Shelby Adstract of Alabama — Uniform Commercial Code — Financing Statement Form UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registré, In
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

CTANDADO FORMA

58821

(1) FILING OFFICER CORY ALPHARETICAL MUSIC DEDICED CORY ACKNOWLEDGE APPLIE

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	<u>ک</u>	This FINANCING STATEMENT is pro-		fficer for
Return copy or recorded original acknowledgement	<u> </u>		S SPACE FOR USE OF FILING OFFICER e, Time, Number & Filing Office	rectal COCE.	
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Pre-paid Acct #				ì	
2 Name and Address of Debtor Habshey Equipment Co., In	(Last Name First if a l	Person)		Ö	2 3 3
2160 Highway 89				ณิ	
Montevalo, AL 35115				#	໙ ີ 8≴
				ب <u>د</u> اگا	
				Ž H	다. 등 등
Social Security/Tax ID #	Last Name First if a	Person)		• •	₩
•					
Social Security/Tax ID #		CH (D WITH:		
☐ Additional debtors on attached UCC-E	· · · · · · · · · · · · · · · · · · ·		L-Shelby County		
3. NAME AND ADDRESS OF SECURED PARTY) (Last	Name First if a Person)		NAME AND ADDRESS OF	(IF ANY)	(Last Name First if a Person)
Case Credit Corp.		,	ASSIGNEE OF SECURED PARTY		
P.O. Box 292 Racine, WI 53401					
Social Security/Tax ID #	<u>. </u>				
Additional secured parties on attached UCC-E					
5. The Financing Statement Covers the Following Types (.			
See attached for collater	al.				
				F.	F=1== 0 = 1=1=
					Enter Code(s) From Back of Form That Best Describes The
					Collateral Covered By This Filing:
					<u> </u>
Check X if covered: Products of Collateral are also c. This statement is filed without the debtor's signature to pe		eral 7. Co	mplete only when filing with the Judge of	Probate:	
(check X, if so) already subject to a security interest in another jurisdiction	on when it was brought into this	state.	e initial indebtedness secured by this fina ortgage tax due (15¢ per \$100.00 or fractio	ncing statement is \$	
I already subject to a security interest in another jurisdiction to this state. I which is proceeds of the original colleges described the	_	8. 🗆	This financing statement covers timber to	be cut, crops, or fix	tures and is to be cross
which is proceeds of the original collateral described ab perfected.		s I ind	exed in the real estate mortgage records interest of record, give name of record over the cord of the	(Describe real estate	and if debtor does not have
acquired after a change of name, identity or corporate st as to which the filing has lapsed.	ructure of debtor		Signature(s) of (Required only if filed without	Secured Party(ies) debtor's Signature -	see Box 6)
Sunta Kahats	As Acount	کلا			
Signature(s) of Debtor(s)	0		Signature(s) of Secured Party(ies) or A	ssignee	
Signature(s) of Deblor(s)	•		Signature(s) of Secured Party(ies) or A	ssignee	· <u> </u>
Habshey Equipment Co., In Type Name of Individual or Business	ic.		Type Name of Individual or Business	·	

1 RHYNO

2003

Account # 229603

12-13-00 63:1

SECURITY AGREEMENT

Ad 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 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 fodures, and all equipment, including but not limited to, furniture, maininery,

Accounts, receivables, contract rights, chattel paper, instruments, general intengible tooling, supplies and computers.

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

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 untiquidated, as surety or guarantor, pursuant to anywriting.

Secured Party may verify accounts, chattel paper and contract rights and general intengibles in any and all amendments thereto and any extensions or renewals thereof. 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 receivs, collect and receipt for the payment of all monies payable with respect to the accounts, contract rights, chatter paper and general intengibles and give full discharge merefor, endorse any checks, drafts, money orders or instruments for the payment thereof payable to or to the order 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

btor shall maintain the Collateral in good condition and repair and not pennit its value to be impaired; keep it from all liens, encumbrances and security interests (other than as permitted by Secured Party) defend Security orvement it agains and legal proceedings by persons other than Secured Party; pay and discharge what due all taxes, liminse fees, levias 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 pebtor'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 Party. The Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurance 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 planes of the Obligations whether or not due, and/or to restoration of the Collateral, returning any excess Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims

ebici shall pay all expenses and, upon request, take any action reasonably deemed advisable by under a insurance on the Collateral. Secured Party to preserve the collateral or to establish, determine the priority of, continue perfected, terminate

and/or force Secured Party's Interest in it or rights under this Security Agreement. ebtor shall pay and discharge all lawful taxes, assessments and governmental charges upon Debtor of 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, identity, or corporate structure. 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:

Montey 110 AL and Helena AL. No location shall be changed without the prior written consent of Secure Party. but the larties intend that the Collateral, wherever located, is covered by this Security Agreement.

page Dota

Initial B. 1.MA-

FROM:414 535 6883

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 me therefrom. Debtor will be responsible for ALL of Secured Party's attorney's fees and costs in connection ALL against brought either adainst or by Secured Party in connection with the obligations. In the even: 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 saletor 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 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 VINUE OF ANY AND ALL LITERATION BROUGHT IN CONNECTION OF

DEBTOR AND SECURED INTER HERRE'S JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT ACCORDANCE HEREW!TH. TO TRIAL BY JURY IN ANY ACTION ON PROCEEDING WELATING TO THIS AGREEMENT, ANY COLLATERAL OR ANY L'OCUMENT DELIVERED HEREURY JUR OR DIE CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTED TO AND NETHE FOREGOING. CERTOR AND SECURED PARTY REPLESENT THAT INS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN. Signed this 14 ay of Rec 200 d

Odessa Mines, N.C. Debtor: (1) Rhyno USA, Inc. (2)

OXY Tire, inc.

(3) Habshey Equipment Co, Inc. (4) Seminole Contracting Co, Inc.

(5)First Gulf Properties (6) (7) Habyhey, Terry Maone, 554

By:

Pres. and Partner

Title:

Terry M. Habshoy President, Partner.

Debtor:

Signed this 14 day of _______ 200_ Individually and Guarantor

Ву:

Terry W. Habshey Individual, Guarantor.

Title:

177 Elvira Road

Debtors Address

Heiena, Alabama 35080

Secured Party: Case Credit Company Atm. Soris Collections 233 Lake Avenue Racine. Wil 53403

By.

WUST BE SIGNED!

Title:

Collections Department

Page (2060)

CONTRACT - ADDENDUM "A"

Dealer No. 102267

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____BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

quipment:	Serial Number	Cash Sale Price
Description	87A3875	\$0.00
at 988A Rubber Tired Loader	731041	\$0.00
rilltech D40 K DRILL Blasthole Drill	42X385	\$0.00
or 992C Rubber Tired Loader	730895	\$0.00
rilltech D50 K DRILL Blast Hole Drill	56445-10	\$0.00
ima 2400 Dragline	000004	\$0.00
Rhyno RD 1000 Dozer	000003	\$0.0
hygo RD 1000 Dozer	000005	\$0.0
Rhyno RD 1000 Dozer	V0000005	\$0.0
Shyno RL80 Wheel Loader	N16906	\$0.0
Rhyno RT48 Rock Trucks	N16907	\$0.0
Thyno RT+5 Rock Trucks	ARL112575	\$0.0
Rhyno RL25 Whee: Loader	004-1099-10D	S0.0
Rhyno RD:000 Doz:r	005-1098-10D	\$0.0
Rhyno RD1000 Dozer	C01-1099-09D	\$0.0
Rhyno RD900 Dozer	004-1099-46T	\$0.0
Rhyno RT46 Rock Truck	003-1099-46T	\$0.0
Rhyno RT46 Rock Truck	003-1099-25T	\$0.
Rhyno RT25 Rock Truck	003-1099-25T	\$0.
TOTAL PACK TOLCK	coop (O)	SO.
Rhyno RI25 Rock Hook Rhyno RL80 Wheel Loader	89P3631	\$0.
Cat 980B Rubber Tiered Loader	3PR723	\$0.
Cat 777D Rock Truck	3PR723	\$0.
Cat 777D Rock Truck	3PF.725	\$0.
Cat 777D Rock Truck	Total	\$ 50.

Inst # 2000-44584

12/22/2000-44584 10:04 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 18.00 004 CJ1

Odessa Mines, Inc.

Print Purchaser Name

Date

Tipe (If Applicable)