

11 U.S.C. section 524(c)(1), however, requires that a reaffirmation agreement must be made before the discharge is granted. See Lee v. Yeutter, 917 F.2d 1104, 1106 n.3 (8th Cir. 1990); In re Perry, 225 B.R. 497, 498 n.2 (Bankr. D. Colo. 1998) (denying reaffirmation agreement entered into 9 days after grant of discharge); In re Whitmer, 142 B.R. 811 (Bankr. S.D. Ohio 1992) (denying reaffirmation agreement entered into 13 days after grant of discharge). The pending reaffirmation agreement is dated January 31, 1999, six days after the general discharge of debt was entered. Accordingly, the Court can not approve the agreement.

Even if the Court could relate the second reaffirmation agreement back to the date of the original agreement with Companion, the circumstances of the case make official Court approval of the agreement problematic. Though the Court is not required to make the section 524(c)(6)(A) findings when an agreement covers a consumer debt secured by real property, 11 U.S.C section 524(c)(5) requires the Court to administer the admonitions outlined in 11 U.S.C. section 524(d)(1). Pursuant to that section a court must inform a debtor, who is not represented by counsel in the negotiation of the reaffirmation agreement, that the debtor has no legal obligation to enter into the reaffirmation agreement and must inform the debtor of the legal effect and consequences of the reaffirmation agreement and any default thereunder. See In re Kamps, 217 B.R. 836, 845 (Bankr. C.D. Cal. 1998). While the Court did inform Mr. Norman of the full ramifications of reaffirmation agreements at the hearing on December 17, 1998, the Court has not been able to apprise Mrs. Norman of her rights and responsibilities under the reaffirmation agreement.² For this reason the reaffirmation agreement may also be disapproved. Id. at 846. Finally it must be noted that Mrs. Norman's respective liability on the homestead debt, as a result of the dissolution proceedings, is not clear from the record before this Court.

THEREFORE, IT IS ORDERED that the Reaffirmation Agreement filed February 3, 1999 is not approved. The Debtor/s may voluntarily repay the debt as provided in 11 U.S.C. section 524(f).

Dated this 23rd day of April, 1999.

LEE M. JACKWIG
U.S. BANKRUPTCY JUDGE

Parties Served: Interested Parties

² Not only has Mrs. Norman not appeared at any court hearing to date, she failed to appear at the section 341 meeting of creditors for medical reasons. (Docket #34—Trustee's Minutes.)