Shelby AL

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

## Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Ind
S14 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303

57674

☐ The Debtor is a transmitting utility	No. of Additional Sheets Presented:	<b></b>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
as defined in ALA CODE 7-9-105(n).  1. Return copy or recorded original acknowledgem		THIS Date.	S SPACE FOR USE OF FILING OFFICER te. Time, Number & Filing Office
			606 11ED 1876
Pre-paid Acct #	(Last Name First if a Person	1)	2/22/2000-446 2/22/2000-446 346.84 COUNTY JUNCE OF PRO SHELBY COUNTY JUNCE OF PRO SHELBY COUNTY JUNCE OF PRO 18.00
Social Security/Tax ID #	(Last Name First if a Perso	n)	
Social Security/Tax ID #		FILI AI	L-Shelby County
Additional debtors on attached UCC-E  3. NAME AND ADDRESS OF SECURED PARTY)  Case Credit Corp.  P.O. Box 292  Racine, WI 53401	(Last Name First if a Person)	4. 1	NAME AND ADDRESS OF (IF ANY) (Last Name First if a Person) ASSIGNEE OF SECURED PARTY
Social Security/Tax ID #			
Additional secured parties on attached UCC-E  5. The Financing Statement Covers the Following I  See attached for collate			
			5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:
	va alaa aayasad		
Check X if covered: Products of Collateral are also covered.  6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)  already subject to a security interest in another jurisdiction when it was brought into this state.  already subject to a security interest in another jurisdiction when debtor's location changed to this state.  which is proceeds of the original collateral described above in which a security interest is perfected.  acquired after a change of name, identity or corporate structure of debtor  as topwhich the filing has tapsed.			Complete only when filing with the Judge of Probate:  The initial indebtedness secured by this financing statement is \$
			Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$
			Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)
Signature(s) of Debtor(s)	As Agent LAS	<u> </u>	Signature(s) of Secured Party(ies) or Assignee
Signature(s) of Debtor(s)	<del> </del>	_	Signature(s) of Secured Party(ies) or Assignee
Odessa Mines, Inc.			Type Name of Individual or Business

P04

12-13-00 03: 1, RHYNO

## 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 I 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, maininary, tooling, supplies and computers.

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

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

The term "Obligations" is used herein in its broadest and most comprehensive sense, and without lingitation, 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 anywriting. 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 intengibles and give full discharge merefor. endorse they 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 classing thereunder or in connect therewith; sell, assign, pledge or make any other agreentant with respect thereto; 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 lapsired: keep il 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, 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 bebtor's busines not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collated consisting of instruments and chattel paper, preserve rights in it against prior parties.

hless 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 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 all insurance on the Collateral.

sobtor 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 aferca Secured Party's Interest in it or rights under this Security Agreement

pentor 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 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: Montey The 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.

page Dot 2

Initial 6. 1. MA-

FROM:414 535 5883

TO:RHYNO 12-13-66

**P05** 

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 Obligations, Secured Party shall have, in addition to all other rights and remedies provided by law, one remedies of a secured party unifer 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 me 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 obligational

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 Debtor 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 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 VENUE OF ANY AND ALL LITIGATION BROUGHT IN CONNECTION OF

DEBTOR AND SECURED FARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGH ACCORDANCE HEREWITH. TO TRIAL BY JURY IN ANY METION OF PROCEEDING RELATING TO THIS AGREEMENT, ANY COLLATERAL, I'N 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. Signed this 14 tay of Dec 2000

Odessa Mines, Inc. Debtor: (1)

Rhyno USA, Inc.

OXY Tire, Inc.

Hebshey Equipment Co, Inc.

Seminole Contracting Co, inc. (5)

First Gulf Properties (6)

Habyney, Terry Maprie SS#418-22-9770

By:

Pres. and Partner

Title

Terry M. Habshey President, Partner.

Debtor:

Individually and Guarantor

By:

Tarry W. Habshey Individual, Guarantor.

Title:

177 Elvira Road

Debtor Address

Helena, Alabama 35080

Collections Department

Secured Party: Case Credit Company Attn: Sons Collections 233 Lake Avenue Racine. Wi 53403

By:

ZINUST BE SIGNED!

Title:

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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 SEPARATED BELOW.

Additional Equipment:

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 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 RL80 Wheel Loader	V0000005	\$0.00
Rhyno RT46 Reck Trucks	N16906	\$0.00
Rhyno RT-5 Rock Trucks	N16907	\$0.00
Rhyno RL25 Whee! Loader	ARL112575	\$0.00
Rhyno RD1000 Doz Fr	004-1099-10D	\$0.00
Rhyno RD1000 Dozer	005-1099-10D	50.00
Rhyno RD900 Dozer	001-1099-09D	\$0.00
Rhyno RT46 Rock Truck	004-1099-48T	\$0.00
Rhyno RT45 Rock Truck	003-1099-46T	\$0.00
Rhyno RT25 Rock Truck	002-1099-25T	\$0.00
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
Cat 777D Rock Truck	3PR724	\$ \$0.00
Cat 777D Rock Truck	3PF.725	\$0.00
	Total	\$ \$0.00

Inst # 2000-44606

12/22/2000-44606
10:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

Purchaser Signature

\_\_\_\_

Date

Tige (if Applicable)