

UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF MARYLAND

7/15/99
99-BK-6

PAUL MANNES
JUDGE

U. S. Courthouse
6500 Cherrywood Lane
Greenbelt, Maryland 20770
(301) 344-8040

July 12, 1999

John K. Rabiej, Chief
Rules Committee Support Office
Administrative Office of
the United States Courts
Washington DC 20544

RE: Director's Form B240
Reaffirmation Agreement

Dear John:

One of my colleagues did some work on the first page of the above-referenced form to clarify and straighten out the grammar.

With best regards.

Sincerely,



PAUL MANNES

cc: Prof. Jeffrey W. Morris
University of Dayton
School of Law
300 College Park
Dayton Ohio 45469-1320

Enclosure

Form B240
3/99

REAFFIRMATION AGREEMENT
UNITED STATES BANKRUPTCY COURT

DISTRICT OF _____

Debtor's Name	Bankruptcy Case No.
	Chapter
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:

This agreement gives up the protection of your bankruptcy discharge for this debt.

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 that the agreement is canceled. It is recommended that you give this notice in writing and retain a copy with your records.

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 are allowed to pay this debt ^{voluntarily} without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt, unless the creditor has a 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.

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COMMITTEE ON RULES OF PRACTICE AND PROCEDURE
OF THE
JUDICIAL CONFERENCE OF THE UNITED STATES
WASHINGTON, D.C. 20544

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August 5, 1999

Honorable Paul Mannes
United States Bankruptcy Court
for the District of Maryland
U.S. Courthouse
6500 Cherrywood Lane
Greenbelt, Maryland 20770

Dear Judge Mannes:

Thank you for your suggestions to amend Bankruptcy Rules 2002(f)(7) and 8014, and Director's Form B240 "Reaffirmation Agreement." Copies of your letters, which you had earlier sent to us, and your colleague's suggested edits to Director's Form B240 "Reaffirmation Agreement" were sent to the chair and reporter of the Advisory Committee on Bankruptcy Rules for their consideration.

We welcome your suggestions and appreciate your interest in the rulemaking process.

Sincerely,



Peter G. McCabe
Secretary

cc: Honorable Adrian G. Duplantier
Professor Alan N. Resnick
Professor Jeffrey W. Morris