose an undue hardship on us or any of our dependents. We can afford to make the payments on the reaffirmed debt because our monthly income (take home pay plus any other income received) is $2,000.00, and our actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total $1,800.00, leaving $200.00 to make the required payments on this reaffirmed debt.[12]

2. We received a copy of the Reaffirmation Disclosure Statement in Part A and a copy of the completed and signed reaffirmation agreement.

_____ _____

(Date) Jane A. Anonymous

_____ _____

(Date) John B. Anonymous

Part E: Motion for Court Approval

(complete and include only if the debtor is not represented by an attorney)[13]

We affirm the following to be true and correct:

We are not represented by an attorney in connection with this reaffirmation agreement.

We believe this reaffirmation agreement is in our best interests based on the income and expenses we have disclosed in Part D (Statement in Support of Reaffirmation Agreement), and because _____.[14]

Therefore, we ask the Bankruptcy Court for an Order approving this reaffirmation agreement.

_____	_____
(Date)	[Debtor's Name] [Debtor's Daytime Telephone Number] [Debtor's E-Mail Address]
_____	_____
(Date)	[Joint Debtor's Name] [Joint Debtor's Daytime Telephone Number] [Joint Debtor's E-Mail Address]

SEE COMMITTEE NOTES ON FOLLOWING PAGES

COMMITTEE NOTES

[1] List all other names used by the debtor(s) in the last six years (as shown on the Clerk's docket).

[2] Use this form to reaffirm either a secured or an unsecured debt in a case filed on or after October 17, 2005. To reaffirm a secured debt in a case filed before October 17, 2005, refer to Appendix 39. To reaffirm an unsecured debt in a case filed before October 17, 2005, refer to Appendix 40.

[3] If the "Total Fees and Costs" are other than $0.00, itemize the fees and costs and provide the total, *e.g.*:

Late Fees	$100.00
Attorney Fees	$150.00
Total Fees and Costs	$250.00

[4] Refer to 11 U.S.C. § 524(k)(3)(E) and (F) for guidance regarding the disclosure of the annual percentage rate.

[5] If the debt is unsecured, state "None."

[6] If the security interest is a purchase money security interest, head this column and list the collateral by "ITEM."

[7] If the security interest is a purchase money security interest, head this column and disclose the "ORIGINAL PURCHASE PRICE."

[8] Alternatively, the Repayment Schedule may state "Your first payment in the amount of $_____ is due on _____, but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable." OR may describe the debtor's repayment obligations with reasonable specificity to the extent then known to the disclosing party.

[9] If the creditor is a credit union, as defined in section 19(b)(1)(A)(iv) of the Federal Reserve Act, ¶ 6 should instead read, "If you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the Bankruptcy Court."

[10] If a presumption of undue hardship has been established with respect to the agreement, and the creditor is a credit union, as defined in section 19(b)(1)(A)(iv) of the Federal Reserve Act, delete the second representation and renumber the third representation. If a presumption of undue hardship has been established, and the creditor is not a credit union, the second representation should read, "in my opinion, the debtor is able to make the agreed payments."

[11] If the debtor is represented by an attorney and the creditor is a credit union, as

defined in section 19(b)(1)(A)(iv) of the Federal Reserve Act, the Statement in Support should instead read, "I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a copy of the completed and signed reaffirmation agreement."

[12] If the debtor's monthly expenses exceed her monthly income, add the following, "I understand that if my monthly income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the Bankruptcy Court. However, this presumption may be overcome if I explain to the satisfaction of the Bankruptcy Court how I can afford to make the payments here: [set forth explanation]."

[13] Do not include Part E unless the debtor is not represented by an attorney.

[14] Provide any additional relevant reasons the Bankruptcy Court should consider (*e.g.*, "I need my car to get to work.").