COMPLETING THE QUESTIONNAIRE

To enter data into the fields of the questionnaire, follow the steps below.

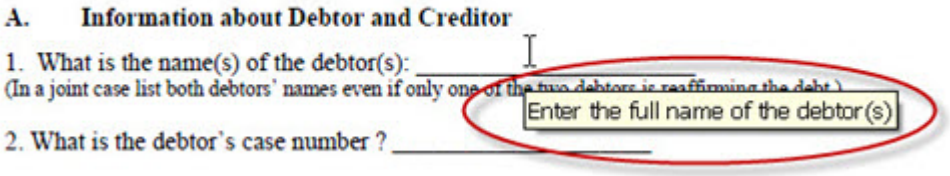
STEP 1 Place your cursor in the first fillable form field and begin typing. NOTE: When hovering over, or in, a fillable field your cursor will change from a "hand" to an "I-beam".

Figure 1 - First Fillable Form Field

TIPS:

- You can go from field to field by pressing the [TAB] key or you can use your cursor to click on a field.
- To go back to a field, press the [TAB] key and the [SHIFT] key simultaneously.
- To check a box, press the [ENTER] key, [SPACE BAR], or use the cursor to click inside the box.
- Hover your cursor over a field to see an explanation, or example, of the information needed in that field

Figure 2- Pop Up Explanation



TIPS FOR EFILING A PACKAGE THAT WAS COMPLETED USING ADOBE READER

As mentioned on the previous page, completing the fields on the Questionnaire will populate all the fields and check boxes in the rest of the document. When all the questions on pages one through four are answered, review the questions on the remaining pages to ensure all the fields are completed.

<u>IMPORTANT: Be sure the correct Presumption of Undue Hardship box is checked on page 3 of the Reaffirmation Documents.</u>

If the debtor completes their portion of the Package using Adobe Reader, they can then email the PDF file and mail the signed hard copy to the creditor's attorney. Upon receipt of the emailed Reaffirmation Package, open the PDF file and save it by clicking the **File** pull-down menu, and clicking **Save**. Only the *Reaffirmation Agreement Cover Sheet* and the *Reaffirmation Documents* must be filed. To delete the Questionnaire from the package, take the following steps:

STEP 1 Click the **Document** pull-down menu in Adobe Acrobat and select **Delete Pages** as shown in Figure 3.

STEP 2 Enter 1 and 6 in the From and To fields of the **Delete Pages** window, as shown in Figure 4. Click OK to delete.

STEP 3 Confirm that page 1 of the Package is now the Reaffirmation Agreement Cover Sheet.

To add hand-signed signature pages to the document, scan the pages containing signatures and save them to your computer. To add those pages to the document take the steps outlined below.

STEP 1 Go to the page in the package you want to replace.

STEP 2 Click the **Document** pull-down menu and select **Replace Pages**, as shown in Figure 5.

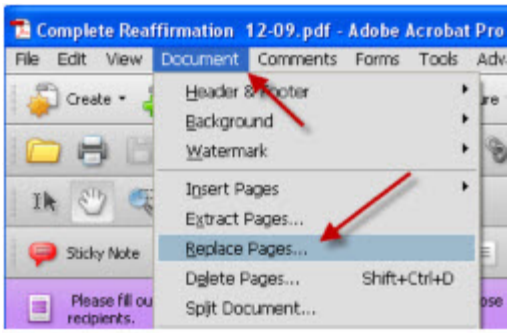


Figure 5 - Document > Replace Pages

STEP 3 The **Select File With New Pages** window will display. Navigate to the file(s) containing the signatures; double-click the file containing the new signature page. See Figure 6.

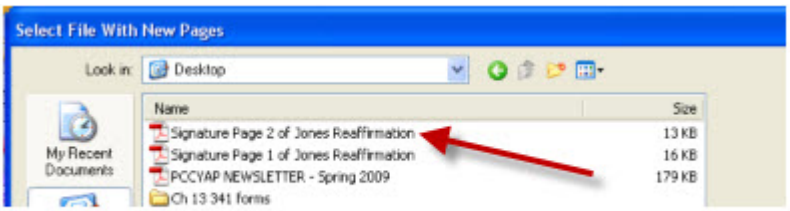


Figure 6 - Select File With New Pages Window

STEP 4 The **Replace Pages** window will display, as shown in Figure 7. Click **OK** to replace the page.

STEP 5 Confirm that the page has been replaced.

NOTE: Repeat the steps above to replace other signature pages as desired. As an alternative to replacing pages, you may upload the signature pages as attachments to the Reaffirmation Agreement during the filing process.

Just prior to electronically filing the Reaffirmation Documents/Cover Sheet, the file must be "flattened" so it is no longer fillable. To do so, click the **File** pull-down menu and select **Print**. Select **Adobe PDF** as the printer and click **OK**. Save the document to your computer ..... and it is ready to file!!!

