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

Important: Read Instructions on Back Before Filling out Form.

58819

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented	3	This FINANCING STATEMENT is presented	to a ming Officer to Li
 Return copy or recorded original acknowledgement to 			THIS SPACE FOR USE OF FILING OFFICER	ode in the second
			Date, Time, Number & Filing Office	4 H 8 8
•				
Pre-paid Acct. #			• ,	
Name and Address of Debtor Habshey Equipment Co., Inc.	(Last Name First if	a Person)		
7000 Highway 25	•			S 4.0 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
Montevallo, AL 35115				₩ -
Social Security/Tax ID #	_			
A. Name and Address of Debtor (IF ANY)	(Last Name First if	a Person)		
		İ		
Social Security/Tax ID #				
	<u> </u>		AL-Shelby County	
Additional debtors on attached UCC-E	· · · · · · · · · · · · · · · · · · ·			
NAME AND ADDRESS OF SECURED PARTY) (Last Name Case Credit Corp.	ne First if a Person)		4. NAME AND ADDRESS OF (IF ANY ASSIGNEE OF SECURED PARTY	(Last Name First if a Person
P.O. Box 292			A SOUTH OF SECOND AND	
Racine, WI 53401				
Social Security/Tax ID #		ĺ		
	:			
Additional secured parties on attached UCC-E				
The Financing Statement Covers the Following Types (or ite ee attached for collateral				<u> </u>
magging for collacelar	•			
				5A. Enter Code(s) From Back of Form That
				Best Describes The Collateral Covered
				By This Filing:
				
heck X if covered: Products of Collateral are also covere	ad			
is statement is filed without the debtor's signature to perfect leck X, if so)	a security interest in collate	eral 7	Complete only when filing with the Judge of Probate:	
ready subject to a security interest in another jurisdiction wi	hen it was brought into this		The initial indebtedness secured by this financing state	
ready subject to a security interest in another jurisdiction whether the state.	hen debtor's location chang	jed	Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$	
hich is proceeds of the original collateral described above is erfected.	n which a security interest is	s 8	This financing statement covers timber to be cut, croindexed in the real estate mortgage records (Describe ran interest of record give name of record gives	
errected. Equired after a change of name, identity or corporate structu		l	an interest of record, give name of record owner in Box	5)
to which the filing has lapsed.			Signature(s) of Secured Pa (Required only if filed without debtor's Signature)	arty(ies) gnature — see Boy 6)
Yeoda V Frihank A	Dont 1 1c			3 346 COX 0)
Signature(s) of Debtor(s)	1 MINT CAS		Signature(s) of Secured Party(ies) or Assignee	······································
Signature(s) of Debtor(s)	·			
abshey Equipment Co., Inc.			Signature(s) of Secured Party(ies) or Assignee	
Type Name of Individual or Business			Type Name of Individual or Business	
ING OFFICER COPY - ALPHABETICAL (3) FILING OFFICER	COPY-ACKNOWLEDGEMENT	····		

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT

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ID=2054245010

Account # 229603

SECURITY AGREEMENT

As security for the Obligations, as hereafter defined, of the undersigned, or guarantors of the undersigned ("Debtor to Sons Financial, a Division of Case Credit Corporation or any affiliated company ("Secured Party"), and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Debtor graints 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 fodures, and all equipment, including but not limited to, furniture, mathinery, tooling, supplies and computers.

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

All property, to include but not limited to all Real property, Intangible property and any intagectual property.

The term "Obligations" is used herein in its broadest and most comprehensive sense, and i without limitation, 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 beyable with respect to the accounts, contract rights, chattel paper and general intengibles and give full discharge merefor, endorse the checks, drafts, money orders or instruments for the payment thereof payable to or to the little of Debtor reserved by Secured Party In connection therewith; sue for, settle, adjust and compromise all present and future claims arising thereunder or in connect therewith; sell, assign, pledge or make any other agreement with respect thereto; and exercise all other rights and remedies that Debtor would have with respect thereto but for this Security Comment

btor shall maintain the Collateral in good condition and repair and not pennit its value to be impaired: keep it tom 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 what due all taxes, little need, levies and other charges upon it: not sell, lease or otherwise dispose of it or permit it to become a fixture of an accession to other goods, except for sales or leases of inventory in the ordinary course of Debtor's busines not permit it to be used in violation of any applicable law, regulation or policy of insurance; and as to 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 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 barry. The Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurant 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 unpeid lelance 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.

