

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

U.S. COURTS

IN RE:)
)
Hector & Ada Martinecz,)
)
Debtor(s))
_____)

Case No. 04-00208

2004 MAR 29 PM 3:52

REC'D FILED
CAMERON S. BURKE
CLERK, IDAHO

**NOTICE OF DEFICIENCY OF REAFFIRMATION AGREEMENT,
AND CONDITIONAL ORDER DENYING APPROVAL**
(Household Finance Corp)

The above Debtor(s), and the Creditor indicated on the certificate of service hereto, have submitted to the Court a reaffirmation agreement. The Court finds that such agreement, and any submission in support thereof, is deficient in the regards indicated below. By reason of such deficiencies, the parties have failed to provide the information, explanation and justification required under § 524 of the Bankruptcy Code, in order for the Court to approve the reaffirmation.

For the foregoing reasons, approval of the subject reaffirmation agreement is and will be DENIED by the Court unless, within twenty (20) days of the date hereof, supplementation is provided by the parties sufficient to cure all noted deficiencies.

Please be advised that proposed orders approving reaffirmation agreements will not be submitted to the judge until the deficiencies noted below are corrected, and that the court reserves the right to require a hearing on any reaffirmation agreement

Defects in Form of Reaffirmation Agreement:

Reaffirmation agreements must be in accord with Form No. B240 of the Procedural Forms of the Judicial Conference of the United States (a copy of which can be found on the Court's website) or contain substantially all the information documentation and explanation required thereby. The reaffirmation agreement submitted does not comply.

Defects in Information Provided:

- Reaffirmation agreement does not state the specific terms of the parties agreement, the amount owed, the amount being reaffirmed, the amount of monthly payment and rate of interest being charged.
- Reaffirmation agreement does not contain explanation of debtor(s)' monthly income and expenses, without consideration of the reaffirmed obligation, or establish that payment of the reaffirmed obligation can occur without imposing an undue hardship on the debtor(s).
- Reaffirmation agreement does not specifically or adequately describe collateral involved and/or allege its fair market value. (The court generally will not reaffirm an amount higher than the fair market value of the collateral without a showing of special circumstances at a hearing.)

- Copies of the loan, security agreement, promissory note, certificate of title or other proof of perfection, and/or other required documentation are not attached to the original reaffirmation agreement. The original agreement must be submitted to the court. (If you wish a court-stamped copy be returned to you, please provide a copy and self-addressed stamped envelope.)
- Reaffirmation agreement is not signed by the Debtor(s) and/or Creditor(s).

Declaration of Attorney Not Provided:

A declaration of debtor(s)' attorney must be executed and provided, stating the debtor(s) have been informed by such counsel of their rights regarding the proposed reaffirmation agreement and stating that the debtor(s) are able to make the monthly payments proposed without undue hardship. The original document is to be filed with the court.

Waiver of Hearing Not Provided:

This document, signed by the debtor(s), waives the debtor(s)' right to appear before the Court. The original document is to be filed with the Court.

Order Approving Reaffirmation Agreement Deficient or not Provided:

The order must set out the terms for payment by the debtor. The order should list the collateral and its fair market value, with multiple items of collateral listed individually. You must submit an order to be signed by the Judge, copies for the debtor, debtor's counsel and creditor and a Clerk's Certificate of Mailing for the clerks to conform. Addressed and stamped envelopes for all parties must also be provided.

Submissions Illegible:

The agreement, order, or attachments are illegible. The Court also prefers all documents to be submitted in typewritten form.

Pro se debtor(s)/ hearing is required:

Debtor(s) seeking approval of a reaffirmation agreement who are without counsel must appear before the Court for a hearing. A hearing may be set by contacting the calendar clerks at (208) 334-9343. The debtor(s) must be present at the hearing. Creditors may have an attorney present if desired.

Other: This reaffirmation agreement appears to be an amendment of the reaffirmation agreement filed on March 1, 2004 (Document #5) however, none of the defects have been taken care of and the attorney declaration has not been signed on the reaffirmation agreement filed on March 26, 2004.

Dated : *March 29, 2004*

CAMERON S. BURKE, CLERK

By: *Sherrin O'Leary*
Deputy Clerk

Case: 04-00208 Form id: 122 Ntc Date: 03/29/2004 Off: 1 Page : 1
Total notices mailed: 5

Debtor Martinez, Hector E 433 Date St, Mountain Home, ID 83647
Debtor Martinez, Ada 433 Date St, Mountain Home, ID 83647
Aty Sirhall, Lawrence G, Jr POB 1112, Boise, ID 83701
Trustee Murphy, Lois K POB 609, Kuna, ID 83634
Creditor Household Finance Corporation, 961 Weigel Dr, Elmhurst, IL 60126

I hereby certify that a copy of the attached
document was mailed or hand delivered
to the named persons of this certificate
by mailing.

Dated: 3-29-04

Signed: *Shirley O'Leary*