

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW YORK**

**In re:**

**Jane Doe** Debtor

**Case No.:** 23-BK-54321

**CHAPTER 7 STATEMENT OF INTENTION**

The Debtor, Jane Doe, hereby files this Statement of Intention pursuant to Section 521(a)(1) of the Bankruptcy Code:

**1. Identity of Debtor:**

- **Name:** Jane Doe
- **Address:** 123 Main Street, Anytown, NY 12345
- **Social Security Number:** 999-99-1234

The following clauses are related to the reaffirmed debt with Auto Loans R Us.

**PAYMENT TERMS:**

1. **Monthly Payment:** The Debtor agrees to pay the Creditor a monthly payment of \$250.00, commencing on November 26, 2023, and continuing on the 26th day of each month thereafter until the debt is paid in full.
2. **Payment Method:** Payments shall be made via electronic funds transfer (EFT) from the Debtor's bank account to the Creditor's designated account. The Debtor will provide the necessary banking information to the Creditor within 10 days of the execution of this agreement.
3. **Late Payment Fee:** A late payment fee of \$25.00 will be assessed for any payment received more than 5 days after the due date.

**INTEREST RATE ADJUSTMENT:**

1. **Fixed Interest Rate:** The interest rate on the reaffirmed debt shall be a fixed rate of 7.0% per annum.
2. **No Adjustments:** The interest rate will not be subject to any adjustments during the term of this agreement.

**DEFAULT:**

1. **Events of Default:** The Debtor shall be deemed to be in default under this agreement upon the occurrence of any of the following events:
  - Failure to make any monthly payment within 10 days of the due date.

- Filing of a subsequent bankruptcy petition by the Debtor.
  - Any material misrepresentation made by the Debtor in connection with this agreement.
2. **Remedies Upon Default:** Upon the occurrence of an event of default, the Creditor shall have the right to accelerate the entire debt and pursue any and all remedies available under applicable law.

## **GOVERNING LAW:**

This agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

## **ENTIRE AGREEMENT:**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

## **2. Property Subject to Security Agreement:**

<b>Description of Property</b>	<b>Creditor Name</b>	<b>Account Number (if known)</b>	<b>Intention</b>
2018 Toyota Camry	Auto Loans R Us	ALRU-987654	Retain the property and reaffirm the debt pursuant to 11 U.S.C. § 524(c)
Laptop Computer	Tech Credit Inc.	TCI-123456	Surrender the property.

## **3. Intention with Respect to Property:**

- **Reaffirmation:** The Debtor intends to reaffirm the debt secured by the 2018 Toyota Camry with Auto Loans R Us. The Debtor believes that reaffirming this debt is in their best interest because they need a reliable vehicle for transportation to work.
- **Surrender:** The Debtor intends to surrender the Laptop Computer to Tech Credit Inc. The Debtor cannot afford to continue making payments on this debt.

## **4. Declaration Under Penalty of Perjury:**

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Date: October 26, 2023

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Jane Doe Debtor

**SCHEDULE A/B: ASSETS - INDIVIDUAL**

(Summary of Schedules)

<b>Description</b>	<b>Amount</b>
1. Cash on hand	\$50.00
2. Checking, savings or other accounts	\$250.00
3. Security Deposits	\$1000.00
4. Household goods and furnishings	\$2000.00
5. Books, pictures, and collections	\$100.00
6. Wearing apparel	\$500.00
7. Furs and jewelry	\$200.00
8. Interests in insurance policies	\$0.00
9. Annuities	\$0.00
10. Interests in IRA, ERISA, or pension	\$5000.00
11. Stock and interests in incorporated	\$0.00
12. Interests in Partnerships	\$0.00
13. Equitable and future interests	\$0.00
14. Other Contingent and unliquidated	\$0.00
15. Other personal property	\$100.00
Total	\$9200.00

**SCHEDULE C: THE PROPERTY THE DEBTOR CLAIMS AS EXEMPT**

(Summary of Exemptions)

<b>Description Of Property</b>	<b>Specify Law Providing Exemption</b>	<b>Value Claimed Exempt</b>
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Household Goods	NY Civil Practice Law and Rules § 5205	\$1000.00
Vehicle	NY Debtor and Creditor Law § 282	\$4825.00
IRA Account	11 U.S.C. § 522(d)(10)(E)	\$5000.00
Total		\$10825.00

#### **SCHEDULE D: CREDITORS HOLDING SECURED CLAIMS**

<b>Creditor's Name and Address</b>	<b>Description of Property</b>	<b>Account Number</b>	<b>Amount of Claim</b>
Auto Loans R Us 456 Car Lane, Carville, NY 67890	2018 Toyota Camry	ALRU-987654	\$12000.00
Tech Credit Inc. 789 Tech Blvd, Silicon City, CA 90123	Laptop Computer	TCI-123456	\$800.00

#### **SCHEDULE E/F: CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

<b>Creditor's Name and Address</b>	<b>Reason For Priority</b>	<b>Amount of Claim</b>
IRS, 111 Taxman Avenue, Washington, DC 20001	Taxes	\$2500.00

#### **SCHEDULE E/F: CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

<b>Creditor's Name and Address</b>	<b>Account Number (if known)</b>	<b>Amount of Claim</b>
Credit Card Co. 101 Debt Street, Creditville, USA	CC-112233	\$5000.00
Medical Bills Inc. 222 Health Way, Medville, USA	MB-445566	\$1500.00

#### **DECLARATION CONCERNING DEBTOR'S SCHEDULES**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 6 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date: October 26, 2023

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Jane Doe

Debtor

**SIGNATURE SECTION**

Debtor:

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Jane Doe

Date: October 26, 2023

Creditor (Auto Loans R Us):

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John Smith, Loan Officer

Date: October 26, 2023

Creditor (Tech Credit Inc.):

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Alice Johnson, Collections Manager

Date: October 26, 2023