

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

FILED
12:00 MIDNIGHT

In re:

SEP 21 2001

FURR'S SUPERMARKETS, INC.,

GROUP BOX

Case No. 11-01-10779-SJA
Chapter 11
U.S. Bankruptcy Court
Abuquerque, New Mexico

Debtor.

**DISCLOSURE OF WALTER PARKER, CAI, AARE, PURSUANT TO
BANKRUPTCY RULES 2014 AND 2016**

Walter Parker, CAI, AARE, hereby states, in connection with the motion of the Debtor and Debtor in Possession, Furr's Supermarket's, Inc. ("Furr's"), to employ Walter Parker to render professional services to Furr's in connection with Furr's auction of certain personal property:

1. To the best of my knowledge, information and belief, after making reasonable inquiry, I have no connection with Furr's, Furr's creditors or any other party in interest in this case, or their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, except that I may render professional services to clients who are or may be adverse to Furr's, which services are wholly unrelated to Furr's or to this bankruptcy case.

3. The arrangement for compensating me, if the Court approves Debtor's employment of Walter Parker, is described in the Auction Agreement attached hereto as Exhibit A.

4. I have received no transfer, assignment or pledge of property for post-petition services.

WPS

SEP-21-2001 FRI 01:10 PM

FAX NO.

P. 0103

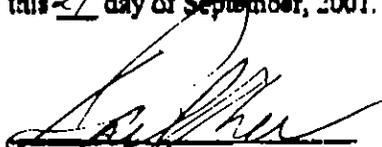
5. I have not shared or agreed to share with any other person or entity, other than with my regular associates or employees, any compensation paid or to be paid by Debtor in or in connection with this bankruptcy case.


Walter Parker, CAL, AARE

This certifies that a copy of the foregoing document was served by mail on:

United States Trustee
P.O. Box 608
Albuquerque, NM 87103

this 21st day of September, 2001.

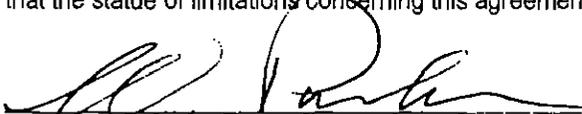


WALTER PARKER, CAI, AARE, Auctioneers

AUCTION AGREEMENT

The undersigned ("Owner"), by this agreement, authorizes Walter Parker, CAI, AARE ("Auctioneer") to sell at public auction the personal property consigned to him by the property Owner or his Agents.

1. Auctioneer will attempt to obtain the highest price possible. However, the Property will be sold to the highest bidder without reserve, unless otherwise stipulated by the Owner or his Agents.
2. Owner shall pay Auctioneer, as a commission for conducting said sale, a sum equal to 20 percent of the total sales.
3. If a "Buyers Premium" is added to this auction, it shall be retained by the auctioneer.
4. Owner shall pay for Utilities, when it is necessary to turn them on, and moving & storage expenses when necessary.
5. Date: 9/18, 19, 20, 24, 25, 26, 28 Auction Time: 10:00 AM Auction Location: EL PASO & ALBERQUE
6. Owner warrants that the property to be sold is free and clear of all liens and encumbrances, that he is authorized to sell the same, and that he will indemnify and hold Auctioneer harmless from any liability from claims, demands, actions, or causes of actions arising or to arise by reason of said sale.
7. Owner agrees to indemnify and hold Auctioneer harmless from and against any and all claims, actions, damages, losses, liabilities and expenses (including reasonable Attorney's fees) relating to the breach or alleged breach of any of Owner's obligations, representations or warranties herein. Owner's representations, warranties and indemnity herein shall survive completion of the transaction contemplated by this agreement.
8. Owner agrees that the property to be included in said sale as of the date of this agreement will not be sold or otherwise disposed of other than by the Auctioneer at the scheduled Auction.
9. If the sale is canceled because of existence of liens or claims of creditors, or for any reason, Owner will pay Auctioneer his expenses of advertisement & make ready labor incurred to the date of cancellation, reasonable attorney's fees and other reasonable expenses incurred by the Auctioneer. Owner shall further pay a minimum Auctioneer's fee of One Thousand Dollars (\$1,000.00).
10. Auctioneer shall collect all monies at and after the auction and be responsible for collecting and remitting State Sales Tax. Auctioneer will remit to Owner the net proceeds of the auction (less expenses & Commission) within 10 Banking days of receipt of collected funds. Auctioneer has no obligation to enforce payment by the buyer. In the event of non-payment by a buyer, Auctioneer may either cancel the sale or return the property to the Owner or sell it at a later date. Auctioneer shall not, under any circumstances, be liable for any consequential damages to Owner as a result of non-payment by a buyer.
11. The parties agree that any litigation or dispute concerning the enforcement of this agreement shall be brought in the State of Texas, the jurisdiction shall be in the County of El Paso, and that Texas law shall govern. The parties further agree that the statute of limitations concerning this agreement shall be One Hundred Eighty days from the auction date.


Walter Parker, CAI, AARE

Date: 9/7/01


Owner's Signature & Title

Date: 9/10/01

OWNER'S COMPANY NAME: FURRS SUPERMARKETS, INC.

COMPANY ADDRESS: 4411 the 25 WAY N.E. STE 100, ALBUQUERQUE, N.M.

TELEPHONE: 544-2683 FEDERAL I.D. NUMBER: _____

INTERNET AUCTIONS
www.parkerauction.com

7145 Dale Road El Paso, Texas 79915-2332

(915) 778-4800 (888) 700-4137 Fax (915) 775-0559

E mail - walter@parkerauction.com

EXHIBIT

A

WALTER PARKER AUCTIONEER

CONSIGNMENT AUCTION AGREEMENT SCHEDULE A (PROPERTY LISTING)

SELLER'S NAME FURRS SUPERMARKETS INC SELLER'S NO. _____ DATE 9/7/01

QUANTITY	DESCRIPTION	RESERVE
1	11/10 FURNITURE OFFICE AT 9730	

MEMO

To: Craig Franks
From: Steve Mortensen 
Date: September 8, 2001
Subject: Walter Parker Auctioneers Contract

Cc:

Craig

I have the following issues with the contract see paragraph:

1. None
2. None
3. None
4. Walter's 20% should cover moving and storage if any, please strike language.
5. None
6. None
7. Indemnification should be mutual.
8. None
9. None
10. Walker represented that they would bare the burden and risk of collection please change language accordingly.
11. Please change venue and law to Albuquerque, New Mexico

Steve

WALTER PARKER *CAI, AARE, AUCTIONEERS & APPRAISERS*

September 10, 2001

Mr. Steve Mortensen, C.E.O.
Furrs Supermarkets, Inc.
4411 The 25 Way N.E., Suite 100
Albuquerque, N.M. 87109

Dear Mr. Mortensen,

This letter is my authorization to make the following amendments to our Auction Agreement.

Paragraph 4: Delete this item from the agreement

Paragraph 7: Change this paragraph to mutual indemnification.

Paragraph 10: If any bidder defaults on any of his bids we will re-sell the items he defaulted on

Paragraph 11: Add the jurisdiction of Albuquerque, New Mexico, and that New Mexico Law shall govern

Sincerely yours,



Walter Parker

Agreed to By:

Mr. Steve Mortensen

7145 DALE ROAD EL PASO, TEXAS 79915-2332
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E MAIL: walter@parkerauction.com