FILED
JUN 24 2002
PAT BRUNE, CLK
U.S. DISTRICT COURT
WEST DISTRICT
OF MISSOURI
JH

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI

In Re:	)	In Proceedings Under Chapter 11
	)	
FARMLAND INDUSTRIES, INC., et al.	)	Case No. 02-50557-JWV
	)	Joint Administration
	)	
Debtors	)	

2002 JUN 19 A 11:51

Amended
KP

AFFIDAVIT OF PROFESSIONAL
AND DISCLOSURE STATEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF CRAIGHEAD)

TODD WILLIAMS, being duly sworn, deposes and says:

1. I am an attorney of Snellgrove, Langley, Lovett & Culpepper ("Snellgrove"), which firm maintains offices at 111 East Huntington, P.O. Box 1346, Jonesboro, AR 72403.

2. Neither I, "Snellgrove," nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, has any connection with the above captioned debtors and debtors in possession (the "Debtors"), its creditors, or any other party in interest, or its attorneys, except as set forth in this affidavit.

3. "Snellgrove," through me, and members of the firm, has represented and advised the Debtors with respect to a broad range of aspects of the debtors' businesses.

4. The Debtors have requested, and "Snellgrove" have agreed, to continue to represent and advise the Debtors pursuant to section 327(a) of Title 11 of the United States Code (the "Bankruptcy Code") with respect to such matters. Additionally, the Debtors have requested, and "Snellgrove" proposes to render the following services to the

Debtors: Legal services in the nature of advice, filing lawsuits and instituting collection procedures.

5. "Snellgrove's" current customary hourly rates, subject to change from time to time, are $100.00. In the normal course of business, "Snellgrove" may revise its regular hourly rates on January 1st of each year, and requests that, effective January 1st of each year, if the aforementioned rates are revised, that they be revised to the regular hourly rates which will be in effect at that time.

6. In connection with this case "Snellgrove" has rendered services that have not yet been billed or that have been billed but with respect to which payment has not been received. The value of such services does not exceed $2,500.00.

7. Except as set forth herein, no promises have been received by "Snellgrove" or any partner, auditor or other member thereof as to compensation in connection with these Chapter 11 cases other that in accordance with the provisions of the "Bankruptcy Code", the Federal Rules of Bankruptcy Procedure, the Local Rules, Orders of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.

8. "Snellgrove" has no agreement with any entity to share with such entity any compensation received by "Snellgrove."

9. "Snellgrove", its partners, auditors and other members may have in the past represented, current represent, and may in the future represent entities that are claimants of Debtors in matters totally unrelated to these pending Chapter 11 cases. "Snellgrove" does not and will not represent any such entity in connection with these pending Chapter 11 cases and does not have any relationship with any such entity, attorneys, or accountants that would be adverse to the Debtors or their estates.

10. Neither I, "Snellgrove", nor any partner, auditor or other ember thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors, or their estates in the matters upon which "Snellgrove" is to be engaged.

11. The foregoing constitutes the statement of "Snellgrove" pursuant to sections 329 and 504 of the"Bankruptcy Code" and Bankruptcy Rules 2014 and 2016(b).

SNELLGROVE, LANGLEY,
LOVETT & CULPEPPER

By _____
TODD WILLIAMS
A.B.A. #85171
P.O. Box 1346
Jonesboro, AR 72403
Phone: 870-932-8357

Attorneys for Debtor

Subscribed and sworn to before me this 14 day of June, 2002.

_____
Notary Public

OFFICIAL SEAL
ERMA BRADY
NOTARY PUBLIC - ARKANSAS
CRAIGHEAD COUNTY
My Commission Expires 9-17/10