

**Appendix 4L. Supplement to Reaffirmation Agreement.**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH DAKOTA

In re: ) Bankr. No. 18-10000  
) Chapter 7  
JANE ANNE ANONYMOUS )  
fdba Anne's Pottes 'n Pannes ) DEBTOR'S SUPPLEMENT  
SSN/ITIN xxx-xx-1111 ) TO REAFFIRMATION AGREEMENT  
) WITH COYOTE STATE BANK<sup>1</sup>  
Debtor. )

STATEMENT UNDER 11 U.S.C. § 524(k)

In support of, and as a supplement to, my reaffirmation agreement with Coyote State Bank (doc. 22), I, Debtor Jane Anne Anonymous, hereby state my monthly income and expenses have changed as set forth below since May 11, 2018, when my petition in bankruptcy was filed:

Total Monthly Income, Schedule I <sup>2</sup>	\$ 1,921.00
Adjustments since petition: <sup>3</sup>	
Pay increase effective June 11, 2018	+ 42.00
Union dues increase effective June 1, 2018	- 14.00
Total Present Monthly Income	\$ 1,949.00
Total Monthly Expenses, Schedule J <sup>4</sup>	\$ 1,977.00
Less original payment on debt to be reaffirmed <sup>5</sup>	- 287.44
Adjustments since petition: <sup>6</sup>	
Car payments now completed	- 211.58
Day care starting July 2, 2018	+ 229.00
Difference in reaffirmed debt payment with Auto Loan America <sup>7</sup>	- 91.12
Difference in reaffirmed debt payment with Mortgage Nation United	+ 43.32
Total Present Monthly Expenses	\$ 1,659.18
Net difference	
(Total Present Monthly Income less Total Present Monthly Expenses)	289.82
Less payment on debt reaffirmed per agreement <sup>8</sup>	- 418.51
	< \$ 128.69 > <sup>9</sup>

STATEMENT UNDER 11 U.S.C. § 524(m)  
TO REBUT PRESUMPTION OF UNDUE HARDSHIP

So I can afford to make the payments on the reaffirmed debt with Coyote State Bank, I will reduce my cable television services for a savings of \$40.00 per month,

reduce my food allowance for a savings of \$35.00 per month, and work one extra Saturday per month for an increase in income of \$72.50 per month, giving me \$147.50 more net income per month.

Dated: July 2, 2018.

/s/  
Jane Anne Anonymous  
Debtor

/s/  
Joseph J. Carson, Esq.  
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Justice, SD 57000-0000  
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**SEE COMMITTEE NOTES ON FOLLOWING PAGE.**

## Committee Notes

1. The first part of this supplement sets forth the information necessary for a debtor to comply with 11 U.S.C. § 524(k), regarding differences in a debtor's present income and expenses from those stated in the schedules. The second part sets forth the information necessary for a debtor to overcome any presumption of undue hardship under 11 U.S.C. § 524(m).
2. If the debtor has amended schedule I, use the total from the most recent amended schedule I.
3. If the debtor's income is different than stated on schedule I (or the most recent amended schedule I), set forth the amount and reason for each change. Do not include any changes the debtor plans to make going forward to overcome any presumption of undue hardship.
4. If the debtor has amended schedule J, use the total from the most recent amended schedule J.
5. Use the monthly payment amount of the debt as listed on schedule J or the most recent amended schedule J. Do *not* recognize here any difference there may be between the payment as stated on schedule J and the payment as now stated in the reaffirmation agreement.
6. If the debtor's expenses are different than stated on schedule J (or the most recent amended schedule J), set forth the amount and reason for each change. Exclude any changes regarding any debts being reaffirmed. Do not include any changes the debtor plans to make going forward to overcome any presumption of undue hardship.
7. If the monthly payment on another debt being reaffirmed is different than what was stated on schedule J (or the most recent amended schedule J), list each payment and the amount of the difference (not the full amount of the monthly payment).
8. Use the amount stated in the reaffirmation agreement.
9. The difference between Total Present Monthly Income and Total Present Monthly Expenses should be sufficient to allow the debtor to make the payment on the reaffirmed debt. If it is, put "N/A" under STATEMENT UNDER 11 U.S.C. § 524(m) TO REBUT PRESUMPTION OF UNDUE HARDSHIP. If it is not sufficient, the debtor will need to provide a detailed explanation, under STATEMENT UNDER 11 U.S.C. § 524(m) TO REBUT PRESUMPTION OF UNDUE HARDSHIP, of how the debtor will, going forward, increase his income or reduce his expenses to be able to make the payments on the reaffirmed debt. If the debtor's explanation of how he will make up any shortfall includes a provision that another person is going to help him make the agreed payments or provide other financial support, the debtor shall include with the supplement an affidavit from that person that conforms with Bankr. D.S.D. R. 4008-1(b)(1). If the debtor's written explanation is sufficient and if the debtor's attorney signed the reaffirmation agreement, the Court may approve the reaffirmation agreement without a hearing.