

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MISSOURI**

|                                           |   |                                        |
|-------------------------------------------|---|----------------------------------------|
| <b>IN RE:</b>                             | ) |                                        |
|                                           | ) | <b>In Proceedings Under Chapter 11</b> |
| <b>FARMLAND INDUSTRIES, INC., et al.,</b> | ) |                                        |
|                                           | ) | <b>Case No. 02-02-50557-JWV</b>        |
|                                           | ) | <b>Joint Administration</b>            |
| <b>Debtor.</b>                            | ) |                                        |

**RESPONSE AND CONDITIONAL OBJECTION OF  
MULTICRAFT CONSTRUCTION SERVICES, INC.  
TO DEBTOR'S MOTION FOR AUTHORIZING  
PROCEDURE FOR DETERMINING EXTENT, VALIDITY AND  
PRIORITY OF MECHANICS' AND ARTISAN'S LIENS**

Multicraft Construction Services, Inc. ("Multicraft"), a creditor and lien claimant herein, for its Response to the Debtor's Motion seeking an Order authorizing procedure for determining the extent, validity and priority of mechanics' and artisan's liens would show the Court the following:

1. Multicraft is one of a number of entities that have provided goods and services to the Debtor and who have claimed lien rights based upon the Debtor's failure to pay for those services. Multicraft filed two mechanic's or materialmen's liens in the total amount of \$384,619.00 on May 24, 2002.

2. Pursuant to Kansas statutes, K.S.A. §60-1101, et seq, an action to foreclose a mechanic's or materialmen's lien must be brought within one year from the date of the filing of the lien statement.

3. While Multicraft has no objection to the Debtor's suggestion that lien claimants be determined as to validity and priority through adversary proceedings in the Bankruptcy Court, and agrees that such a process is likely to result in greater efficiency and savings of time and attorneys' fees to all parties involved, Multicraft disagrees that reliance solely upon the provisions of 11 U.S.C. § 108(c) is appropriate in order to fully and adequately protect lien claimants from having their liens expire by the passage of time.

4. Multicraft requests that the Court condition any Order granting Farmland's Motion upon an unequivocal waiver on the record in this case by Farmland, on its behalf and on behalf of any of its successors, of all defenses to lien claims based upon passage of time, specifically including, but not limited to, any defenses that may be raised in the future by Farmland or any of its successors based upon the passage of one year from the date of the filing of any lien under Kansas statute K.S.A. §60-1101, et seq.

**WHEREFORE**, for the foregoing reasons, Multicraft advises the Court that in the event the Court's Order granting Farmland's request is conditioned as requested hereinabove, it has no objection to the entry thereof.

Respectfully submitted,

MARTIN, PRINGLE, OLIVER,  
WALLACE & BAUER, L.L.P.

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ATTORNEYS FOR MULTICRAFT  
CONSTRUCTION SERVICES, INC.

**CERTIFICATE OF SERVICE**

I, B. Scott Tschudy, hereby certify that on the 24th day of October, 2002, the above and foregoing pleading was electronically filed with the Clerk of the United States Bankruptcy Court for the Western District of Missouri and electronic notice of this filing was served upon parties of interest by the Clerk.

/s/ B. Scott Tschudy \_\_\_\_\_  
B. Scott Tschudy