

Chapter 7 Rights and Duties

Please read and initial each paragraph. If you are married and filing a joint bankruptcy, both spouses must read and initial each.

1. GENERAL PROVISIONS

1.1 UNDERSTANDING ALL MY RIGHTS AND DUTIES

_____ I am acknowledging that I have read all the following sections and understand them whether they are initialed or not and whether or not I have signed this Bankruptcy Rights and Duties on the last page.

1.2 ONLY ONE SPOUSE INITIALING/SIGNING

_____ If I am the only spouse who has initialed any section of these rights and duties or Attorney Retainer Agreement or signed below, the other spouse fully understands this/these sections and joins with me in my initialing and/or signing and has discussed this with me and fully understands the same.

1.3 LAST RESORT – WORKING WITH CREDITORS, BORROWING MONEY

_____ I understand that Gary Cunha, P.C. has advised me not to file a Chapter 7 if I can work with the creditors or otherwise handle my financial problems.

1.4 CREDIT REPORT

_____ I understand that the filing of a Chapter 7 will reflect as a negative on my credit (even if it increases my credit score) and will appear on my credit report for up to 10 years. The filing will be on my credit report even if my case is dismissed. My credit may be checked for future loans, applications for insurance, and in other instances where credit checks are run.

1.5 PERSONAL DECISION

_____ I understand that the decision to file a Chapter 7 is a personal decision and not merely a legal decision. I have been advised as to the legal consequences and I am making this decision of my own free will. I understand that Gary Cunha, P.C. cannot make this decision for me. I understand that I am filing a form of bankruptcy, and I have never been told otherwise by my attorney or any other staff member.

1.6 EFFECT OF DISMISSAL

_____ I understand that if my case is dismissed that I may not be able to file a Bankruptcy under any Chapter (7, 11, 12, or 13) again for 180 days. Upon such dismissal, all creditors will be free to continue collection efforts for the full, unpaid amount of the debt. Such efforts could include foreclosure, repossession, garnishments, lawsuits, etc. The fact of my filing will continue to be shown on my credit report.

1.7 MILITARY – PAID MONTHLY

_____ I understand that my mid-month pay will cease once I file. Although my monthly salary will not change, I will only be paid once a month, so I must plan my budget accordingly. Army Emergency Relief (AER) loans are generally not available to cover the loss of mid-month pay.

2. PAPERWORK-SCHEDULES

2.1 DEBTS

_____ I know must list **ALL** creditors I owe, even if I am current on my payments or the first payment is not yet due and even if I “don’t want to include them in the bankruptcy.” This includes credit unions, child support, credit cards, disputed debts, co-signed debts, business or personal debts, real estate, taxes, delinquent federal income taxes, homeowners insurance, Veterans Administration or HUD, debts to family members and any other guaranteeing agency on your home loan or student loans. However, I do not have to list a credit card which is paid off with a zero balance.

2.2 SPOUSES & FORMER SPOUSES

_____ I know I must list my spouse, even if he or she is not filing the bankruptcy petition with me, and all former spouses. I understand that I cannot discharge alimony to or maintenance for support of my spouse, former spouses or children or other debts related to family court decisions.

2.3 PROPERTY

_____ I know I must list **all** property, real, personal and/or intellectual, that I own (i.e., houses, rental property, rent-to-own, furniture, stocks, bonds, lawsuits, potential lawsuits against someone else, debts owed to me, jewelry, cars, office equipment, accounts receivable, inherited interest in property, money in credit union accounts, retirement plan benefits, livestock, life insurance cash values, anything of value, etc.). I know I must include all community property even if my spouse does not file with me. Neither my attorney nor anyone on his staff has told me to exclude any of my property. **I know it is a crime to willfully refuse to list all my property.**

2.4 INHERITANCE, LIFE INSURANCE OR PROPERTY SETTLEMENT FROM A DIVORCE

_____ I understand that if it appears that I will, or I do, inherit money, acquire property as a result of a family court order, or become entitled to money as a beneficiary under someone else's life insurance policy or death benefit, within 180 days from the date of filing, or separate from or divorce my spouse and come to additional money or property not shown on my schedules must be amended and I will inform Gary Cunha, P.C. in writing. These assets may be a part of your bankruptcy estate and if they are not exempt they are subject to liquidation by a Chapter 7 Trustee.

