

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(AMENDMENT NO. 6)

Under the Securities Exchange Act of 1934

AutoZone, Inc.

(Name of Issuer)

Common Stock, par value \$.01 per share

(Title of Class of Securities)

053332-10-2

(CUSIP Number)

Janice V. Sharry, Esq.
Haynes and Boone, LLP
901 Main Street, Suite 3100
Dallas, Texas 75202
(214) 651-5562

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

October 10, 2000

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), (f) or (g), check the following box [].

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d- 7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

 CUSIP No. 053332-10-2

 NAME OF REPORTING PERSON
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

1
 ESL Partners, L.P., a Delaware limited partnership
 22-2875193

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
 (b)

2

SEC USE ONLY

3

SOURCE OF FUNDS

4
 WC

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) OR 2(e)

5
 N/A

CITIZENSHIP OR PLACE OF ORGANIZATION

6
 Delaware

SOLE VOTING POWER

7
 10,775,083

NUMBER OF
 SHARES
 BENEFICIALLY
 OWNED BY
 EACH
 REPORTING
 PERSON
 WITH

SHARED VOTING POWER

8
 0

SOLE DISPOSITIVE POWER

9
 10,775,083

SHARED DISPOSITIVE POWER

10
 0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
 PERSON
 21,762,643

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
 CERTAIN SHARES
 N/A

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 17.07%(1)

14 TYPE OF REPORTING PERSON

PN

(1) Based on 127,460,964 shares of Common Stock issued and outstanding as of June 6, 2000, as disclosed in the Issuer's 10-Q filed with the Securities and Exchange Commission on June 20, 2000.

 CUSIP No. 053332-10-2

 NAME OF REPORTING PERSON
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

1
 ESL Limited, a Bermuda corporation

 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
 (b)

2

 SEC USE ONLY

3

 SOURCE OF FUNDS

4
 WC

 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) OR 2(e)

5
 N/A

 CITIZENSHIP OR PLACE OF ORGANIZATION

6
 Bermuda

 SOLE VOTING POWER

7
 2,645,021

 NUMBER OF
 SHARES
 BENEFICIALLY
 OWNED BY
 EACH
 REPORTING
 PERSON
 WITH

 SHARED VOTING POWER

8
 0

 SOLE DISPOSITIVE POWER

9
 2,645,021

 SHARED DISPOSITIVE POWER

10
 0

 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
 PERSON
 21,762,643

 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
 CERTAIN SHARES
 N/A

 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 17.07%(1)

 14 TYPE OF REPORTING PERSON
 CO

 (1) Based on 127,460,964 shares of Common Stock issued and outstanding as of
 June 6, 2000, as disclosed in the Issuer's 10-Q filed with the Securities
 and Exchange Commission on June 20, 2000.

 CUSIP No. 053332-10-2

 NAME OF REPORTING PERSON
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

1
 ESL Institutional Partners, L.P., a Delaware limited partnership
 06-1456821

 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
 (b)

2

 SEC USE ONLY

3

 SOURCE OF FUNDS

4

WC

 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) OR 2(e)

5

N/A

 CITIZENSHIP OR PLACE OF ORGANIZATION

6

Delaware

 SOLE VOTING POWER

7

348,528

NUMBER OF
 SHARES
 BENEFICIALLY
 OWNED BY
 EACH
 REPORTING
 PERSON
 WITH

 SHARED VOTING POWER

8

0

 SOLE DISPOSITIVE POWER

9

348,528

 SHARED DISPOSITIVE POWER

10

0

 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
 PERSON

21,762,643

 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
 CERTAIN SHARES

N/A

 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

17.07%(1)

 14 TYPE OF REPORTING PERSON

PN

 (1) Based on 127,460,964 shares of Common Stock issued and outstanding as of
 June 6, 2000, as disclosed in the Issuer's 10-Q filed with the Securities
 and Exchange Commission on June 20, 2000.

