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

FORM UCC-1 ALA. Important: Read Instructions on Back Before Filling out Form.

57678

/1) Ell ING GEOGER CORV. ALBUARETICAL

	,			
☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No of Additional Sheets Presented:	This FINANCING STATEMENT is presented to fiting pursuant to the Uniform Commercial Co.	a Filing C	Officer for
1. Return copy or recorded original acknowledgement		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office		
		Date, Time, Notices a Fining Office		
Pre-paid Acct. #				
2. Name and Address of Debtor Odessa Mines, Inc.	(Last Name First if a Person)]		_
221 Shadow Lakes Drive			88	였별별
Helena, AL 35080			ហ្គ	AT S S
			4	
			ğ	
Social Security/Tax ID #			20	
2A. Name and Address of Debtor (IF ANY)	(Last Name First if a Person)		#	% ₹ § 3
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			} ~4	
Social Security/Tax ID #		FILED WITH:		
☐ Additional debtors on attached UCC-E		AL-Shelby County		
3. NAME AND ADDRESS OF SECURED PARTY) (Last	Name First if a Person)	4. NAME AND ADDRESS OF (IF ANY	7	(Last Name First if a Person)
Case Credit Corp.		ASSIGNEE OF SECURED PARTY		
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 (•	· · · · · · · · · · · · · · · · · · ·		······································
See attached for collater	al.			
				Enter Code(s) From Back of Form That
				Best Describes The Collateral Covered
				By This Filing:
				
				
Check X if covered: Products of Collateral are also c	·ouered			
This statement is filed without the debtor's signature to pe		7. Complete only when filing with the Judge of Probate:		<u> </u>
(check X, if so) already subject to a security interest in another jurisdiction		The initial indebtedness secured by this financing state		
already subject to a security interest in another jurisdiction to this state.		Mortgage lax due (15¢ per \$100.00 or fraction thereof) 8. This financing statement covers timber to be cut, or	<u></u> _	three and in the first series
Which is proceeds of the original collateral described ab perfected.	ove in which a security interest is	8. This financing statement covers timber to be cut, or indexed in the real estate mortgage records (Describe an interest of record, give name of record owner in Bo	real estate	e and if debtor does not have
acquired after a change of name, identity or corporate st	ructure of debtor	Signature(s) of Secured F		
as to which the filing has lapsed.		(Required only if filed without debtor's S	iignature -	— see Box 6)
Cronola K Koberts	HS Acent LN			
Signature(s) of Debtor(s)	0	Signature(s) of Secured Party(ies) or Assignee		
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assignee		
Odessa Mines, Inc.				
Type Name of Individual or Business		Type Name of Individual or Business		

P04

12-13-00 03: 11 RHYNO .

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 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.

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 fidures, and all equipment, including but not limited to, furniture, mainlery, tooling, supplies and computers.

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

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

The term "Obligations" is used herein in its broadest and most comprehensive sense, and adudes, without lingitation, 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 and 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 payable with respect to the accounts, contract rights, chattel paper and general intangibles and give full discharge merefor, endorse try checks, drafts, money orders or instruments for the payment thereof payable to or to the order 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 it from all liens, encumbrances and security interests (other than as permitted by Secured Party) defend it again; and legal proceedings by persons other than Secured Party; pay and discharge what 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 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 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 Section Party, to apply such proceeds and refunds to any unpeid lance 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.

ebicit 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

ebtor shall pay and discharge all lawful taxes, assessments and governmental charges upon Debtor or against properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessions 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 actives appearing below Debtor's signature is Debtor's chief executive office. The address where the will be kept, if different from that appearing below Debtor's signature, is as follows:

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

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If Deptor is a corporation, it warrants that, having due regard to all restrictions contained in the Articles of incorporation, Charter, Code of Regulations and By-Laws 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 Chigations, Secured Party shall have, in addition to all other rights and remedies provided by law, the remedies of a accured party under the Uniform Commercial Code including without limitation, the right to take possession of the Collateral and at 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 rightion 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 exacuting 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, 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 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 VENUE OF ANY AND ALL LITIGATION 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 SECTION 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.

Debtor: (1) Odessa Mines, Mc.

(2) Rhyno USA, Inc.

(3) OXY Tire, inc.

(4) Hebshey Equipment Co, Inc.

(5) Seminole Contracting Co, Inc.

(6) First Gulf Properties

(7) Habshey, Terry Maone 55

By:

Jelly M. Housey Pres and Partner

Title:

Terry M. Habshey President, Partner.

Debtor:

individually and Guarantor

By:

Tarry W. Habshey Individual, Guarantor.

Title:

177 Elvira Road

Debtor's

Helena, Alabama 35080

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

By:

WUST BE SIGNED!

Title:

JNE/12 (50 1250)

Collections Department

Page (2) FC

Signed this 14 tay of Dec 2000

Signed this 14 day of the 200 and

CONTRACT - ADDENDUM "A" -

Dealer No. 02267

Cradit 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 1999 BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

Description		Social Number	
Cat 988A Rubber Tired Loader		Serial Number 87A3875	Cash Sale Price
Drilltech D40 K DRILL Blasthole Drill		731041	\$0.00
Cat 992C Rubber Tired Loader			\$0.00
Drilltech D50 K DRILL Blast Hole Drill		42X385	\$0.00
Lima 2400 Dragline		730895	\$0.00
Rhyno RD 1000 Dozer		56445-10	\$0.00
Rhyno RD 1000 Dozer		000004	\$0.00
Rhyno RD 1000 Dozer		000003	\$0.00
Rhyno RL80 Wheel Loader		000005	50.00
Rhyno RT48 Rock Trucks		V0000005	\$0.00
Rhyno RT+5 Rock Trucks		N16906	\$0.00
Rhyno RL25 Whee! Loader	·	N16907	\$0.00
Rhyno RD1000 Dozar	·	ARL112575	\$0.00
Rhyno RD1000 Dozer	The second secon	004-1099-10D	\$0.00
Rhyno RD900 Dozer	A STATE OF THE STA	1005-1099-10D	\$0.00
Rhyno RT46 Rock Truck		001-1099-09D	\$0.00
Rhyno RT46 Rock Truck		004-1099-46T	\$0.00
Rhyno RT25 Rock Truck		003-1099-46T	\$0.00
Rhyno RT25 Rock Truck		002-1099-25T	\$0.00
Rhyno RL80 Wheel Loader		003-1099-25T	\$0.00
Cat 980B Rubber Tiered Loader		002-1099-80L	\$0.00
Cat 777D Rock Truck		89P3631	\$0.00
Cat 777D Rock Truck		3PR723	\$0.00
Cat 777D Rock Truck		3PR724	\$ 50.00
		3PR725	\$0.00
		Total	\$ 50.00

Inst # 2000-44588

12/22/2000-44588
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

Purchaser Signature

1 3 1995

Date

Tipe (If Applicable)