3. TRUSTEE

3.1 COOPERATION WITH

_____ I understand that the Trustee is **NOT MY ATTORNEY**. I understand the Chapter 7 Trustee is James Studensky. I understand that the Bankruptcy Code requires me to cooperate with the trustee. My case can be dismissed or a discharge denied if I fail to fully cooperate with the Trustee. The Trustee is allowed to collect my non-exempt property and sell it for the benefit of creditors.

3.2 TRUSTEE FEES

_____ The Chapter 7 Trustee takes a portion of the value of any property surrendered to him.

3.3 U.S. TRUSTEE

_____ The United States trustee oversees Chapter 7 cases and may file a motion to dismiss or convert to Chapter 13 if he believes that I can pay back my creditors in a Chapter 13. I understand that I can be forced to begin a Chapter 13 if the U.S. Trustee files such a motion, or else my Chapter 7 case will be dismissed and I will still owe all of my creditors. If this happens the bankruptcy will still appear on my credit report AND I will still owe my creditors.

4. ATTORNEY

4.1 GARY CUNHA, P.C.

_____ I understand that I have retained Gary Cunha, P.C. to represent me in the bankruptcy and that a lawyer from Gary Cunha, P.C. will represent me as necessary. I realize that I may have spoken with, and may continue to speak with, non-lawyers at the firm who will assist me with non-legal questions.

4.2 REASONABLE COMPENSATION

_____ I understand that Gary Cunha, P.C. is entitled to reasonable compensation for all work performed and if I decide at any point not to continue with this case, there will be a fee charged depending upon the amount of work actually performed.

4.3 DETERMINATION OF ATTORNEY'S FEES

_____ I understand that the attorney's fee is controlled by the Bankruptcy Court. No fees can be charged without disclosure to the court. The amount of the fee will be determined by the amount and type of my debts, and also by the amount of work performed by any attorney, legal assistant, paralegal, or other staff member.

4.4 WHAT FEE DOES NOT COVER

_____ I understand the estimated fee I will be paying the law offices of Gary Cunha, P.C. covers only routine services in the completion of the case. It does **not** include services such as enforcement of criminal matters, warranty claims, child support, defense of debtor in lawsuits, denial to pay by insurance companies, tax advice, contesting tax claims, filing to avoid liens on real estate. It **may not** include services such as Motions for Relief from Stay, Motions to Value Security, Objections to Claims, Reaffirmation Agreements, and other post-petition motions. Court appearances arising out of failure to pay house payments and/or keep motor vehicles or homes insured and/or modifications of my Schedules will incur an additional fee. Gary Cunha, P.C. will provide all services required by the judge's standing order in effect at the time my case is filed.

4.5 REPRESENTATION UPON DISMISSAL OR CONVERSION

_____ I understand that Gary Cunha, P.C. will not represent me as to problems occurring after dismissal or after conversion to another Chapter unless a new fee agreement is entered into *or* unless so ordered by the Court.

4.6 PENDING ACTIONS

_____ I understand that Gary Cunha, P.C. does not represent me as to any actions now pending in any other court or government agency. I must obtain other counsel if I desire to continue such action or proceeding. I understand that if my case is dismissed, such proceedings are reinstated automatically and that Gary Cunha, P.C. will not represent me in those proceedings without a new fee agreement being entered into, but regardless of whom I retain to represent me that I must take immediate steps to retain representation so my legal rights are not lost.

4.7 DISCUSSING MY CASE

_____ I understand that based on the costs involved, Gary Cunha, P.C. will not accept collect calls. I know I must write down any questions I have and fax or email them to my Attorney before calling. I realize that it is not reasonable or practical to speak only with one person from the office of Gary Cunha, P.C.

4.8 LEGAL ASSISTANTS AND NON-LAWYERS

_____ I understand that non-lawyers may be working on my case. These non-lawyers are called "paralegals" or "legal assistants." They may or may not be so certified. I understand that if I insist on speaking to an attorney for non-legal questions, instead of another non-lawyer staff member assigned by Gary Cunha, P.C. to my case, I may be responsible for additional attorney's fees.

5. CREDITORS

5.1 WHAT TO TELL CREDITORS

_____ Once my case is filed (but not before) I am to tell any creditors who contact me I have filed a Chapter 7 Bankruptcy, my case number, and the Court "**Western District of Texas, Waco Division.**" Creditors should cease all contact with me after I provide them that information. If they persist in contacting me, I should document each incident and contact Gary Cunha, P.C. Creditors who contact me after I file may be in violation of the bankruptcy and I may have a right to sue them.

