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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Inc.
514 PERCE ST.
P.O. SOX 218
FAROKA MN. 85308

65820			·-	
The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This FINANCING STATEMENT is presentilling pursuant to the Uniform Commerce	nted to a Filing Official Code.	er for
1. Return copy or recorded original acknowledgeme	'NI TO:	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office		
Pre-paid Acct #	(Last Name First if a Person)		44600	44600 TIFIED F PROBATE 8.00
Montevalo, AL 35115 Social Security/Tax ID #			2000-	2/2000-4 AM CERT CHATY JUNE F
2A. Name and Address of Debtor (IF ANY)	(Last Name First if a Person)		Inst #	12/22 10:42 \$ELBY G
Social Security/Tax ID #		FILED WITH:		
☐ Additional debtors on attached UCC-E	- · · · · · · · · · · · · · · · · · · ·			
3. NAME AND ADDRESS OF SECURED PARTY) (La	st Name First if a Person)	AL-Shelby County 4. NAME AND ADDRESS OF 6	F ANY) (I	Last Name First if a Person)
Case Credit Corp. P.O. Box 292 Racine, WI 53401		ASSIGNEE OF SECURED PARTY		
Social Security/Tax ID #		_		
Additional secured parties on attached UCC-E				
5. The Financing Statement Covers the Following Type See attached for collate			SA Fo	ter Code(s) From
			Ba Be Co	ck of Form That st Describes The disteral Covered This Filing:
Check X if covered: Products of Collateral are also	o covered.			
This statement is filed without the debtor's signature to (check X, if so) already subject to a security interest in another jurisdict to this state.	ction when it was brought into this state.	7. Complete only when filing with the Judge of Pro The initial indebtedness secured by this financin Mortgage tax due (15¢ per \$100.00 or fraction th	ng statement is \$ nereof) \$	
to this state. which is proceeds of the original collateral described perfected. acquired after a change of name, identity or corporate	above in which a security interest is	 This financing statement covers timber to be indexed in the real estate mortgage records (De- an interest of record, give name of record owner 	scribe real estate ar r in Box 5)	es and is to be cross and if debtor does not have
as to which the filing has lapsed.	A TO A A	Signature(s) of Sec (Required only if filed without deb	ured Party(ies) otor's Signature — s	ee Box 6)
Signature(s) of Debtor(s)	10/4/11	Signature(s) of Secured Party(ies) or Assig	gnee	
Signature(s) of Debtor(s) Terry Maone Habshey Type Name of Individual or Business		Signature(s) of Secured Party(ies) or Assignment Signature(s) of Secured Party(ies) or Assignment State (secured Party ies) or	gnee	····
· // - · · · · · · · · · · · · · · · · ·		Type Name of Individual or Business		

(1) FILING OFFICER COPY - ALPHABETICAL (2) FILING OFFICER COPY - NUMERICAL

P04

Account # 229603

SECURITY AGREEMENT

Ad security for the Obligations, as hereafter defined, of the undersigned, or guarantons of the undersigned ("Debtor" to Soris Financial, & 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 equired 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 vehicles, 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 imprectual

The term "Obligations" is used herein in its broadest and most comprehensive sense, and dudes,

without limitation, any and all present and future debts, obligations and liabilities of Debtor to Secure Party, whather direct, contingent, joint, several. liquidated or unliquidated, as surety or guarantor, pursuant to anywriting.

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 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 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 burior this

btor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep il from all liens, encumbrances and security interests (other than as permitted by Secured Party) defend Security arvement 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 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 print 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 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 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

ebics 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 and/or 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 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 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: Montey 110 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 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 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 water 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 for ALL of Secured Party's attorney's fees and costs in connection ALL against 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 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 YLL LITEATION BROUGHT IN CONNECTION OF ACCORDANCE HEREW'TH.

DEBTOR AND SECURED FURTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ON PROCEEDING RELATING TO THE AGREEMENT, ANY COLLATERAL, OR ANY LYCCUMENT DELIVERED HERE DIVINER OR THE CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTIED TO AKARAY THE FOREGOING, MESTOR AND SECURED PARTY REPRESENT THAT HIS WAIVER IS KNY WINGLY, WILLINGLY AND VOLUMINATION GIVEN.

Debtor: (1)

Odessa Mines, i.c.

Signed this 14 ay of Dec 200 0

- Rhyno USA, Inc.
- QXY Tire, inc.
- Habshey Equipment Co, Inc. (4)
- Seminole Contracting Co, Inc.

First Gulf Properties

Habshey, Terry Maone, 55#418-22-9770

By:

Pres. and Partner

Title:

Terry JK Habshey President, Partner.

Debtor.

Signed this 14 day of Dec. 200 0

By:

Individually and Guarantor

Title:

Tarry W. Habshey Individual, Guarantor.

Debtor's

177 Elvira Road

Address

Helena, Alabama 35080

Secured Party: Case Credit Corrospy Attn: Sons 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 SET BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

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Description	Serial Number	Cash Sale Price
Cat 988A Rubber Tired Loader	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 Orll	730395	\$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 RL80 Wheel Loader	V0000005	\$0.00
Rhyno RT43 Rock Trucks	N16906	\$0,00
Rhyno RT+5 Roc\ Trucks	N16907	\$0.00
Rhyno RL25 Whee: Loader	ARL112575	\$0.00
Rhyno RD:000 Doz:r	004-1099-10D	\$0.00
Rhyno RC1000 Dozer	005-1099-100	50.00
Rhyno RD900 Dozer	C01-1099-09D	\$0.00
THIS TOOK HUCK	004-1099-48T	\$0.00
Rhyno R146 Rock Truck	003-1099-46T	\$0.00
Rhyno RT25 Rock Truck	002-1099-25T	\$0.00
Rhyno RT25 Rock Truck	003-1099-25T	\$0.00
Rhyno RL80 Wheel Loader	002-1099-80L	\$0.00
Cat 980B Rubber Tiered Loader	89P3 6 31	\$0.00
Cat 777D Rock Truck	3PR723	\$0.00
Cat 777D Rock Truck	3PR724	\$ \$0.00
Cat 777D Rock Truck	3PF.725	\$0.00
	Total	\$ 50.00
		7 40.04

Inst # 2000-44600

12/22/2000-44600
10:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

Myley M. Harshy

Dete

Purchaser Signature

Tipe (If Applicable)

Date