

ORDERED.

Dated: August 04, 2016



Catherine Peek McEwen  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re: Case No. 8:15-bk-10554-CPM  
Teneka Autmon-Downing, Chapter 7  
Debtor.

**ORDER DENYING MOTION TO SET ASIDE DISCHARGE**

THIS CASE came on for consideration of the Debtor's Motion to Set Aside Discharge as to Roundpoint Mortgage for the Limited Purpose of Filing a Reaffirmation Agreement (the "Motion") (Doc. 19). The Debtor received a discharge (Doc. 14) on February 18, 2016, and the time for filing an enforceable reaffirmation agreement has thus passed. *See* 11 U.S.C. § 524(c)(1). The Bankruptcy Code does not provide for "setting aside" a discharge, and "revocation" of a discharge may be sought only by the trustee, a creditor, or the United States Trustee and only under limited circumstances in accordance with 11 U.S.C. § 727(d).<sup>1</sup> Thus, the Court finds that it must deny the requested relief.

<sup>1</sup> *See In re Nichols*, 2010 WL 4922538, \*2 (Bankr. N.D. Iowa 2010) and cases cited therein. *See also In re Quevedo*, 2016 WL 801386 (Bankr. M.D. Fla. Feb. 12, 2016) (citations omitted) (referring to "wealth of authority holding that a debtor's desire to enter into a reaffirmation agreement does not constitute sufficient cause to vacate a discharge order").

Furthermore, the Court notes that Roundpoint Mortgage need not require a reaffirmation agreement for the Debtor to become liable for the entire amount owed under a refinanced loan secured by a lien on the Debtor's homestead. Administrative Order Granting Relief from Discharge Injunction to Enter into Agreement to Refinance or Modify Debt Secured by Lien on Homestead, Admin. Order FLMB-2015-9, a copy of which is attached hereto, expressly states that with respect to a debtor or former debtor ("Debtor") who initiates a request to refinance or modify a debt secured by a lien on homestead property, "[i]f the Debtor enters into an agreement to refinance or to modify an existing debt secured by a lien on homestead property, the Debtor may become liable for the entire amount owed under the new (refinanced or modified) loan, notwithstanding the Debtor's having obtained a discharge of the debt owed under a prior agreement secured by a lien on the same property." Accordingly, it is

**ORDERED:**

1. The Motion is DENIED.
2. Roundpoint Mortgage shall not refuse to enter into a refinancing or mortgage modification agreement with respect to the Debtor's homestead based solely on the Debtor's failure to enter into a timely reaffirmation agreement.

The Clerk is directed to serve a copy of this order on the Debtor and Roundpoint Mortgage.

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
[www.flmb.uscourts.gov](http://www.flmb.uscourts.gov)

In re	)	
	)	
ADMINISTRATIVE ORDER GRANTING	)	Administrative Order
RELIEF FROM DISCHARGE	)	FLMB-2015-9
INJUNCTION TO REFINANCE OR	)	
MODIFY LIEN ON HOMESTEAD	)	
PROPERTY,	)	
	)	

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**ADMINISTRATIVE ORDER GRANTING RELIEF FROM  
DISCHARGE INJUNCTION TO ENTER INTO AGREEMENT  
TO REFINANCE OR MODIFY DEBT SECURED BY LIEN ON HOMESTEAD**

When a debtor or former debtor (the “Debtor”) has received a discharge and later seeks to refinance or modify an un reaffirmed debt secured by a lien on the Debtor’s homestead property, the Bankruptcy Court for the Middle District of Florida finds that a secured creditor should not require individual judicial relief before the Debtor can negotiate and enter into a refinance or modification agreement. Accordingly, it is

**ORDERED:**

1. This order applies *only* when *the Debtor* initiates a request to refinance or to modify the debt secured by a lien on homestead property. This order does not authorize unsolicited attempts by any creditor to renegotiate debt that was not reaffirmed prior to a Debtor’s discharge.
2. This order grants relief from the discharge injunction to a secured creditor for the purpose of negotiating and entering into a refinance or modification agreement with a Debtor.

3. If the Debtor enters into an agreement to refinance or to modify an existing debt secured by a lien on homestead property, the Debtor may become liable for the entire amount owed under the new (refinanced or modified) loan, notwithstanding the Debtor's having obtained a discharge of the debt owed under a prior agreement secured by a lien on the same property.

DATED: November 16, 2015.

A handwritten signature in cursive script that reads "MGWilliamson".

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MICHAEL G. WILLIAMSON  
Chief United States Bankruptcy Judge