5.2 PAYMENT OF CREDITORS – CHAPTER 7

_____ In a Chapter 7, I understand that if I fail to make regular contractual payments as they become due to my secured creditors, the creditor would be free to foreclose, take possession, or take other collection actions. If I desire to reaffirm a debt (take back the legal obligation to pay it), my payments must remain current to avoid repossession and possible deficiency judgment for the difference between the debt owed and the value of the collateral. I further understand that I must continue to pay all items that are listed in my Schedule J Budget (such as food, insurance, phone, electric, water, etc.).

5.3 AUTOMOBILE INSURANCE

_____ I know at ALL TIMES, I am to keep collision and liability insurance (ie: full coverage) with contractually required deductibles on any vehicle I own that is collateral for any creditor. I further understand that I must keep Texas mandated minimum insurance coverage on any vehicle that I drive, regardless of whether or not the vehicle is used as collateral. *I understand that single interest coverage purchased by the creditor is NOT sufficient.* I understand that failure to maintain such insurance may cause the Court to allow the creditor to repossess the collateral. I also understand that in the event my vehicle is not covered by insurance during my case and the vehicle is damaged and/or destroyed that I may still be responsible to the creditor for all payments on the vehicle. I understand that a creditor filing a court action for failure to maintain insurance may result in additional attorney’s fees to cover the additional work involved due to my failure to maintain insurance. I understand it is the law that I maintain liability insurance on my vehicles even if they are not collateral for a loan.

5.4 TAX REFUNDS

_____ I understand if I owe the Internal Revenue Service or any other taxing authority, and I am due a tax refund, the taxing authority may be entitled to offset my refund against what I owe them. I understand that in a Chapter 7 case, *unless* it is exempt, the Trustee may be allowed to keep my tax refund(s) or any amount I am owed by the IRS to the date of the filing of my bankruptcy case. I also understand that if I get behind on my child support, the IRS may be able to keep my refund.

5.5 FILING TAX RETURNS

_____ I realize I should file any old (unfiled) tax returns (until I receive a discharge in my Chapter 7) with the bankruptcy special procedures IRS at:

IRS
PO Box 7346
Philadelphia, PA 19101-7346

5.6 FHA SUBSIDIZED HOUSING

_____ I understand that if I am getting help in the form of reduced payments, co-payments by the government, or guaranteed payments on my housing, the amount I pay for housing will depend upon the rules of the government agency. My payments may go up if my family income exceeds the limitation imposed by the government agency or if I fail to send in to the agency all required paperwork.

5.7 SECURED DEBTS

_____ I understand it is a criminal offense to hide, sell, or give away property that is secured by a loan or debt. I understand I have the options of reaffirmation, redemption, or surrender as to my secured debts and I understand what each of those choices means (defined at bottom of this document). The choice of “pay without reaffirming” may or may not be offered by the creditor.

5.8 KEEPING CREDIT CARDS

_____ I understand that some or all of my credit cards with zero balances may be canceled by the creditor even if I do not list the account. Some creditors may allow me to keep credit with them after I file bankruptcy.

6. CHAPTER 7 – OTHER MATTERS

6.1 CRIMINAL MATTERS

_____ I understand a Chapter 7 will not protect me as to criminal prosecutions, fines, orders of restitution, probation revocation, hot checks, DWI fines, municipal court fines, theft, welfare fraud, fraud in receiving government benefits, VA, school loans, disability benefits, unemployment benefits, social security benefits, or charges resulting from failure to have automobile liability insurance, etc. I understand that Gary Cunha, P.C. does not represent me as to any aspect of the criminal charges that have or may be brought against me.

6.2 CHILD SUPPORT & ALIMONY

_____ I understand that I must continue to make such payments, and could face state court proceedings if I fail to maintain such payments. I understand the state and/or federal government will be allowed to take my tax refunds each year if I fail to pay my child support. ***I further realize that even my EXEMPT property, INCLUDING MY HOMESTEAD, may be seized to pay back child support in bankruptcy.***

6.3 DIVORCE

_____ I understand that if I am married and filing jointly that Gary Cunha, P.C. may not represent one spouse against the other (i.e. divorce, separate maintenance, separating payments, seeing to it that one party makes payments, what I can make my spouse do or not do, etc.) and by law Gary Cunha, P.C. may have to withdraw from representing us.

