

**Information & Instructions: Reaffirmation Agreement For A Previously Existing Debt In A Bankruptcy**

**PREVIEW**

1. Use this agreement when a debtor has agreed to reaffirm a debt owed to a specific creditor.
2. Be sure to advise the debtor that he or she is not required to reaffirm the debt.
3. Discuss the advantages and disadvantages of the reaffirmation technique.
4. Also check the local rules concerning the court's practice regarding approving reaffirmation agreements.

5. This agreed/court filing is based on the assumption that the debtor desires to retain a specific piece of property which is subject to a secured loan.

6. The form assumes that the debtor believes the reaffirmation is in his or her best interest; and that he or she is willing to take the risk that the debt will not be discharged by the debtor's bankruptcy.

**Form: Reaffirmation Agreement For A Previously Existing Debt In A Bankruptcy**

**UNITED STATES BANKRUPTCY COURT**

**FOR THE [NAME] DISTRICT OF TEXAS [NAME] DIVISION**

**In Re**

**Case No. \_\_\_\_\_**

**[Debtor's Name]**

**Chapter \_\_\_\_\_**

**REAFFIRMATION AGREEMENT**

1. [Name], hereinafter referred to as "Debtor", having filed proceedings under Chapter [Number] of the United States Bankruptcy Code on [Date], hereby acknowledges an indebtedness to [Name]

2. The basis for the indebtedness is: [by reason of a Promissory Note dated [Date], payable to [Name] in the amount of [Amount] dollars \$[Amount], accompanied by a

General Purpose Security Agreement of even date herewith, and a validly filed UCC 1

agreement of the future and existing indebtedness, said note being payable in full to

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monthly installments in the amount of \$[Amount] each beginning [Date] with the subsequent payments being due on the same day of each month thereafter, and the balance being paid on or before [Date].]

3. Notwithstanding the above described Note and any discharge under the Bankruptcy Code now or hereafter granted to Debtor, Debtor wishes to retain the above described Note and Security Agreement and agrees to make payments to [Name] in full satisfaction of the above mentioned obligations.

**PLEASE DO NOT COPY**  
**THE DEBTOR UNDERSTANDS AND AGREES THAT IT IS NOT LEGALLY**  
**OBLIGATED TO SIGN THIS REAFFIRMATION AGREEMENT; THAT THIS**  
**REAFFIRMATION AGREEMENT IS MADE VOLUNTARILY BY THE DEBTOR**  
**AND IS SUBJECT TO COURT APPROVAL AND A DISCHARGE HEARING, AS**  
**PROVIDED BY THE UNITED STATES BANKRUPTCY CODE.**

**DEBTOR UNDERSTANDS THAT THIS AGREEMENT MAY BE RESCINDED AT**  
**ANY TIME PRIOR TO THE DISCHARGE OR WITHIN THIRTY (30) DAYS**  
**AFTER THE AGREEMENT IS FILED WITH THE COURT, WHICHEVER**  
**OCCURS LATER, BY GIVING NOTICE OF RESCISSION TO [NAME OF**  
**CREDITOR]. THE DEBTOR ALSO UNDERSTANDS THAT FINAL APPROVAL**  
**OF THIS AGREEMENT WILL REINSTATE THE ABOVE MENTIONED**  
**OBLIGATION, AND THAT IT CANNOT THEREAFTER BE DISCHARGED.**

**THANK YOU**

DEBTOR

APPROVED AS TO FORM AND SUBSTANCE:

[Law Firm's or Attorney's Name]  
Attorney for [Name] **LegalFormsForTexas.Com**

[Address]

[Telephone & facsimile numbers]

Federal Bar no. [Number]

**PREVIEW**

\_\_\_\_\_  
[Creditor]

By: \_\_\_\_\_

[Title]

**PLEASE DO NOT COPY**

**THIS DOCUMENT**

**THANK YOU**

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