STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

## Important: Read Instructions on Back Before Filling out Form.

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(1) FILING OFFICER COPY - ALPHABETICAL (2) FILING OFFICER COPY - NUMBER OF ALPHABETICAL

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional		This FINANCING S	TATEMENT is or	esented to 😘	- <b></b>	<del>-</del>
1. Return copy or recorded original acknowledgement to:	Sheets Presented:		filing pursuant to the THIS SPACE FOR USE OF I			<u></u>	
			Dale, Time, Number & Filing	Office		/2000-44 AM CERTI	•
Pre-paid Acct. #					•	" N B	*
2. Name and Address of Debtor	(Last Name First if a	<del></del>				は	8
OXY Tire, Inc.	(Lasi Mame Fifst i) a	Person)				20 可温器	
2160 Highway 89		i					
Montevalo, AL 35115							
Social Security / Tax ID #							
2A. Name and Address of Debtor (IF ANY)	(Last Name First if a F	Person)					
Social Security/Tax ID #							
☐ Additional debtors on attached UCC-E	<del></del>		FILED WITH: AL-Shelby Cou	intu			<u> </u>
3. NAME AND ADDRESS OF SECURED PARTY) (Last Name	ti		· · · · · · · · · · · · · · · · · · ·	incy			
Case Credit Corp.	rirst if a Person)		4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PAR		(IF ANY)	(Last Name First i	if a Person)
P.O. Box 292							
Racine, WI 53401							
Social Security/Tax ID #							
Additional secured parties on attached UCC-E	··· · · · · · · · · · · · · · · · · ·						
5. The Financing Statement Covers the Following Types (or item			<del></del>	<del> </del>		· · · · · · · · · · · · · · · · · · ·	
See attached for collateral.							
						5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:	
						——————————————————————————————————————	
						<del></del>	
						<del></del>	
Check X if covered: Products of Collateral are also covered						<del></del>	<del></del>
his statement is filed without the debtor's signature to perfect a check X if so)	security interest in collateral	7.0	omplete only when filing with	the ludes of C	<u></u>		<del>_</del>
already subject to a security interest in another jurisdiction whe aiready subject to a security interest in another jurisdiction whe to this state.	n il was brownts inch with a	1	he initial indebtedness secure lortgage tax due (15¢ per \$10)	d by this financi	ng statement is	s	·
which is proceeds of the original collateral described above in verfected.		8. E	This financing statement coldexed in the real estate morto	vers timber to be	cut, crops, or	fixtures and is to be cro	<u></u>
acquired after a change of name, identity or corporate structure as to which the filing has lapsed.	of debtor	ia	Sie	Dature(s) of Sec	ured Code/ice	<del></del>	othave
Signature(s) of Debtor(s)	1. Agent COS		inequired only if	illed without det	tor's Signature	- see Box 6)	<del></del>
Signature(s) of Debtor(s)	·		Signature(s) of Secured F	Party(ies) or Assig	nee		<del></del> .
OXY Tire, Inc. Type Name of Individual or Business	······································		Signature(s) of Secured F	'arty(ies) or Assig	nee	<del></del>	<del></del>
LING OFFICER COPY - ALPHARETICAL (2) STUDIO OFFICER			Type Name of Individual of	or Business			<del></del>

P04

12-13-00 03:11 RHYNO

ID=2054245010

## Account # 229603

SECURITY AGREEMENT

Assocurity for the Obligations, as hareafter defined, of the undersigned, or guarantors of the undersigned ("Debtor to Soris Financial, a Division of Case Credit Corporation or any atfiliated company ("Secured Party"). and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Debtor grants Secured Party a security interest in the following property, wherever located, whether now owned or hereafter acquired by Debtor, and all additions and accessions thereto and all products and proceeds thereof ("Collateral"):

All inventory, including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins, repossessions and service parts.

All motor venicles, all fedures, and all equipment, including but not limited to, furniture, maininery, tooling, supplies and computers.

Accounts, receivables, contract rights, chattel paper, instruments, general intengible documents of title.

All property, to include but not limited to all Real property, intangible property and any intangentual property.

The term "Obligations" is used herein in its broadest and most comprehensive sense, and i without lingitation, any and all present and future debts, obligations and liabilities of Debtor to Secure Party. whether direct, contingent, joint, several. liquidated or unliquidated, as surety or guarantor, pursuant to an writing. and all amendments thereto and any extensions or renewals thereof.

Secured Party may verify accounts, chattel paper and contract rights and general intengibles in any manner, and Debtor shall assist Secured Party in so doing. Secured Party may at any time and Debtor shall, upon request of Secured Party, notify the account debtors to make payment directly to the Secured Party, and Secured Party may in the name of Debtor or otherwise receive, collect and receipt for the payment of all monies bayable with respect to the accounts, contract rights, chattel paper and general intangibles and give full discharge merefor, endorse they checks, drafts, money orders or instruments for the payment thereof payable to or to the tree of Debtor reserved by Secured Party in connection therewith; sue for, settle, adjust and compromise all present and future clasms arising thereunder or in connect therewith; sell, assign, pledge or make any other agreen at with respect tereto; and exercise all other rights and remedies that Debtor would have with respect thereto but for this Security Crowment

btor shall maintain the Collateral in good condition and repair and not permit its value to be impaired: keep it from all liens, encumbrances and security interests (other than as permitted by Secured Party) defend it agains and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, liminse fees, levies and other charges upon it not sell, lease or otherwise dispose of it or permit it to become a fixture an accession to other goods, except for sales or leases of inventory in the ordinary course of pebtor's busines not permit it to be used in violation of any applicable law, regulation or policy of insurance; at a set Collater consisting of instruments and chattel paper, preserve rights in it against prior parties.

nless otherwise agreed in writing by Secured Party, Debtor shall keep the Collateral and Secured Party's interest it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Secured Party from time to time, and shall furnish evidence of such insurance satisfactory to Secured barty. The Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurand and any premium refund, and authorizes Secured Party to endorse in the name of Debtor any instrument for such proceeds or refunds and, at the option of the Secured Party, to apply such proceeds and refunds to any unpaid Liance of the Obligations whether or not due, and/or to restoration of the Collateral, returning any excess to Debt Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under a insurance on the Collateral.

Sebtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the collateral or to establish, determine the priority of, continue perfected, terminate and/or aforce Secured Party's Interest in it or rights under this Security Agreement.

petror shall pay and discharge all lawful taxes, assessments and governmental charges upon Debter or against s properties prior to the date on which panalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

he name appearing below is the correct name of Debtor, and Debtor does not do business under any other name. Debtor shall immediately advise Secured Party of a change of name, identify, or corporate stature. The address when the Collate will be kept, if different from that appearing below Debtor's signature, is as follows:

Montey lio AL and Helena AL. No location shall be changed without the prior written consent of Secure Party. but the ferties intend that the Collateral, wherever located, is covered by this Security Agreement.

page Dot 2

Initial 65.1.111A-

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If Debtor is a corporation, it warrants that, having due regard to all restrictions contained in the Articles of Incorporation, Charter, Code of Regulations and By-Lews of Debtor, it has the power and authority to enter into this Security Agreement in the manner set out herein, and Debtor has taken all steps necessary to insure that this Security Agreement is legally valid and enforceable against Debtor in accordance with its terms and conditions.

In the event Debtor shall default on the Obligations, Secured Party shall have, in addition to all other rights and remedies provided by law, the remedies of a secured party water the Uniform Commercial Code including a without limitation, the right to take possession of the Colleteral and this purpose Secured Party may enter upon the premises where the collateral may be situated and remove the therefrom. Debtor will be responsible to ALL of Secured Party's attorney's fees and costs in connection ALL against brought either against or by Secured Party in connection with the obligations. In the event Secured Party takes possession of the Collateral, Secured Party may without notice sell the same at public or private sale or otherwise in such manner and upon such terms as shall appear to Secured Party to be reasonable and apply the proceeds of such sale or disposition, less the expenses incurred by Secured Party to the partial or complete satisfaction of the obligations.

This Security Agreement or a photocopy thereof may be filed as a financing statement. Debtor appoints Secured Party as Debtor's true and lawful agent for the purpose of executing financing statements and amendments thereto on behalf of and in the name of Dabtor which evidence Secured Party's security Intent in the

DEBTOR HEREBY AGREES TO THE EXCLUSIVE VENUE AND JURISDICTION OF ANY COURT IN Collateral. THE STATE OF WISCONSIN FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR OBLIGATIONS, WITH THE SOLE EXCEPTIONS THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL OR ANY OTHER ASSETS, HOWEVER DENOMINATED, OF THE DEBTOR, AT THE SOLE DISCRETION OF THE SECURED PARTY BE BROUGHT I A STATE OR FEDERAL JURISDICTION WHERE THE COLLATERAL OR OTHER ASSETS ARE LOCATED DEBTOR AND OR GUARANTORS EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE OF VENUE OF ANY AND ALL LITIGATION BROUGHT IN CONNECTION OF ACCORDANCE HEREWITH

DEBTOR AND SECURED FARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OF PROCEEDING RELATING TO THIS AGREEMENT, ANY COLLATERAL, OR ANY DOCUMENT DELIVERED HEREUNDER OR IN CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTED TO ANY WITHE FOREGOING, DEBTOR AND SECURED

PARTY REPRESENT THAT HIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN. Signed this 14 hay of Dec 2000

Odessa Mines, inc. Debtor: (1) Rhyno USA, Inc.

OXY Tire, Inc.

Habshey Equipment Co, Inc.

Seminole Contracting Co, Inc. (5)First Gulf Properties

(6)Habghey Terry Mapris SE

By:

Title:

Pres. and Partner

Terry M. Habshey President, Partner.

Debtor.

Individually and Guarantor

By:

/Terry M. Habshey Individual, Guarantor.

Title:

177 Elvira Road

Debtor's ACCORDS

Helena, Alabama 35080

Collections Department

Secured Party: Case Credit Company Attn: Soris Collections 233 Lake Avenue Racine. Wt 53403.

By:

YWUST BE SIGNED!

Title:

Signed this 14 day of \_\_\_\_\_\_ 200

## CONTRACT - ADDENDUM "A" -

Dealer No. 102267

Credit Application No. \$95164-D

THIS IS ADDI	ENDUM "A" TO THAT	CERTAIN RETAIL INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT, CHA	ATTEL
MORTGAGE,	SECURITY AGREEME	ENT. LEASE, CONDITIONAL SALES CONTRACT OR OTHER CONTRACT (THE "CONTI BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.	RACT")
DATED	2E6 12 523	BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.	

Additional Equipment:

le Price
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Inst # 2000-44580

12/22/2000-44580
10:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

They III task

1 3 19 Date

Tipe (If Applicable)