6.4 CO-DEBTORS

_____ I understand that Chapter 7 does NOT protect ANY co-debtors (other than spouse filing jointly with you).

6.5 DEBTS NOT IN MY NAME

_____ I understand that bankruptcy does not cover debts that are not in my name and on which I am not liable to the creditor (i.e. if I have charged on someone else's account; debts incurred solely in a business name; if I have assumed someone else's debt without the creditor's permission in writing.)

6.6 UTILITY BILLS

_____ I know I am to remain current on my utility bills or the utility companies may turn off my utilities. I understand that I may have to pay a new deposit on all utility debts if I want to continue my service. I understand that if Gary Cunha, P.C. handles problems with utility bills incurred after the filing of my bankruptcy there will be an additional charge.

6.7 POST PETITION DEBTS

_____ I understand that Chapter 7 will not protect me as to debts (including taxes and child support) arising after my filing, and that the creditor may be allowed to exercise all collection efforts including a lawsuit, garnishment, phone calls, and repossessions. This includes repairs done on motor vehicles. I understand I must pay for such repairs before I can get the vehicle back in my possession. To discuss these post-petition debts with Gary Cunha, P.C., there will be an additional consultation charge to discuss the problem.

6.8 SURRENDERED PROPERTY

_____ I understand that if I am to surrender property to a creditor I will be responsible for loss or damage to the property. If I have stated that I intend to surrender certain property, I understand the creditor may then be able to repossess such item(s) without further notice. I have been advised by Gary Cunha, P.C. that the decision to keep secured property is a personal choice.

6.9 NON-EXEMPT PROPERTY

_____ I understand that not all the property I own may be exempt. I have revealed all the property I own, or in which I have any kind of interest, to my attorney and he has informed me what is exempt and what is not exempt. I further understand that under the Texas State exemptions, cash (or its equivalent) is not exempt. Therefore, I understand that any tax refund being held by the government is subject to the Trustee's seizure, and I understand that any funds in any financial institution (banks) or held by another person or entity, including myself, **on the date of filing my Chapter 7 or the date of conversion from a Chapter 13 to a Chapter 7, even if I have checks drawn on any or all of these funds**, may not be exempt and may be seized by the trustee and/or by the bank if I owe money to the bank. I acknowledge that my attorney has advised me to operate on a cash basis and to not have more than a minimum balance (such as \$10.00 or less) in any financial institution (bank account) or held by other entity, including myself. I further understand that if I choose Federal Exemptions and I have more equity in my home than the exemption, the Trustee may have the option of selling my home and giving me cash for the exemption. I further understand the U.S. Supreme Court has made recent rulings which have confused what is actually "exempt" property.

6.10 CASH COLLATERAL

_____ I understand that if I have funds in a financial institution (bank) at which I also have a loan, these funds may be collateral for the loan and subject to seizure (set-off) by the bank. Therefore, if the institution allows, I understand that my attorney recommends that I remove all such funds before filing a bankruptcy petition and to not put any more funds (including direct deposit) in any such institution while my bankruptcy is pending because these deposits could be frozen and ultimately seized by the institution.

6.11 ATTENDING MEETING OF CREDITORS

_____ I understand that BOTH spouses must attend the "Meeting of Creditors" (341(a) meeting) unless I otherwise receive express written instructions from my attorney. If either does not attend, I understand that the Court may not allow me to reschedule which will probably result in my case being dismissed, and I will not receive a discharge. I further understand that if I do not receive a notice of when this meeting is to be held within 20 days of the date my bankruptcy case is filed, I will call my attorney's office at 254-752-4279 to get a copy of this notice. If I move between the time I file my case and I receive notice, I understand that I am responsible to make sure my mail is forwarded to the new address AND I must give my new address and phone number to my attorney and the Trustee's office. I further understand that if I convert to another Chapter of the Bankruptcy Code, I must attend a new "Meeting of Creditors" and all of the above statements apply again.

6.12 NEW ADDRESS AND PHONE NUMBER

_____ I understand that if I change my address, phone number (home, work, cellular, or pager), or email I must contact my attorney **within 24 hours** and provide Gary Cunha, P.C. my new information. I will phone AND send the information in writing as well.

7. WHAT IS A CHAPTER 7?

7.1 FORM OF BANKRUPTCY

_____ I understand that I am filing a form of bankruptcy and it is filed in the United States Bankruptcy Court for the Western District of Texas, Waco Division.

