

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

IN RE: )  
 )  
DANIEL MICHAEL BADE ) CASE NO. 09-21384 JPK  
 ) Chapter 7  
Debtors. )

ORDER REGARDING MOTION FOR APPROVAL OF  
REAFFIRMATION AGREEMENT("MOTION")

The Motion was filed on July 7, 2010, accompanied separately by a reaffirmation agreement between the debtors and Citizens Financial Bank.

It is unnecessary for the court to either hold a hearing with respect to this reaffirmation agreement, or to separately review and approve it. Pursuant to 11 U.S.C. § 524, two circumstances give rise to the need for a hearing before the court and/or separate court review and approval of a reaffirmation agreement:

1. Pursuant to 11 U.S.C. § 524(d), if a debtor was not represented by an attorney during the course of negotiating the agreement, the court must hold a hearing to advise the debtor of certain circumstances and consequences with respect to the agreement. If the debtor was represented by an attorney, the conducting of a hearing is optional.

2. If the documentation included in the reaffirmation agreement discloses a presumption of undue hardship with respect to the agreement, then the court must review the agreement in relation to this presumption. There is no requirement that the court do anything with respect to an agreement in a circumstance in which the presumption of undue hardship does not arise.

In the circumstances of this case, the documentation included in the reaffirmation agreement discloses that the debtors were represented by an attorney during the reaffirmation process, and that the requirements of 11 U.S.C. § 524(c) have been completely fulfilled. Part D of the reaffirmation agreement discloses that the presumption of undue hardship does not

arise.

The court determines that it is unnecessary for the court to either hold a hearing or separately review the reaffirmation agreement, and that the motion requesting court involvement will be denied.

IT IS ORDERED that the Motion is denied: the reaffirmation agreement is either enforceable or unenforceable according to its terms and the procedures utilized without involvement by the court.

Dated at Hammond, Indiana on July 19, 2010.

/s/ J. Philip Klingeberger  
J. Philip Klingeberger, Judge  
United States Bankruptcy Court

Distribution:

Debtor, Attorney for Debtor  
Trustee, US Trustee  
Attorney for Creditor