

IT IS SO ORDERED.

Dated: March 9, 2015  
03:42:32 PM

  
*Kay Woods*  
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Kay Woods  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO

IN RE:

GARY LEE MORRISON and  
ROSE ANN MORRISON,

Debtors.

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CASE NUMBER 12-42188

CHAPTER 7

HONORABLE KAY WOODS

\*\*\*\*\*  
ORDER DENYING MOTION TO REOPEN CHAPTER 7 CASE  
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This cause is before the Court on Motion to Reopen Chapter 7 Case (Doc. 26) filed on February 27, 2015 by Debtors Gary Lee Morrison and Rose Ann Morrison. The Debtors request the Court to reopen this case, vacate their previously issued discharge and extend the time within which the Debtors can file a reaffirmation agreement with regard to financing their residence.

The Debtors filed a voluntary chapter 7 petition on September 10, 2012. They listed their address as 13695 Benton Road, Salem, Ohio 44460 ("Residence"). On January 7, 2013, a

reaffirmation agreement (Doc. 22) by and between the Debtors and JPMorgan Chase Bank, N.A. for the Residence was filed. The Court entered Discharge of Debtor in a Chapter 7 Case (Doc. 23) on January 18, 2013.

There is no basis for the Court to reopen this case and vacate the Debtors' discharge. Doing so would not provide the Debtors with additional time in which to file a reaffirmation agreement. Section 524(c) provides that a reaffirmation agreement is enforceable "only if- (1) such agreement was made before the granting of the discharge under section 727 . . . ." 11 U.S.C. § 524(c) (2015). In this case, the Debtors' discharge has previously been granted. Vacating the discharge does not "undo" the prior grant.

This request is puzzling since the Debtors and JPMorgan Chase Bank, N.A. have already entered into a reaffirmation agreement regarding the Residence. To the extent the Debtors wish to refinance the debt that has been reaffirmed, they may do so without reopening their chapter 7 case.

The Debtors' Schedule D lists two mortgages, both in the name of "Chase." Even if the reaffirmation agreement at Doc. 22 only covers one of the two mortgages, it is too late for the Debtors to enter into an additional reaffirmation agreement.

Since reopening this chapter 7 case would serve no purpose,  
the Court hereby denies the Motion to Reopen Chapter 7 Case.

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