7.2 JOINT FILINGS

_____ I know that if I am married I can file separately or jointly. I know I do not have to join in with my spouse if I do not desire to do so, but the non-filing spouse cannot later join my case after the case is filed. I know that if we file a joint case, that the case may only be able to continue as a joint case and one of the parties may not be able to be deleted from the case unless the entire case is dismissed. I further realize that if my spouse and I have joint debts and do not file together, the creditor may pursue the non-joining spouse to collect the debt.

7.3 CHAPTER 7 vs. 11 vs. 12 vs. 13

_____ I know I have the right to file a Chapter 7 (unless I have filed another Chapter 7 in the last eight years; or I have filed another Chapter 13 in the last six years which paid less than 70% to unsecured creditors) or I can file a Chapter 13 (unless I am a stockbroker; have over \$307,675* in unsecured debt; have over \$922,975* in secured debt; or have completed another Chapter 13 in the last two years; or have filed a Chapter 7, 11, or 12 bankruptcy within 4 years.) I cannot file any bankruptcy if I have had a case dismissed “with prejudice” and the prejudice time has not run. The differences between all the forms of Bankruptcy (Chapter 7, 11, 12, and 13) have been explained to me. A Chapter 7 is a liquidation where my dischargeable unsecured debts are discharged, a Chapter 11 is a business reorganization, a Chapter 12 is a family farmer/fisherman debt repayment plan, and a Chapter 13 is a debt consolidation and repayment plan.

* dollar amounts are adjusted periodically to keep up with inflation and may be different than what is listed

7.4 FIRST MEETINGS

_____ In a Chapter 7 case, I know I must attend a first meeting of creditors or my case will be dismissed. Failure to attend any required meeting may result in my case being dismissed. I know if I am filing jointly with my spouse that we both must attend all Court dates. If my case is dismissed, I may not be allowed to re-file for 180 days.

7.5 OBJECTION HEARING

_____ I understand that if a creditor objects to my case that I will have to attend an objection hearing. I understand that if I fail to attend, my case may be dismissed.

7.6 COURT HEARINGS

_____ I understand that if I fail to attend any hearing ordered by the Court that my case may be dismissed and the creditors will be allowed to proceed against me and my property. I understand I may not be allowed to re-file any type of bankruptcy for 180 days. I understand 180 days is time allowed for my creditors to start and finish any foreclosures, repossessions, garnishments, etc. I should always attend a hearing unless specifically excused by the Court. I also understand that I may have several hearings and that being excused from one or more hearings does not excuse me from the other hearings. When in doubt I will contact my attorney to verify when I have court.

7.7 CHANGE OF ADDRESS AND OTHER CHANGES

_____ I understand that I will be notified by mail of all hearings and other important matters concerning my case and that I must keep Gary Cunha, P.C. and the Trustee in my case informed of any address change. I understand that some urgent matters may arise where Gary Cunha, P.C. may need to contact me immediately by telephone, so I must provide Gary Cunha, P.C. at least two phone numbers where I can be reached AND I need to contact Gary Cunha, P.C. immediately if one of those phone numbers changes. I realize that I must also notify Gary Cunha, P.C. if I change employment or my income changes by more than 10%.

7.8 CREDIT COUNSELING

_____ I understand that I must complete credit counseling BOTH before filing bankruptcy and again a separate class on financial management after I file my case but no later than 45 days after my first scheduled 341 meeting or my discharge may be denied or revoked. I understand that Gary Cunha P.C. recommends I take the post-bankruptcy class within the first 30 days after my case is filed to avoid any time problems. If my case is closed without a discharge due to not taking the class, there is a substantial fee to re-open the bankruptcy case and the judge could still deny me a discharge.

