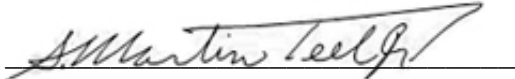


The order below is hereby signed.

Signed: June 6 2014




S. Martin Teel, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLUMBIA

In re)
)
DARREN WRIGHT,) Case No. 14-00208
) (Chapter 7)
Debtor.)

ORDER DISAPPROVING REAFFIRMATION AGREEMENT BUT IMPOSING,
WITH THE DEBTOR'S CONSENT, UNILATERAL OBLIGATIONS ON THE
DEBTOR FOR THE PROTECTION OF NAVY FEDERAL CREDIT UNION

An agreement was filed seeking to reaffirm a debt owed by the debtor, Darren Wright, to Navy Federal Credit Union # 6108 (Dkt. No. 33). The court has decided to disapprove the reaffirmation agreement as not in the debtor's best interest. But the debtor nevertheless wants to continue to make monthly payments to Navy Federal Credit Union # 6108 ("the creditor") and has agreed to entry of the other provisions of this order to accord protections to the creditor. It is thus

ORDERED that the reaffirmation agreement with the creditor (Dkt. No. 33) is disapproved. But, with the debtor's consent, it is

ORDERED that the automatic stay of 11 U.S.C. § 362(a) and the forthcoming discharge injunction of 11 U.S.C. § 524(a)(2)

which will arise upon the debtor's receiving a discharge are clarified or modified as follows:

(1) the debtor shall be obligated to pay for any loss arising from failure to insure the car or from any interference with (or other failure to comply with the debtor's obligations relating to facilitating) the creditor's right to repossess the car, and the creditor's pursuit of a claim in that regard will not constitute a violation of the automatic stay or the discharge injunction;

(2) so long as it has not repossessed and sold the motor vehicle, the creditor (and its successors and assigns, and any entity on whose behalf it has acted) may send notices or make statements to the debtor:

(i) regarding payments that are due or are to come due, which may include demands for payment,

(ii) regarding the debtor's obligation to keep the car insured in favor of the lienor as required by the parties' contract, or

(iii) embodying threats of repossession (or threats of sale after repossession) if a default has arisen or should arise under the parties' contract, and such notices or statements shall not be construed as an act to collect the debt as a personal liability of the debtor, but this shall not subject the debtor to any personal

liability for the debt, and

(3) the creditor (and its successors and assigns, and any entity on whose behalf it has acted) may accept payments received pursuant to such notices. It is further

ORDERED that the debtor is advised that by reason of the receipt of a discharge, he will not be personally obligated to make monthly payments that come due as owed to the creditor, but that he may elect voluntarily to make such payments if he wishes to avoid a monetary default pursuant to which the creditor might opt to enforce its lien against the motor vehicle. It is further

ORDERED that actions taken by the creditor pursuant to the foregoing provisions will not violate the debtor's discharge or the automatic stay, and this order does not alter or diminish any of the rights that the creditor might have by reason of the debtor's reaffirmation agreement having been disapproved.

[Signed and dated above.]

Copies to: Debtor; Recipients of e-notification of filings;

Navy Federal Credit Union
Attn: F. Waller
P.O. Box 3502
Merrifield, VA 22119

I consent to this order:



Darren Wright