UNITED STATES BANKRUPTCY COURT
_____Western_____ DISTRICT OF _____Oklahoma_____

Reaffirmation Documents Questionnaire

The answers to the questions below will provide the information that will be entered automatically in the appropriate fields of the Reaffirmation Cover Sheet (Official Form 27) and the Reaffirmation Documents (Form 240A). These forms must be completed and filed with the court before the reaffirmation agreement can be effective.

A. Information about Debtor and Creditor

1. What is the name(s) of the debtor(s): _____
(In a joint case list both debtors' names even if only one of the two debtors is reaffirming the debt.)

2. What is the debtor's case number ? _____

3. Under what chapter of the bankruptcy code is the debtor's case currently pending? _____

4. What is the creditor's name _____

5. Is the creditor a Credit Union? ❑ Yes ❑ NO

(A credit union typically uses words like Credit Union or initials like C.U. or F.C.U. in its name)

6. Did an attorney help debtor negotiate this agreement? ❑ Yes ❑ No

7. If an attorney helped debtor negotiate this agreement, will the attorney sign the certification that the agreement does not impose an undue hardship on debtor or debtor's dependents?

❑ Yes ❑ No

B. Information about the Reaffirmation Agreement

8. Describe the original agreement being reaffirmed (example, auto loan or mortgage):

_____

9. Amount of Debt
   a. Original amount of debt _____
   b. Amount of debt on the date of the bankruptcy _____
   c. Amount to be repaid under reaffirmation agreement _____

10. Annual Percentage Rate

a. What is the Annual Percentage Rate the debtor is agreeing to pay? _____

b. Is the Annual Percentage Rate a fixed rate ❑ or a variable rate ❑ ?

c. Is the Annual Percentage Rate to be paid under the reaffirmation agreement different from the original rate? ❑ Yes ❑ No

d. If the answer to c. is YES, what was the original rate? _____

e. If the Annual Percentage Rate is variable, describe the terms:

11. Credit Terms

a. Are there other credit terms that are part of the reaffirmation agreement? ❑ Yes ❑ No

b. Were these terms part of the credit terms before reaffirmation? ❑ Yes ❑ No

c. Is the creditor agreeing to provide the debtor with future additional credit? ❑ Yes ❑ No

d. If the answer to c. is YES, set forth the interest rate and any other terms that apply to the future credit.

12. Monthly Payment Terms

a. What are the Monthly Payment Terms? _____ months

b. What was the amount of each payment before the reaffirmation? _____

c. What is the amount of each payment under this reaffirmation agreement? _____

d. When does the monthly payment under the reaffirmation agreement start?

_____

13. Collateral securing this debt.

a. Is there collateral securing this debt? ❑ Yes ❑ No

b. If so, briefly describe the collateral _____

and its current market value: _____.

c. Did the debt being reaffirmed arise from the purchase of the collateral? ❑ Yes ❑ No

d. If the answer to c. is YES, what was the purchase price of the collateral?_____

14. Has the creditor claimed that the debt is non-dischargeable? ❑ Yes ❑ No

If the answer is YES, the creditor must attach to the cover sheet a declaration indicating the nature of the debt and the basis for claiming that the debt is nondischargeable.

C. Debtor Financial Information

Bankruptcy Schedule I and J

15. Debtor's total monthly income (from Schedule I, Line 16) _____

16. Debtor's total monthly expenses (from Schedule J, Line 18) _____

17. Total monthly payments on reaffirmed debts not listed on Schedule J _____

Present Financial Information

18. Present monthly income from all sources (after payroll deductions) _____

19. Present monthly expenses (including all reaffirmed debts except this one)_____

20. Total monthly payments on reaffirmed debts (not included in expenses) _____

21. Net monthly income (line 18 minus lines 19 and 20) _____0.00_____
(if this number is less than zero put the answer in brackets)

22. If there is a difference between the monthly income listed on lines 15 and 18, why is there a difference (explain in detail)?

23. If there is a difference between the monthly expenses listed on lines 16 and 19, why is there a difference (explain in detail)?

24. The debtor believes that the reaffirmation agreement will not impose an undue hardship on the debtor or the debtor's dependents because (check one statement):

❑ Debtor's monthly income (line 18) exceeds debtor's monthly expenses (line 19 plus line 20)

❑ Check this box if the answer on Line 21 is less than zero. If the box is checked, explain in detail how the debtor plans to make the payments on the reaffirmed debt.

D. Disclosures and Signatures

Before entering into a reaffirmation agreement the debtor must review the important disclosures, instructions and definitions. *Click here* to review those disclosures.

