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NOTICE OF FACTOR'S LIEN

Notice is hereby given that the Industrial Crane & Equipment Corp., has entered into a written agreement, dated November 24, 1965, with MERCANTILE FINANCIAL CORPORATION which provided that MERCANTILE FINANCIAL CORPORATION shall have a continuing lien upon the merchandise of Industrial Crane & Equipment Corp., and the accounts receivable and other proceeds resulting from the sale or other disposition of any such merchandise.

1. The name of the factor is MERCANTILE FINANCIAL CORPORATION, organized under the laws of the State of Delaware, whose principal place of business is 7 South Dearborn Street, Chicago, Illinois, with an office at 270 Peachtree Street, N. W., Atlanta, Georgia.
2. The name of the Borrower is the Industrial Crane & Equipment Corp., organized under the laws of the State of Alabama, whose principal place of business is Helena Industrial Park, Helena, Ala.
3. The interest of the borrower in the merchandise and/or accounts receivable subject to or to become subject to the Factor's Lien, as far as is known to MERCANTILE FINANCIAL CORPORATION, is that of owner.
4. The general description of the merchandise and/or accounts receivable subject thereto is as follows:

All inventory of goods and materials on hand for resale and all raw materials and goods-in-process and finished goods maintained for sale, whether or not requiring further manufacturing or processing, including all such merchandise now owned by the borrower and that which will come into existence hereafter and shall subsequently be acquired or owned by the borrower, including, but without limiting the generality thereof, to Electric motors, Electrical controls,
(description of inventory)
Sheet steel, steel rods, angle iron and other component parts
commonly used in the manufacturing of electric overhead cranes.
The principal location(s) of this merchandise is (are) _____
Helena Industrial Park, Helena, Alabama
(list all locations)

The general character of the accounts receivable subject to or to be subject to the lien is accounts receivable owing from

purchasers of any of borrower's merchandise, whether raw material, work-in-process or finished goods.

5. The period of time during which loans or advances may be made under the terms of the written agreement between factor and borrower is from

November 24, 1965

to ~~XXXXXXXXXXXX~~ Indefinite ^{JB}

INDUSTRIAL CRANE & EQUIPMENT CORP.

(Borrower)

BY:

J. Billmeier
President

ATTEST:

James L. Nash
Secretary

MERCANTILE FINANCIAL CORPORATION

BY:

Carson
Vice President

ATTEST:

Thomas B. DeVarin

STATE OF GEORGIA)
)SS
COUNTY OF FULTON)

I, Margaret J. Parker, a notary public do hereby certify that on the 24 day of Nov, 1965, J. L. Billmeier, personally appeared before me and being first duly sworn by me, acknowledged that he signed the foregoing notice as the President of Mercantile Financial Corporation and declared that the statements therein contained are true to the best of his knowledge.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Margaret J. Parker
Notary Public

My commission expires: 2/16/66

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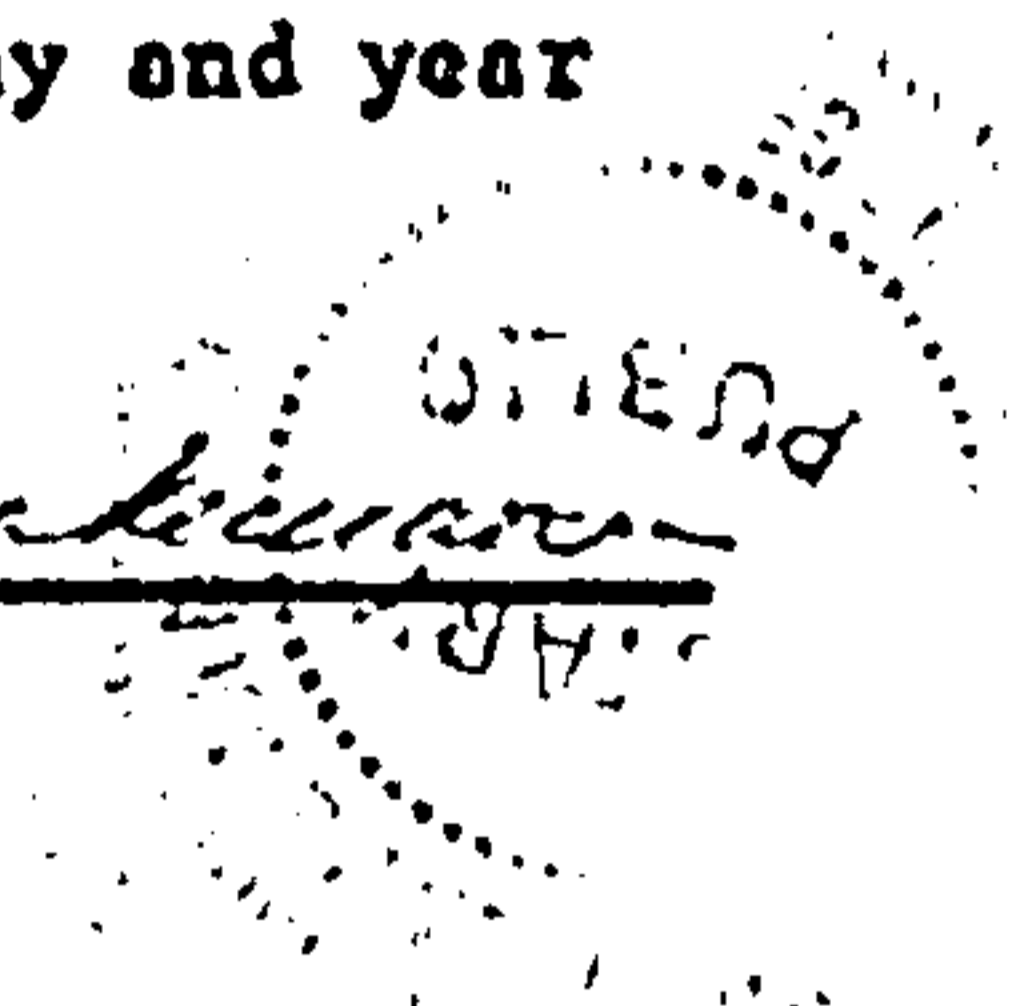


STATE OF GEORGIA)
)SS
COUNTY OF FULTON)

I, Helen Blakeman, a notary public do hereby certify
that on the 24th day of November, 1965, E. M. Davis
personally appeared before me and being first duly sworn by me, acknowledged
that he signed the foregoing notice as the Vice President of
Mercantile Financial Corporation, and declared that the statements
therein contained are true to the best of his knowledge.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year
first above written.

Helen Blakeman



My commission expires: November 20, 1966

STATE OF GA. SNEYDY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 11/20/65
RECORDED IN BOOK 177
& SERIALIZED IN 177
PAGE OF PRODATE