

Form B240  
3/99

REAFFIRMATION AGREEMENT  
UNITED STATES BANKRUPTCY COURT  
Ohio Northern District ~ CANTON

FILED  
04 SEP 13 PM 12:58  
CLERK OF BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
CANTON

JOHN S ROBY

Bankruptcy Case No. 04613 65  
Chapter 7  
Account Number: 100001410011179229  
(000000010213381)

Bank One, Wisconsin  
WII-4030, P.O. Box 3155  
Milwaukee, WI 53201-3155

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.**

**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 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.**

**This agreement is not valid or binding unless it is filed with clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)**

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows.

THE DEBT

Total Amount of Debt When Case was Filed	<u>\$20,876.38</u>
Total Amount of Debt Reaffirmed	<u>\$20,876.38</u>
Above total includes the following minus credits:	
Interest Accrued to Date of Agreement	<u>\$6.42</u>
Fees	<u>\$000</u>
Credits	
Interest Rate	<u>3.75**</u>
Amount of M mthly Payment	<u>\$100.00**</u>
Date Payments Start	<u>Contractual Due Date</u>
Total Number of Payments to be made	<u>**</u>
Total of Payments if paid according to schedule	<u>**</u>
Date Any Lien Is to Be Released if paid according to schedule	<u>***</u>

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional Terms Agreed to by the Parties (if any):

\*\* Subject to agreement modification, please refer to the original terms of the contract.

Payments on this debt were NOT in default on the date in which the bankruptcy was filed.

This agreement differs from the original agreement with the creditor as follows:

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (IF ANY)

Value \$ NA

Basis or Source for Valuation NA

Current Location and Use of Collateral 555 FOREST HILL RD. MANSFIELD. OH 44907

Expected Future Use of Collateral NA

Check Applicable Boxes:

Any lien described herein is valid and perfected.

This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 5.13 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of dispute is

DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My Monthly Income (take home pay plus any other income received is \$ \_\_\_\_\_

My current monthly expenses total \$ \_\_\_\_\_, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement [will] [will not] impose an undue hardship on me or my dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because \_\_\_\_\_

I believe this agreement is in my best interest because.

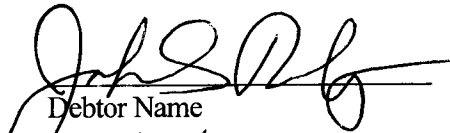
I [considered] [did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C § 722). I chose not to redeem because \_\_\_\_\_

I ~~(was)~~ represented by an attorney during negotiations on this agreement.

CERTIFICATION OF ATTACHMENTS

Any documents which created and perfected the security interest or lien are attached. *[If documents are not attached:* The documents which created and perfected the security interest or lien are not attached because \_\_\_\_\_.]


SIGNATURES

  
Debtor Name  
8/11/04  
Date

\_\_\_\_\_  
Debtor Name


\_\_\_\_\_  
Date

Bank One

  
(Signature of Creditor Representative)  
8/31/04  
Date

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a 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.

  
\_\_\_\_\_  
William T. Bodoh, Attorney at Law  
Aug 9, 2004  
Date