 CUSIP No. 053332-10-2

 NAME OF REPORTING PERSON
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

1
 Acres Partners, L.P., a Delaware limited partnership
 06-1458694

 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
 (b)

2

 SEC USE ONLY

3

 SOURCE OF FUNDS

4

WC

 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) OR 2(e)

5

N/A

 CITIZENSHIP OR PLACE OF ORGANIZATION

6

Delaware

 SOLE VOTING POWER

7

6,867,928

NUMBER OF
 SHARES
 BENEFICIALLY
 OWNED BY
 EACH
 REPORTING
 PERSON
 WITH

 SHARED VOTING POWER

8

0

 SOLE DISPOSITIVE POWER

9

6,867,928

 SHARED DISPOSITIVE POWER

10

0

 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
 PERSON

21,762,643

 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
 CERTAIN SHARES

N/A

 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

17.07%(1)

 14 TYPE OF REPORTING PERSON

PN

 (1) Based on 127,460,964 shares of Common Stock issued and outstanding as of
 June 6, 2000, as disclosed in the Issuer's 10-Q filed with the Securities
 and Exchange Commission on June 20, 2000.

 CUSIP No. 053332-10-2

 NAME OF REPORTING PERSON
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

1 Marion Partners, L.P., a Delaware limited partnership
 06-1527654

 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
 (b)

2

 SEC USE ONLY

3

 SOURCE OF FUNDS

4

WC

 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) OR 2(e)

5

N/A

 CITIZENSHIP OR PLACE OF ORGANIZATION

6

Delaware

 SOLE VOTING POWER

7

1,124,840

NUMBER OF
 SHARES
 BENEFICIALLY
 OWNED BY
 EACH
 REPORTING
 PERSON
 WITH

 SHARED VOTING POWER

8

0

 SOLE DISPOSITIVE POWER

9

1,124,840

 SHARED DISPOSITIVE POWER

10

0

 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
 PERSON

11

21,762,643

 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
 CERTAIN SHARES

12

N/A

 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

17.07%(1)

 TYPE OF REPORTING PERSON

14

PN

 (1) Based on 127,460,964 shares of Common Stock issued and outstanding as of
 June 6, 2000, as disclosed in the Issuer's 10-Q filed with the Securities
 and Exchange Commission on June 20, 2000.

 CUSIP No. 053332-10-2

 NAME OF REPORTING PERSON
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

1 Edward S. Lampert

 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
 (b)

2

 SEC USE ONLY

3

 SOURCE OF FUNDS

4

00

 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) OR 2(e)

5

N/A

 CITIZENSHIP OR PLACE OF ORGANIZATION

6

U.S.

 SOLE VOTING POWER

7

1,243

NUMBER OF
 SHARES
 BENEFICIALLY
 OWNED BY
 EACH
 REPORTING
 PERSON
 WITH

 SHARED VOTING POWER

8

0

 SOLE DISPOSITIVE POWER

9

1,243

 SHARED DISPOSITIVE POWER

10

0

 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
 PERSON

11

21,762,643

 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
 CERTAIN SHARES

12

N/A

 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

17.07%(1)

 TYPE OF REPORTING PERSON

14

IN

 (1) Based on 127,460,964 shares of Common Stock issued and outstanding as of
 June 6, 2000, as disclosed in the Issuer's 10-Q filed with the Securities
 and Exchange Commission on June 20, 2000.

This Amendment No. 6 to Schedule 13D (this "Amendment No. 6") amends and supplements the Schedule 13D (as previously amended) filed by ESL Partners, L.P., a Delaware limited partnership ("ESL"), ESL Limited, a Bermuda corporation ("Limited"), ESL Institutional Partners, L.P., a Delaware limited partnership ("Institutional"), Acres Partners, L.P., a Delaware limited partnership ("Acres"), Marion Partners, L.P., a Delaware limited partnership ("Marion"), and Edward S. Lampert, a U.S. citizen ("Mr. Lampert"), by furnishing the information set forth below. ESL, Limited, Institutional, Acres, Marion and Mr. Lampert are collectively defined in this Amendment as the "Filing Persons." Unless set forth below, all previous Items are unchanged. Capitalized terms used herein which are not defined herein have the meanings given to them in the Schedule 13D previously filed with the Securities and Exchange Commission.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Item 3 is hereby amended as follows:

Mr. Lampert, a director of the Issuer, owns an aggregate of 1,243 Shares, which he received directly from the Issuer pursuant to the Issuer's director compensation plan.

ITEM 4. PURPOSE OF TRANSACTION.