7.9 DISCHARGE – CHAPTER 7

_____ I understand that a discharge in a Chapter 7 will not discharge (get rid of) the following types of debts:

- a) Taxes and debts incurred to pay them.
- b) Money, property, services, extension, renewed, or refinancing of credit obtained by:
 - i. false pretenses, false representation, or actual fraud
 - ii. written statements, that were materially false, as to my financial condition, upon which the creditor reasonably relied and by which I intended to deceive.
- c) \$550.00* for luxury goods or services within 90 days of petition or cash advances of \$825.00* on or within 70 days of the filing of the petition. (* aggregate amounts, subject to change due to inflation)
- d) Non-listed or scheduled debts with insufficient addresses.
- e) Fraud, embezzlement, or larceny.
- f) Child support, alimony, maintenance, and other family court debts.
- g) Student loans.
- h) Judgments related to items a-g above.
- i) Debt that has been determined to be non-dischargeable in another case.
- j) Criminal fines.
- k) death or injury caused by my operating a motor vehicle under the influence.
- l) my willful or malicious injury to another or his property.
- m) fine, penalty, or forfeiture to a governmental entity.
- n) homeowners association fees.
- o) fees charged to prisoners for filing documents.
- p) money owed to retirement accounts and pensions.
- q) federal securities violations.

7.10 DENIAL OF DISCHARGE – CHAPTER 7

_____ I know will not be granted in a Chapter 7 if I do or have done the following:

- a) Shown intent to hinder, delay, or defraud a creditor or the Trustee, or transferred, removed, destroyed, mutilated, concealed, or permitted these things to happen to property within one year of the filing of my Chapter 7 or after.
- b) Concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information dealing with my financial condition or transaction.
- c) Knowingly and fraudulently made a false oath, or presented or used a false claim, or withheld from an officer of the estate any recorded information, or gave, offered, received, or attempted to obtain money, property, or advantage, or a promise of money or advantage for acting or forbearing to act.
- d) Failed to explain satisfactorily all loss of assets or deficiency of assets to meet my liabilities.
- e) Refused to obey any lawful order of the court.
- f) Committed any of the foregoing acts within one year of filing this or in connection with another bankruptcy case.
- g) Have been granted a discharge in a case filed under Chapter 12 or Chapter 13 within 6 years, or Chapter 7 or 11 within 8 years of this Chapter 7 petition unless Chapter 12/13 payments were at least 70% of unsecured claims and was my best effort.

7.11 SUIT ON DISCHARGED DEBTS

_____ I know that if I am granted a discharge under Chapter 7 and a creditor files a suit against me for a discharged debt, **I must raise this as a defense** within the proper legal time or I may lose this defense and the creditor may proceed against me to collect the debt. I understand that this defense is my responsibility and that Gary Cunha, P.C. is under no obligation to defend me in the Court that the action was brought in (however, since the creditor is breaking the law, we may be able to sue them). Because of this, I know I am to keep a copy of my Discharge, because my file at Gary Cunha, P.C. will be placed in storage and will not be readily available and there will be a service charge to retrieve copies of my file if my file is available at all. I know after five years Gary Cunha, P.C. will destroy my file.

7.12 PRESUMPTION OF ABUSE

_____ Part of bankruptcy reform involves a new presumption of abuse test. If my income is above the state median, or I can pay back between \$6,000 and \$10,000 (or more) (up to 25% of my unsecured debt) of my unsecured debts

over a five year period, then I am presumed to abuse Chapter 7 and could be forced to convert to Chapter 13 or have my case dismissed.

8. COPIES

8.1 THIS DOCUMENT

_____ I understand that I should keep a copy of this document and it is my responsibility to make a copy. I should sign this original and return it to Gary Cunha, P.C. at or before my signing appointment. I understand that if I ask the Gary Cunha, P.C. I must pay \$0.25 per page for photocopies.

9. DEFINITIONS

Reaffirm/Reaffirmation means to sign a legal document, that in lay terms, makes the debt the same as if you did not file bankruptcy on that particular debt. In other words, you would be agreeing to pay the debt and would be liable for the debt the same as if you had not filed bankruptcy, including being subject to all legal collection activity if you fail to make payments.

Redeem/Redemption means to agree to pay a secured creditor a lump sum (usually the fair market value of collateral) in exchange for the title and/or release of lien.

Surrender means to give back the collateral securing a debt in exchange for not owing any money on the debt.

Though it is not legally an option, some creditors will let you “continue paying without reaffirming,” which is the best choice for you in regard to secured debts in most instances. It means that if you continue to make payments, and the creditor agrees to accept those payments, then you may keep the property you are paying for. But if you ever change your mind, you can give back the property and not owe anything. It is kind of like a revocable reaffirmation.

I DO HEREBY STATE THAT I HAVE READ THE FOREGOING RIGHTS AND DUTIES AND MY QUESTIONS HAVE BEEN ANSWERED BY GARY CUNHA, P.C.

Date: _____

Signature(s): _____ Print _____

_____ Print _____