ebtor 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 Force 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 Debtor of against 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, identity, or corporate stature. The address appearing below Debtor's signature is Debtor's chief executive office. The address where the Collate will be kept, if different from that appearing below Debtor's signature, is as follows:

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

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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 under the Uniform Commercial Code including without limitation, the right to take possession of the Collateral and this purpose Secured Party may enter upon the premises where the collateral may be situated and remove the time therefrom. Debtor will be responsible for ALL of Secured Party's attorney's fees and costs in connection ALL digation brought either adaliast 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 Debtor which evidence Secured Party's security Intent in the

DEBTOR HEREBY AGREES TO THE EXCLUSIVE VENUE AND JURISDICTION OF ANY COURT IN THE STATE OF WISCONSIN FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, DUT 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 IN 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 VINUE OF ANY AND ALL LITERATION BROUGHT IN CONNECTION OR ACCORDANCE HEREWITH.

DEBTOR AND SECURED PARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ON PROCEEDING RELATING TO THIS AGREEMENT, ANY COLLATERAL, OR ANY LYDGUMENT DELIVERED HERE WAY OR THE FOREGOING, DEBTOR AND SECURED TRANSACTION ARISING FROM OR CONNECTED TO AND ATTHE FOREGOING, DEBTOR AND SECURED PARTY REPRESENT THAT HIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Debtor: (1) Odessa Mines, ivc.

(2) Rhyno USA, Inc.

(3) OXY Tire, Inc.

(4) Hebshey Equipment Co, Inc.

(5) Seminole Contracting Co, Inc.

(6) First Guif Properties

(7) Habshey, Terry Mapre SS

By: X May M. Fusident, Partner.

Title: Terry M. Habshey President, Partner.

Debtor:

Signed this 14 day of Dec., 200

Ву:

Individually and Guarantor

Title

Tarry M. Habshey Individual, Guarantor.

Debtors

177 Elvira Road

Address

Helena, Alabama 35080

Secured Party: Case Credit Company, Attn: Sons Collections 233 Lake Avenue Racine, WI 53403.

By:

IN UST BE SIGNED!

Title:

Collections Department

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CONTRACT - ADDENDUM "A"

Dealer No. 202267

Credit Application No. 95164-D

THIS IS ADDENDUM "A" TO THAT CERTAIN RETAIL INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT, CHATTEL MORTGAGE, SECURITY AGREEMENT, LEASE, CONDITIONAL SALES CONTRACT OR OTHER CONTRACT (THE "CONTRACT") DATED SEP 1 3 1935 BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

			<u> </u>
	Serial Number	Cash Sa	le Price
	87A3875		\$0.00
	731041		\$0,00
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	42X385		\$0.00
	730895		\$0.00
	56445-10		\$0.00
· ·	000004		\$0.00
	000003		\$0.00
$\mathcal{U} = \mathcal{U}$	000005		\$0.00
	V0000005		\$0.00
	N16906		\$0,00
	N16907		\$0.00
	ARL112575		\$0.00
	004-1099-10D		\$0.00
The second secon	005-1099-10D		\$0.00
The second second	C01-1099-09D		\$0.00
Carry	004-1099-46T		\$0.00
	003-1099-46T		\$0.00
	002-1099-25T		\$0.00
age of the	003-1099-25T		\$0.00
*10 (1.4) et (1.5)	002-1099-80L		50.00
	89P3631		\$0.00
	3PR723		\$0.00
The second secon	3PR724	,ć,	\$0.00
	3PE725		\$0.00
A Comment of the Comm	Total	*	50.00
		87A3875 731041 42X385 730895 56445-10 000004 000003 000005 V0000005 N16906 N16907 ARL112575 004-1099-10D 005-1099-10D 005-1099-10D 501-1099-09D 004-1099-46T 003-1099-25T 003-1099-25T 003-1099-25T 003-1099-80L 89P3631 3PR723 3PR724 3PR725	87A3875 731041 42X385 730895 56445-10 000004 000003 000005 V0000005 N16906 N16907 ARL112575 004-1099-10D 005-1099-10D 005-1099-9D 004-1099-48T 003-1099-25T 003-1099-25T 002-1099-80L 89P3631 3PR724 3PR724 4

Inst # 2000-44583

12/22/2000-44583 · 10:04 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 CJi i8.00

Odessa Mines, Inc.

Print Purchaser Name

Myley III. Xas

Purchaser Signature

Date

Tipe (if Applicable)