Item 4 is hereby amended as follows:

ESL Investments, Inc., on behalf of itself and its affiliates (including the Filing Persons) has entered into a Letter Agreement, attached as Exhibit 2 and incorporated by reference, with the Company in connection with the Board of Directors' decision to terminate the recently adopted rights plan. This Letter Agreement, dated as of October 10, 2000, provides that to the extent the Filing Persons acquire additional shares of the Company after October 20, 2000 (the date the rights plan expires) and before April 1, 2004, the Filing Persons have agreed to not vote (or issue written consents with respect to) such shares prior to April 1, 2004, unless the Board of Directors otherwise permits.

The Filing Persons intend to continue to closely monitor corporate governance matters at the Company and may also communicate with other shareholders to share and elicit views regarding the corporate governance of the Issuer.

Mr. Lampert has communicated to members of management and other directors that the best interests of the shareholders will be served by the Issuer improving its operating plan and executing on its strategic opportunities. Mr. Lampert strongly believes, and has communicated this belief to the other directors, that an extraordinary transaction, involving either a change of control or the issuance of additional equity securities, when the market does not fully reflect the Issuer's potential, would not be in the best interests of the Issuer's shareholders. The Filing Persons intend to continue to evaluate their alternatives as circumstances develop.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5 is hereby amended as follows:

(a) Pursuant to that certain Joint Filing Agreement, entered into by and among the Filing Persons, dated as of October 10, 2000, each of ESL, Limited, Institutional, Acres, Marion and Mr. Lampert may be deemed to beneficially own 21,762,643 Shares (which is approximately 17.07% of the Shares outstanding as of June 6, 2000, as disclosed in the Issuer's 10-Q filed with the Securities and Exchange Commission on June 20, 2000).

(b)

	Sole Voting Power -----	Shared Voting Power -----	Sole Dispositive Power -----	Shared Dispositive Power -----
ESL Partners, L.P.	10,775,083	0	10,775,083	0
ESL Limited	2,645,021	0	2,645,021	0
ESL Institutional Partners, L.P.	348,528	0	348,528	0
Acres Partners, L.P.	6,867,928	0	6,867,928	0
Marion Partners, L.P.	1,124,840	0	1,124,840	0
Edward S. Lampert	1,243	0	1,243	0

(c) Since the most recent filing on Schedule 13D, the only transaction in the Shares was an additional 661 Shares issued to Mr. Lampert pursuant to Mr. Lampert's role as a director of the Issuer since December 9, 1999, and pursuant to the Issuer's director compensation plan.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 is hereby amended as follows:

Except as set forth in Item 4 and Item 5 hereof, there are no contracts, arrangements, understandings or relationships between ESL, Limited, Institutional, Acres, Marion, Mr. Lampert or any other person with respect to the securities of the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 is hereby amended in its entirety as follows:

Exhibit 1. Joint Filing Agreement, dated as of October 10, 2000, entered into by and among ESL, Limited, Institutional, Acres, Marion and Mr. Lampert.

Exhibit 2. Letter Agreement, dated as of October 10, 2000, entered into by and among ESL Investments, Inc. and AutoZone, Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Amendment No. 6 is true, complete and correct.

Date: October 10, 2000

ESL PARTNERS, L.P.

By: RBS Partners, L.P., its general partner

By: ESL Investments, Inc., its general partner

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Chairman

ESL LIMITED

By: ESL Investment Management, LLC,
its investment manager

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Managing Member

ESL INSTITUTIONAL PARTNERS, L.P.

By: RBS Investment Management, LLC,
its general partner

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Managing Member

ACRES PARTNERS, L.P.

By: ESL Investments, Inc., its general partner

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Chairman

MARION PARTNERS, L.P.

By: ESL Investments, Inc., its general partner

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Chairman

/s/ EDWARD S. LAMPERT

EDWARD S. LAMPERT

INDEX TO EXHIBITS

EXHIBIT NUMBER -----	DESCRIPTION -----
1	Joint Filing Agreement, dated as of October 10, 2000, entered into by and among ESL Partners, L.P., ESL Limited, ESL Institutional Partners, L.P., Acres Partners, L.P., Marion Partners, L.P. and Edward S. Lampert.
2	Letter Agreement, dated as of October 10, 2000, entered into by and among ESL Investments, Inc. and Autozone, Inc.

