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 PIERCE ST.
P.O. BOX 218
ANOKA, MN. \$5303

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Approved by The Secretary of State of Alabama

65809							
The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	3	This	s FINANCING STATEMENT is g pursuant to the Uniform Co	s presented to a Formercial Code.	iling Office	r for
Return copy or recorded original acknowledgement to	lo:		THIS SPACE	FOR USE OF FILING OFFIC			
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Pre-paid Acct. #						000-4	CERTI CERTI USE OF P
2. Name and Address of Debtor	(Last Name First if	a Person)				U	u z ≥ =
First Gulf Properties		 				#	の で で に に に に に に に に に に に に に に に に に
7000 Highway 25 Montevallo, AL 35115						فه	<u> </u>
III JULIO						Š	0 温
						-m	7 0
Social Security/Tax ID #							
2A. Name and Address of Debtor (IF ANY)	(Last Name First if	a Person)		•			
Social Security/Tax ID #			FILED WITH:				
Additional debtors on attached UCC-E]]	AL-She	lby County			
NAME AND ADDRESS OF SECURED PARTY) (Last N	lame First if a Person)		4. NAME AND	O ADDRESS OF OF SECURED PARTY	(IF ANY)	(Li	ast Name First if a Person)
Case Credit Corp.				or secones ryant			
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 (o	r items) of Property:	<u></u>	-		<u> </u>		··
See attached for collatera	1						
see accaemed for corrects.	1 •						
						Bac	r Code(s) From k of Form That
						Coll	t Describes The ateral Covered This Filing:

						_	
						_	
						_	
Check X if covered: Products of Collateral are also co	ni ingana					_	
This statement is filed without the debtor's signature to per			Complete on	ly when filing with the Judge	e of Probate:	· · · · · · · · · · · · · · · · · · ·	
(check X, if so) already subject to a security interest in another jurisdiction		s state.	The initial inc	debtedness secured by this in xidue (15¢ per \$100.00 or fra	financing stateme	ent is \$	· ()
already subject to a security interest in another jurisdiction to this state.		8.	☐ This finan	ncing statement covers timber	er to be cut, crops	. or fixtures	and is to be cross
which is proceeds of the original collateral described abo perfected.	we in which a security interest	tis	indexed in th	e real estate mortgage record f record, give name of record	rds (Describe real	i estate and	if debtor does not have
acquired after a change of name, identity or corporate strues to which the filing has lapsed.	ucture of debtor			Signature(s) (Required only if filed with	of Secured Party	/(ies)	a Boy A
Wasti VVIII	A. A. 1.1.		, ,	Codened only it men with	voi debior s Signi	arnie — sec	C DUX (0)
Signature(s) of Debtor(s)	As Agent LAS		Signat	ture(s) of Secured Party(ies)	or Assignee		<u></u>
Signature(s) of Debtor(s)							
Signature(s) of Debtor(s) First Gulf Properties	<u> </u>		Signat	ture(s) of Secured Party(ies)	or Assign ee		
Type Name of Individual or Business	· -,		Type N	Name of Individual or Busine	\$9	·	··· · · · · · · · · · · · · · · · · ·

(5) FILE COPY DEBTOR(S)

(1) FIUNG OFFICER COPY - ALPHABETICAL

(2) FIUNG OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT (4) FILE COPY - SECLIFED PARTY

P04

12-13-00 03: 11 RHYNO

ID=2054245010

Account # 229603

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 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 ("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 fedures, and all equipment, including but not limited to, furniture, maininery, tooling, supplies and computers.

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

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

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 Secural Party, whether direct, contingent, joint, several. liquidated or unliquidated, as surety or guarantor, pursuant to any writing.

and all amendments thereto and any extensions or renewals thereof. Secured Party may verify accounts, chattel paper and contract rights and general intangible 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 intengibles and give full discharge meretor, 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 classes arising thereunder or in connect therewith; sell, assign, pledge or make any other agreen and with respect preto; and exercise all other rights and remedies that Debtor would have with respect thereto but for this Security Consent

btor shall maintain the Collateral in good condition and repair and not permit its value to be lapaired; 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 when due all taxes, liminse fees, leviss 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 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 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 unpaid lance of the Obligations whether or not due, and/or to restoration of the Colleteral, 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.

sobler shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the colleteral or to establish, determine the priority of, continue perfected, terminate and/or after Secured Party's Interest in it or rights under this Security Agreement

Debtor shall pay and discharge all lawful taxes, assessments and governmental charges upon Debtor 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 stacture. The address where the Collate 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 farties intend that the Collateral, wherever located, is covered by this Security Agreement.

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Initial 65.1.1114-

FROM:414 535 5883

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12-13-00 03:22 RHYNO

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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 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 Gode 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 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 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 Collateral. 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 IS 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 LITERTION BROUGHT IN CONNECTION OF

DEBTOR AND SECURED FURTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT ACCORDANCE HEREW'TH. TO TRIAL BY JURY IN ANY MOTION ON PROCEFDING RELATING TO THE AGREEMENT, ANY COLLATERAL, OR ANY LYCUMEN' DELIVERED HERE UNITED ON THE CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTIED TO AND THE FOREGOING. MEETOR AND SECURED

PARTY REPICESENT THAT INS WAIVER IS KNYWINGLY, WILLINGLY AND VOLUTIONALLY GIVEN. Signed this 14 ay of Dec 2000

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

OXY Tire, Inc.

Habshey Equipment Co, Inc. Seminole Contracting Co, Inc.

(5) First Gulf Properties

(6)Habyney, Terry Meone, SS#418-22-9770

By:

Pres. and Partner

Title:

Terry MK Habshey Président, Partner.

Debtor:

Individually and Guarantor

Title:

Ву:

/Terry W. Habshay Individual, Guarantor.

Debtors Address 177 Elvira Road

Heiena, Alabama 35080

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

By:

LIVUST BE SIGNED!

Title:

Collections Departmen

Page (2) 6(2)

Signed this 14 day of _______ 200

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

Equipment:	Serial Number	Cash Sale Price
Description	87A3875	\$0.00
Cat 988A Rubber Tired Loader	731041	\$0.00
Drilltech D40 K DRILL Blasthole Drill	42X385	\$0.00
Cat 992C Rubber Tired Loader		\$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	50.00
Rhyno RD 1000 Dozer	000005	\$0.00
Rhyno RL80 Wheel Loader	V0000005	\$0.00
Rhyno RT43 Rock Trucks	N16006	\$0.00
Rhyno RT-3 Rock Trucks	N19907	\$0.00
Rhyno RL23 Whee! Loader	ARL112575	\$0.00
Rhyno RD:000 Doz:r	004-1099-10D	\$0.00
Rhyno RD1000 Dozer	005-1099-10D	\$0.00
Rhyno RD900 Dozer	C01-1099-09D	\$0.00
Rhyno RT46 Rock Truck	004-1099-46T	
Rhyno RT46 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	S0.00
Cat 980B Rubber Tiered Loader	89P3631	\$0.00
Cat 777D Rock Truck	3PR723	\$0.00
Cat 777D Rock Truck	3PR724	\$0.00
Cat 777D Rock Truck	3PR725	\$0.00
<u> </u>	Total	\$ 50.00

Inst # 2000-44605

12/22/2000-44605
10:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

July M. Hashey

Date

Purchaser Signature

Tipe (If Applicable)