

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:	§	CASE NO. XX-XXXXX
	§	
[DEBTOR],	§	
	§	
DEBTOR.	§	CHAPTER X

**ORDER DEEMING [LENDER], ITS SUCCESSORS AND ASSIGNS TO HAVE
WAIVED THE RIGHT TO CLAIM A DEFAULT BASED UPON FAILURE TO
REAFFIRM A DEBT**

On this day the Court considered Debtor's Motion For Entry of Order Deeming [LENDER], Its Successors and Assigns to Have Waived the Right To Claim a Default Based Upon Failure To Reaffirm a Debt to [LENDER] and finds that it should be granted.

THE COURT FINDS that [LENDER], Its Successors and Assigns has a security interest in [PROPERTY].

THE COURT FINDS that [PROPERTY] holds a valid and enforceable *in rem* claim.

THE COURT FINDS that Debtor offered to reaffirm the debt on the original terms.

THE COURT FINDS that [LENDER] declined to accept Debtor's offer to reaffirm the debt.

THE COURT FINDS that [LENDER] has accepted payments on the debt subsequent to

[DATE], the filing date for the Debtor's Chapter [___] Bankruptcy proceeding.

THE COURT FINDS that [LENDER] has waived any right it may have to claim that the Debtor has defaulted under the terms of any loan documents on the basis that the Debtor failed to reaffirm the debt with [LENDER].

IT IS THEREFORE ORDERED THAT [LENDER] is prohibited from discriminating against Debtor by keeping Debtor in "bankruptcy" status solely because the Debtor failed to reaffirm the debt with [LENDER].

IT IS FURTHER ORDERED THAT [LENDER] is prohibited from taking any action or refraining from taking any action based solely upon Debtor's failure to reaffirm the debt with [LENDER].

IT IS FURTHER ORDERED THAT [LENDER] is accordingly expressly authorized and permitted to enforce the obligation of the debtors to [LENDER] as an *in rem* obligation, such enforcement to include the right to notify the debtor of payments that are or are to become due, the right to demand payment when such payments are not made (either in full or in part), the right to threaten resort to *in rem* remedies in the event of non-payment, the right to accelerate the indebtedness, the right to give notice of foreclosure sale, and the right to conduct and complete such foreclosure sale, so long as all of the foregoing are conducted in accordance with applicable non-bankruptcy law. None of the foregoing shall ever constitute a violation of the discharge injunction entered in this case pursuant to section 524(a) of title 11.

IT IS FURTHER ORDERED THAT [LENDER] is authorized and permitted to communicate with the debtor regarding the status of the account, either orally or in writing, and the debtors are authorized and permitted to obtain information from the creditor, either orally or in writing, regarding the status of the account. [LENDER] is authorized and permitted to afford the debtors the same services with respect to this account as they would enjoy had there been no bankruptcy, including as applicable internet access to the account, the use of electronic funds transfers and means of payment, the right to receive regular billing statements,

and regular escrow updates. The provision of all such services shall never constitute a violation of the discharge injunction entered in this case pursuant to section 524(a) of title 11.

IT IS FURTHER ORDERED THAT Further, [LENDER] is authorized and permitted to renegotiate the terms of the indebtedness with the debtors (provided that such renegotiated indebtedness shall remain as an *in rem* liability of the debtors), to provide payoff amounts for the purposes of any refinancing with a third party, or for purposes of a sale of the underlying property. The provision of any of the foregoing shall never constitute a violation of the discharge injunction entered in this case pursuant to section 524(a) of title 11.

IT IS FURTHER ORDERED THAT nothing in this order shall be construed as requiring [LENDER] to take any actions or refrain from taking any action that it does not undertake in the ordinary course of business with respect to customers who have not filed bankruptcy.

In the event the Court approves the Reaffirmation Agreement between the Parties, should one be entered, this Order is MOOT.

IT IS SO ORDERED.

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