

**ATTENTION:**

Your bankruptcy case CANNOT be filed with the Bankruptcy Court until you SIGN your Bankruptcy Petition. You DO NOT have legal protection until your case is filed with the Bankruptcy Court. If you are filing bankruptcy to stop a foreclosure or repossession of property, it is YOUR RESPONSIBILITY to turn in all information and materials and set an appointment with your attorney to allow your case to be filed with the Bankruptcy Court before the foreclosure or repossession takes place.

Before you can schedule an appointment with your attorney to sign your Bankruptcy Petition, you must deliver the completed Worksheet you receive today and all documents requested with that Worksheet, plus your attorneys fees and filing fee.

**PLEASE ALSO KNOW THE FOLLOWING INFORMATION:**

1. You must list all assets. Failure to list any assets may result in federal prosecution.
2. You must list all debts you owe.
3. If you owe child support, alimony, or maintenance, failure to make these payments on time during your bankruptcy will result in your case being dismissed.
4. You must be certified by a credit counselor before you can file bankruptcy. You must also receive debtor education before you can receive your discharge.
5. If you owe a debt to the bank where your bank account is, the bank may freeze any funds that are in your account as of the date of filing and apply those funds to your debt.
6. Any inheritance or insurance benefits resulting from someone's death which you are entitled to receive within six (6) months from the date of filing will be property of your bankruptcy estate.
7. Failure to attend your creditor's hearing or other court hearing may result in the Court denying your discharge or dismissing your case.
8. You must list all "future" interest that you own, such as a remainder interest in property (property you receive when someone else dies) or a present interest in a trust.
9. You must list all contingent interest such as "causes of action" or possible law suit claims. Consult with your attorney as to how to value such claims.
10. If you operate a business, you must receive permission from the trustee to continue operating the business. If the business is solely owned (not incorporated), the business assets become property of the estate. If the business is incorporated, your stock interest becomes property of the estate.
11. If you do reaffirm a debt, it is mandatory that you remain current on your monthly installment payments. Failure to do so may result in the reaffirmation agreement being denied and the loss of any property securing the debt.
12. Certain debts, including property taxes, income taxes, employee taxes, student loans, debts owed to a former spouse are not dischargeable and must be paid timely. For Chapter 13 cases, the Debtors are responsible for all post-filing taxes, including income and property taxes.
13. Charges made on credit cards in excess of \$550.00 within 90 days of filing the bankruptcy and cash advances made in excess of \$825 within 70 days of filing the bankruptcy are presumed to be nondischargeable and the creditor may file an objection to such debts being discharged.
14. Bankruptcy can adversely affect your credit rating. It can stay on your credit report for a period of up to 10 years. However, financial institutions or their lending institutions will base their decisions on their individual company policies.
15. The amount you pay for our services will be discussed and determined at our initial meeting. Such amount needs to be brought to our office when you return to bring the information and documents we have

requested. We do not represent you nor will we do any work for you until we have received from you the requested documents and your payment. If you later determine that you do not want to file bankruptcy, you will be given a partial refund, but you will be charged for work we have performed.

16. In the event that you surrender property in your bankruptcy case, the property belongs to you and you are responsible for the taxes and insurance on said property until the lienholder either forecloses on or repossesses the property. But please be advised, it is not required that the lienholder repossess or foreclose on surrendered property.

If you do not clearly understand the information on this page, please consult with Mr. Tarbox before signing below.

Acknowledged:

\_\_\_\_\_  
Your name

Date: \_\_\_\_\_

\_\_\_\_\_  
Spouse

Date: \_\_\_\_\_