

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

FILED

01 MAY 31 PM 2:59

In re:

U.S. BANKRUPTCY COURT
ALBUQUERQUE, NM

FURR'S SUPERMARKETS, INC.,

Case No. 11-01-10779-SA
Chapter 11

Debtor.

**DEBTOR'S RESPONSE TO PINNACLE LOGISTICS, INC AND
COUNTRYWIDE LOGISTICS, INC.'S MOTION FOR RELIEF FROM STAY**

Furr's Supermarkets, Inc., debtor and debtor in possession ("Furr's") files this response to Pinnacle Logistics, Inc.'s and Countrywide Logistics, Inc.'s (together, the "Movants;") Motion for Relief From Stay, filed May 18, 2001 (the "Motion").

1. Furr's admits the allegations in paragraph 1 of the Motion.
2. Furr's admits that it signed the agreement referred to, but denies the remaining allegations in paragraph 2 of the Motion.
3. Furr's admits that it signed the agreement referred to, but denies the remaining allegations in paragraph 3 of the Motion.
4. Furr's denies the allegations in paragraph 4 of the Motion.
5. Furr's is without knowledge sufficient to admit or deny the allegations in paragraph 5 of the Motion, and therefore denies the allegations.
6. Furr's admits the allegations in paragraph 6 of the Motion, except that Furr's denies that Movants have liens on any of Furr's property.
7. Furr's denies the allegations in paragraph 7 of the Motion.
8. Furr's admits the allegations in paragraph 8 of the Motion, but denies that



Pinnacle has a lien upon any of Furr's property.

9. Furr's denies the allegations in paragraph 9 of the Motion.

10. Furr's admits the allegations in paragraph 10 of the Motion, but denies that

Countrywide has a lien upon any of Furr's property.

11. Furr's denies the allegations in paragraph 11 of the Motion.

12. Furr's denies the allegations in paragraph 12 of the Motion.

13. Furr's denies the allegations in paragraph 13 of the Motion.

14. Furr's denies the allegations in paragraph 14 of the Motion.

15. Furr's denies the allegations in paragraph 15 of the Motion.

16. Furr's denies the allegations in paragraph 16 of the Motion.

17. Furr's denies the allegations in paragraph 17 of the Motion.

18. Furr's denies the allegations in paragraph 18 of the Motion.

19. Furr's admits the allegations in paragraph 19 of the Motion.

20. Furr's denies the allegations in paragraph 20 of the Motion.

21. Furr's denies the allegations in paragraph 21 of the Motion.

22. Furr's denies the allegations in paragraph 22 of the Motion.

23. Furr's admits the allegations in paragraph 23 of the Motion.

24. Furr's denies the allegations in paragraph 24 of the Motion.

25. Furr's denies the allegations in paragraph 25 of the Motion.

26. Furr's denies the allegations in paragraph 26 of the Motion.

27. Furr's denies the allegations in paragraph 27 of the Motion.

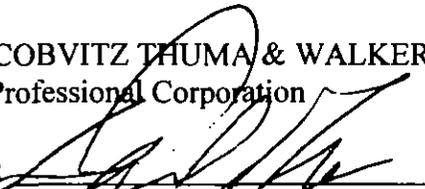
28. Furr's denies the allegations in paragraph 28 of the Motion.

29. Furr's denies the allegations in paragraph 29 of the Motion.

30. Furr's denies the allegations in paragraph 30 of the Motion.
31. Furr's admits the allegations in paragraph 31 of the Motion.
32. Furr's denies the allegations in paragraph 36 of the Motion.
33. Furr's admits the allegations in paragraph 37 of the Motion.
34. Furr's denies the allegations in paragraph 38 of the Motion.
35. Furr's denies the allegations in paragraph 39 of the Motion.
36. Furr's denies the allegations in paragraph 40 of the Motion.
37. Furr's denies the allegations in paragraph 41 of the Motion.
38. Furr's admits the allegations in paragraph 42 of the Motion.
39. In further answer, Furr's states that Movants have no lien in any property of Furr's, and/or has a voidable lien, as shown in the adversary proceeding Furr's has commenced against Movants. For that reason, the Motion should be denied.

WHEREFORE, Furr's prays that the Motion be denied, and for all other just and proper relief.

JACOBVITZ THUMA & WALKER
A Professional Corporation

By: 

David T. Thuma

500 Marquette N.W., Suite 650
Albuquerque, New Mexico 87102
(505) 766-9272

Counsel for Defendant

The undersigned hereby certifies that a copy of the foregoing was mailed to:

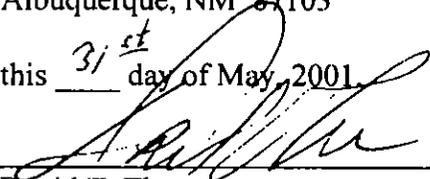
James A. Askew
Rodey, Dickason, Sloan, Akin & Robb
P.O. Box 1888
Albuquerque, NM 87103

Peter D. Wolfson
Pryor, Cashman, Sherman & Flynn LLP
410 Park Avenue
New York, NY 10022

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

William F. Davis
David & Pierce, P.C.
P.O. Box 6
Albuquerque, NM 87103

this 31st day of May, 2001.



David T. Thuma