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

Important: Read Instructions on Back Before Filling out Form.

Registré, Inc.

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM LICCAL

65825					e Stories	P.O. BOX 218 ANOKA, MN. 5530: (612) 421-1713
The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional		<del></del>			
Return copy or recorded original acknowled	Sheets Presented:			This FINANCING STATEMENT is presente filing pursuant to the Uniform Commercial	ed to a Filing Offic	cer for
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Habshey, Terry Maone					Ö	o lii w
221 Shadow Lakes Drive Helena, AL 35080	€				ŭ	
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Additional debtors on attached UCC-E		FIL	ED WIT	<b>1</b> :		<del></del>
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	( mac ii a Person)	4.	NAME AI	ND ADDRESS OF (IF ANY	) (Las	Name First if a Person
Case Credit Corp. P.O. Box 292				- W SECONED PART	,	THE PERSON
Racine, WI 53401		}				
Social Security/Tax ID #	<del></del>					
Additional secured parties on attached UCC-E	<del></del>	<del> </del>				
The Financing Statement Covers the Following Type	e (or items) of December					
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Signature(s) of Debtor(s)		5	Signature	(s) of Secured Party(ies) or Assignee	··———-	
rry Maone Habshev		<u> </u>		(s) of Secured Party(ies) or Assignee	<b></b>	
ype Name of Individual or Business	<u> </u>	<del></del>				·····
OFFICER COPY - ALPHABETICAL (3) FILING OFFI OFFICER COPY - NUMERICAL (4) FILE COPY - S	CER COPY-ACKNOWLEDGEMENT	T	ype Nan	ne of Individual or Business	<del>"</del>	
H) FILE COPY -S	ECURED PARTY	(5) Ell E Com-		STANDARD FORM - UNIFORM	COLUMN	

(5) FILE COPY DESTOR(S)

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## Account # 229603

SECURITY AGREEMENT

Ad security for the Obligations, as hereafter defined, of the undersigned, or guarantors of the undersigned ("Debtor" to Soris 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. tooling, supplies and computers.

Accounts, receivables, contract rights, chattel paper, instruments, general intengible 3. documents of title.

All property, to include but not limited to all Real property, Intangible property and any intangence. 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 bayable with respect to the accounts, contract rights, chattel paper and general intangibles and give full discharge serefor. endorse try 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 clatters arising thereunder or in connect therewith; sell, assign, pledge or make any other agreendent with respect tereto; and exercise all other rights and remedies that Debtor would have with respect thereto buttor this Security Consent

btor shall maintain the Collateral in good condition and repair and not permit its value to be lapelred; 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 what due all taxes, littles rees, 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 confisting of instruments and chattel paper, preserve rights in it against prior parties.

hless otherwise agreed in witting 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 Darty. 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 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 Colleteral, returning any excess Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under a insurance on the Collateral.

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 are 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 penalties 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 where 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:

Montevello AL and Helena AL. No location shall be changed without the prior written consent of Secure Party. but the series 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-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 termeland 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 uniter 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 therefrom. Debtor will be responsible to ALL of Secured Party's attorney's fees and costs in connection ALL gration brought either adainst or by Secured Party in connection with the obligations. In the event Secured Fage 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

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 LITIEATION BROUGHT IN CONNECTION OF ACCORDANCE HEREW'TH.

DEBTOR AND SECURED FARTY HEREBY JOINTLY AND SEVERALLY HAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY MITTION ON PROCEIDING RELATING TO THIS AGREEMENT, ANY COLLATERAL. OR ANY LYCCUMENT DELIVERED HERE DITTER ON HIS CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTIED TO AND THE FOREGOING, CLEBTOR AND SECURED PARTY REPRESENT THAT INS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTAKILY GIVEN.

Debtor: (1) Odessa Mines, .v.c.

Signed this 14 lay of Dec 200 0

Rhyno USA Inc.

OXY Tire, inc.

(4)Habshey Equipment Co, Inc.

Seminole Contracting Co, inc.

First Gulf Properties (6)

Habshey, Terry Mapris,55

By:

Pras. and Partner

Title:

Terry M. Habshey President, Partner.

Debtor.

Signed this 14 day of the 200 04

By:

Individually and Guarantor

Title:

/Terry Mi/Habshey Individual, Guarantor.

Debtor's

177 Elvira Road

Address

Helena, Alabama 35080

Secured Party: Case Czedił Company, Attn: Sons Collections 233 Laka Avenue Racine, WI 53403

By:

WUST BE SIGNED!

Title:

Collections Department

## CONTRACT - ADDENDUM "A"

Dealer No. 102267

Credit Application No. 95164-D

Additional Equipment:

I Equipment:	Serial Number	Cash Sale Price
Description		\$0.00
Cat 988A Rubber Tired Loader	87A387.5	\$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 Orll	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		\$0.00
Rhyno RL80 Wheel Loader	V0000005	\$0.00
Rhyno RT45 Rock Trucks	N16906	\$0.00
Rhyno RT-3 Roc\ Trucks	V16907	\$0.00
Rhyno RL25 Whee: Loader	ARL112575	\$0.00
Rhyno RD:000 Doz:r	004-1099-10D	\$0.00
Rhyno RD1900 Dozer	005-1099-10D	\$0.00
Rhyno RD900 Dozer	C01-1099-09D	\$0.00
Rhyno RT46 Rock Truck	004-1099-46T	\$0.00 \$0.00
Rhyno RT45 Rock Truck	003-1099-46T	<u> </u>
Rhyno RT25 Rock Truck	002-1099-25T	\$0.00
Rhyno RT25 Rock Truck	003-109 <del>9</del> -25T	\$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
Cat 777D Rock Truck	3PR724	50.00
Cat 777D Rock Truck	3PF.725	\$0.00
	Total	\$ 50.00

Inst # 2000-44594

12/22/2000-44594
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

July M. Hasky

--- 1 3 1993 Date

Purchaser Signature

Tipe (If Applicable)