

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In re:) Case No. 03-16580
)
RONALD LOWE,) Chapter 7
)
Debtor.)
) Judge Arthur I. Harris

ORDER FINDING
REAFFIRMATION AGREEMENT (DOCKET #6) UNENFORCEABLE

On August 28, 2003, a reaffirmation agreement between Ronald Lowe (Debtor) and St. Monica/St. Martin Federal Credit Union (St. Monica) was filed (Docket #6). The reaffirmation agreement was signed by the Debtor on August 22, 2003, but was not signed by anyone representing St. Monica. Debtor filed this case on May 20, 2003, and the order of discharge was entered on August 26, 2003 (Docket # 5).

One of the requirements for a reaffirmation agreement to be enforceable is that it must be made before the granting of the discharge under section 727. *See* 11 U.S.C. § 524(c)(1). The reaffirmation agreement here is unenforceable because there is no evidence that it was executed by both parties before the discharge on August 26, 2003.¹

¹*Cf.* Form B240 (copy attached) promulgated by the Administrative Office of the U.S. Courts (providing for space for signatures on behalf of both debtor(s) and the creditor). Copies of the current Form B240 (Reaffirmation Agreement), Form B240M (Motion for Approval of Reaffirmation Agreement), and the accompanying instructions can be accessed and downloaded from the Internet at www.uscourts.gov/bkforms/bankruptcy_forms.html. While the use of these forms is not mandatory, the Court finds that Form B240 contains important information to assist a debtor in making an informed decision whether to reaffirm a debt.

Moreover, even if the reaffirmation agreement had been executed by both parties, it would not be enforceable unless an attorney representing the Debtor provided the certification required under § 524(c)(3) or the Debtor appeared before the Court pursuant to Rule 4008 and § 524(c) and (d).²

IT IS SO ORDERED.

/s/ Arthur I. Harris 09/09/2003
Arthur I. Harris
United States Bankruptcy Judge

² Nothing prevents the Debtor from continuing to make voluntary payments to St. Monica. *See* 11 U.S.C. § 524(f). However, the discharge injunction does prevent St. Monica from attempting "to collect, recover or offset any such debt as a personal liability of the debtor." *See* 11 U.S.C. § 524(a)(2).