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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM

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

58823

☐ The Debtor is a transmitting utility	Ato of A delice	<u></u> -			
as defined in ALA CODE 7-9-105(n). 1. Return copy or recorded original acknowledgen	No. of Additional Sheets Presented.	3_	This FINANCING STATEMEN filing pursuant to the Uniform	T is presented to a Filing Off	non ##= 프라이 = = 프로스 프로그그 ficer for
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Pre-paid Acct. # 2. Name and Address of Debtor				ic O	18 H 18
Habshey Equipment Co	Inc. (Last Name First if	Person)			4 11 番 8
177 Elvira Rd. Helena, AL 35080					4 1 2 3
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Social Security / Tax ID #				चर	
(IF ANY)	(Last Name First if a	Person)		Ų.	のごろ
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Additional debtors on attached UCC-E			AL-Shelby County		
NAME AND ADDRESS OF SECURED PARTY) (Last	Name First if a Person)	<u></u>	AME AND ADDRESS OF		
Case Credit Corp. P.O. Box 292		^ ~ A	SSIGNEE OF SECURED PARTY	(IF ANY) (La	ist Name First if a Person)
Racine, WI 53401					
		1			
Social Security/Tax ID #					
Additional secured parties on attached UCC-E	· · · · · · · · · · · · · · · · · · ·				
The Financing Statement Covers the Following Types (or items) of Property:				
See attached for collate	ral.			· · · · · · · · · · · · · · · · · · ·	
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				Collati	eral Covered is Filing:
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Bady subject to a security interest in an expension		I The in	ete only when filing with the Judge of itial indebtedness secured by this fina	Probate:	
his state.	When debtor's location changed	Mortga	ige tax due (15¢ per \$100.00 or fraction	on thereoft \$	
ich is proceeds of the original collateral described abovi	e in which a security interest is	8. L.) This indexe	s financing statement covers timber to	be cut, crops, or fixtures an	nd is to be cross
uired after a change of name, identity or corporate structs which the filing has lapsed.	cture of debtor	Lan inte	rest of record, give name of record ov	vner in Box 5)	Debior does not have
Yenda K Boborts	As Amortons	· 	(Required only if filed without	Secured Party(ies) debtor's Signature — see Bo	0× 6)
Signature(s) of Debtor(s)			Signature(s) of Secured Party(ies) or A	SSIQUEE	· · · · · · · · · · · · · · · · · · ·
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OFFICER CORY ALPHARETE	A COPY ACKNOWLEDGEMENT		ype Name of Individual or Business	. <u> </u>	
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Account # 229603

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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

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 vehicles, all fodures, and all equipment, including but not limited to, furniture, mainery.

Accounts, receivables, contract rights, chattel paper, instruments, general intengible and

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

The term "Obligations" is used herein in its broadest and most comprehensive sense, and 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 intangibles 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 payable with respect to the accounts, contract rights, chattel paper and general intengibles and give full discharge merefor, endorse try checks, drafts, money orders or instruments for the payment thereof payable to or to the refer of Debtor regerved 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 il tom all liens, encumbrances and security interests (other than as parmitted by Secured Party) defend it agains and legal proceedings by persons other than Secured Party; pay and discharge what due all taxes, limense 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 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.

pless 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 insurant and any premium retund, and authorizes Secured Party to endorse in the name of Debtor any instrument for such proceeds or refunds and, at the option of the Section Party, to apply such proceeds and refunds to any unpaid lance of the Obligations whether or not due, and/or to restoration of the Collateral, returning any excess to Debte 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 and/or aforce 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 Dabtor or against properties prior to the date on which panalties attach, unless and to the extent only that such taxes, assessiments 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:

Montey The AL and Helena AL. No location shall be changed without the prior written consent of Secure Party, but the sales 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 termstand 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, one remedies of a secured party under the Uniform Commercial Code including 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 for ALL of Secured Party's attorney's fees and costs in connection ALL again brought either against or by Secured Party in connection with the obligations. In the event Secured Partitakes 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 processes 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 Collateral.

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 ILL LITERATION 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 ON PROCEEDING RELATING TO THIS AGREEMENT, ANY COLLATERAL. OR ANY L'OCUMENT DELIVERED HEREURITER OR IN CONNECTION HEREWITH, OR ANY transaction arising from or connected to and the foregoing. Debtor and secured PARTY REPRESENT THAT IT'S WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Debtor: (1) Odessa Mines, inc.

Rhyno USA, Inc.

OXY Tire, Inc.

Habshey Equipment Co, Inc.

Seminole Contracting Co, inc.

First Gulf Properties

Habshey, Terry Maone, 860

By:

Pres. and Partner

Title:

Terry DK Habshey President, Partner.

Debtor.

Signed this 14 day of Dec. 2000

Signed this 14 lay of Dec 200 0

By:

Individually and Guarantor

Title:

/Terry W/Habshey Individual, Guarantor.

Debtor:

177 Elvira Road

Addres

Helena, Alabama 35080

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

By:

WUST BE SIGNED!

Title:

Collections Department

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:

Cat 988A Rubber Tired Loader	Serial Number	Cash Sale Price
Drillech Odo K Della Glader	87A3875	\$0.00
Drilltech D40 K DRILL Blasthole Drill	731041	\$0.00
Cat 992C Rubber Tired Loader	42X385	\$0.00
Drilltech D50 K DRILL Blast Hole Drill	730895	\$0.00
Lima 2400 Dragline	56445-10	\$0.00
Rhyno RD 1000 Dozer	000004	\$0.00
Rhyno RD 1000 Dozer	000003	\$0.00
Rhyno RD 1000 Dozer	000005	\$0.00
Rhyno RT43 Rock Trucks	V0000005	\$0.00
Rhyno RT-3 Rock Trucks	N16906	\$0.00
Physic Plas Mock Trucks	N16907	\$0.00
Rhyno RL25 Whee: Loader	ARL112575	\$0.00
Rhyno RD:000 Doz:r	004-1099-10D	\$0.00
Rhyno RD1000 Dozer	005-1099-100	50.00
	C01-1099-09D	50.00
	004-1099-46T	\$0.00
Rhyno RT46 Rock Truck	003-1099-46T	The state of the s
Rhyno RT25 Rock Truck	002-1099-25T	50.00
Rhyno RT25 Rock Truck	003-1099-251	\$0.00
Rhyno RL80 Wheel Loader	002-1099-80L	\$0.00
Cat 980B Rubber Tiered Loader	89P3631	\$0.00
Cat 777D Rock Truck	3PR723	\$0.00
	3PR724	\$0.00
Cat 777D Rock Truck		\$0.00
	Total	\$0.00
		\$ 50.00

12/22/2000-44585

10:18 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

Purchaser Signature

Date

Tipe (If Applicable)