EXHIBIT 1

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them a Statement on Schedule 13D (including amendments thereto) with regard to the common stock of AutoZone, Inc., and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filings. In evidence thereof, the undersigned, being duly authorized, hereby execute this Agreement as of the 10th day of October, 2000.

Date: October 10, 2000

ESL PARTNERS, L.P.

By: RBS Partners, L.P., its general partner

By: ESL Investments, Inc., its general partner

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Chairman

ESL LIMITED

By: ESL Investment Management, LLC,
its investment manager

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Managing Member

ESL INSTITUTIONAL PARTNERS, L.P.

By: RBS Investment Management, LLC,
its general partner

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Managing Member

ACRES PARTNERS, L.P.

By: ESL Investments, Inc., its general partner

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Chairman

MARION PARTNERS, L.P.

By: ESL Investments, Inc., its general partner

By: /s/ EDWARD S. LAMPERT

Edward S. Lampert
Chairman

/s/ EDWARD S. LAMPERT

EDWARD S. LAMPERT

LETTER AGREEMENT

AUTOZONE, INC.
123 SOUTH FRONT STREET
MEMPHIS, TENNESSEE 38103-3607

October 10, 2000

ESL Investments, Inc.
One Lafayette Place
Greenwich, Connecticut 06830

Ladies and Gentlemen:

The purpose of this letter, which shall be a binding agreement between us upon its execution by ESL Investments, Inc., a Delaware corporation ("ESL"), is to set forth the agreement between AutoZone, Inc., a Nevada corporation (the "Company"), and ESL concerning the voting of certain shares of the Company's stock not currently owned by ESL.

The Company will terminate its Rights Agreement, dated as of March 21, 2000 (the "Rights Agreement"), by amending the Rights Agreement's expiration date to October 20, 2000. ESL, on behalf of itself and each of its affiliates (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended), agrees to take such action as may be required to ensure that during the period from October 20, 2000 through April 1, 2004, without the prior written consent of the Company, any shares of common stock of the Company acquired by ESL or any of its affiliates after October 20, 2000 and before April 1, 2004 (the "Acquired Shares") are not voted on any matter presented at any meeting of shareholders of the Company and that no written consent is executed with respect to any Acquired Shares for any matter presented to the shareholders of the Company. In addition, during such period, ESL, on behalf of itself and each of its affiliates, agrees to use all reasonable efforts to provide for the Acquired Shares to be present for determining a quorum at all shareholder meetings of the Company. The term "Acquired Shares" shall not include any securities received by ESL or any of its affiliates directly from the Company. This letter agreement shall not affect ESL's voting rights with respect to shares held by ESL or any of its affiliates that are not Acquired Shares.

If this letter is countersigned by ESL and becomes a binding agreement, the Company and ESL agree that this agreement shall be governed by, and construed in accordance with the internal laws of the state of Nevada, without giving effect to the principles of conflicts of laws thereof. In addition, we each acknowledge that money damages are an inadequate remedy for breach of this agreement because of the difficulty of ascertaining the amount of damage that will be suffered in the event that such agreement were breached. Therefore, we each agree that the parties to this agreement may obtain specific performance of such agreement and injunctive or other equitable relief as a remedy for any such breach, and each party further waives any requirement for the securing or posting of any bond in connection with any such remedy. Such

remedy shall not be deemed to be the exclusive remedy for breach of this agreement, but shall be in addition to all other remedies available at law or at equity. In the event that either party to this agreement believes that the other party is in breach of this agreement, prior to commencing any litigation with respect to such breach, the non-breaching party shall give written notice of the alleged breach to the breaching party and provide the breaching party with a reasonable opportunity to respond. This agreement may be modified or waived only by a separate writing between the Company and ESL expressly so modifying or waiving such agreement.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter, which will constitute our agreement with respect to the matters set forth herein.

Very truly yours,

AUTOZONE, INC.

By: /s/ HARRY L. GOLDSMITH

Name: Harry L. Goldsmith
Title: Sr. V.P. & Secretary

By: /s/ ROBERT J. HUNT

Name: Robert J. Hunt
Title: Executive V.P. & CFO

Confirmed and agreed to as of the date first above written, upon which this shall become a binding agreement:

ESL INVESTMENTS, INC.,
on behalf of itself and its affiliates

By: /s/ WILLIAM C. CROWLEY

Name: William C. Crowley
Title: President