❑ **Place a check in the box to indicate that the debtor has read the disclosures.**

By answering the questions above both the Reaffirmation Cover Sheet (Official Form B27) and the Reaffirmation Documents (B240) will be completed. The Reaffirmation Documents must be signed by the debtor, the creditor, and, any attorney who represented the debtor in negotiating the agreement and who certifies that the agreement does not impose an undue hardship on debtor. The Reaffirmation Cover Sheet must be signed by the party who provided this information, and, if line 21 and/or 22 above are completed, by the debtor.

B27 (Official Form27) (12/09)

United States Bankruptcy Court

_____Western_____ District Of ____Oklahoma_____

In re _____,
Debtor

Case No. _____
Chapter ____

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name:_____

2. Amount of the debt subject to this reaffirmation agreement:
$_____ on the date of bankruptcy $_____ to be paid under reaffirmation agreement

3. Annual percentage rate of interest: _____% prior to bankruptcy
_____% under reaffirmation agreement (____ Fixed Rate ____ Adjustable Rate)

4. Repayment terms (if fixed rate): $_____ per month for _____ months

5. Collateral, if any, securing the debt: Current market value: $_____
Description: _____

6. Does the creditor assert that the debt is nondischargeable? ___Yes ___ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries		Debtor's Income and Expenses as Stated on Reaffirmation Agreement	
7A. Total monthly income from Schedule I, line 16	$_____	7B. Monthly income from all sources after payroll deductions	$_____
8A. Total monthly expenses from Schedule J, line 18	$_____	8B. Monthly expenses	$_____
9A. Total monthly payments on reaffirmed debts not listed on Schedule J	$_____	9B. Total monthly payments on reaffirmed debts not included in monthly expenses	$_____
		10B. Net monthly income (Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the number in brackets.)	$__0.00__

11. Explain with specificity any difference between the income amounts (7A and 7B):
_____
_____

12. Explain with specificity any difference between the expense amounts (8A and 8B):
_____
_____

If line 11 or12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

_____	_____
Signature of Debtor (only required if line 11 or 12 is completed)	Signature of Joint Debtor (if applicable, and only required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt: _____
_____

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?
_____Yes _____No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?
_____Yes _____No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

_____
Signature

_____
Print/Type Name & Signer's Relation to Case

Check one.
❒ **Presumption of Undue Hardship**
❒ **No Presumption of Undue Hardship**
See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

____Western____ **District of** ___Oklahoma___

In re _____, Case No. _____
Debtor

Chapter _____

REAFFIRMATION DOCUMENTS

Name of Creditor: _____

❒ Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: _____
For example, auto loan

B. ***AMOUNT REAFFIRMED***: $_____

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before _____, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The ***ANNUAL PERCENTAGE RATE*** applicable to the Amount Reaffirmed is _____%.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a *(check one)* ❒ Fixed rate ❒ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

D. Reaffirmation Agreement Repayment Terms *(check and complete one)*:

❒ $_____ per month for _____ months starting on_____.

❒ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount._____
_____
_____
_____

E. Describe the collateral, if any, securing the debt:

Description: _____
Current Market Value $_____

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

❒ Yes. What was the purchase price for the collateral? $_____

❒ No. What was the amount of the original loan? $_____

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due *(including fees and costs)*	$_____	$_____
Annual Percentage Rate	_____%	_____%
Monthly Payment	$_____	$_____

H. ❒ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit: _____
_____

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ❒ Yes ❒ No

B. Is the creditor a credit union?

Check one. ❒ Yes ❒ No

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

   a. Monthly income from all sources after payroll deductions (take-home pay plus any other income) $_____

   b. Monthly expenses (including all reaffirmed debts except this one) $ 0.00

   c. Amount available to pay this reaffirmed debt (subtract b. from a.) $ 0.00

   d. Amount of monthly payment required for this reaffirmed debt $_____

   If the monthly payment on this reaffirmed debt (line d.) ***is greater than*** *the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."*

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

   Check one of the two statements below, if applicable:

   ❒ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

   ❒ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

   _____
   _____
   _____

   Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

❒ You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

(1) I agree to reaffirm the debt described above.

(2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;

(3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;

(4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and

(5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date _____ Signature _____
Debtor

Date _____ Signature _____
Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor _____ _____
Print Name *Address*

_____ _____ _____
Print Name of Representative *Signature* *Date*

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

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.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date _____ Signature of Debtor's Attorney_____

Print Name of Debtor's Attorney _____

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

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, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt 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. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.

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

3. **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. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is 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 collateral, as the parties agree or the court determines.

4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.

5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

6. **When will this Reaffirmation Agreement be effective?**

   a. **If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and**

      i. **if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

      ii. **if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

   b. **If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement**, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

7. **What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.

2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.

3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).

4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).

5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home.* You can use Form B240B to do this.

C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.

2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.

3. "**Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

Click Here to Return to the Questionnaire