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

Important: Read Instructions on Back Before Filling out Form.

57672

01012			
☐ The Debtor is a transmitting utility	No. of Additional	This FINANCING STATEMENT,	s presented to a Filing Officer for
as defined in ALA CODE 7-9-105(n). 1. Return copy or recorded original acknowledgement to	Sheets Presented:	filing pursuant to the Uniform Co	ommercial Code.
TO TO THE COPY OF THE COLORED ON INC. THE TO THE THE TO THE THE TO THE	•	Date, Time, Number & Filing Office	neu.
Pre-paid Acct. #			15. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
2. Name and Address of Debtor	(Last Name First if a Person)	1	* - LL 00
Odessa Mines, Inc.			≟ 1.17 . '
7000 Highway 25			
Montevallo, AL 35115			
Social Security/Tax ID #			20元器
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-Shelby County	
3. NAME AND ADDRESS OF SECURED PARTY) (Last Na	ame First if a Person)	4. NAME AND ADDRESS OF	(IF ANY) (Last Name First if a Perso
Case Credit Corp.		ASSIGNEE OF SECURED PARTY	(m Arti) (Last Name Flist it a Ferse
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 (or	items) of Property:		
See attached for collateral	L •		
•			
			5A. Enter Code(s) From
			Sack of Form That Best Describes The
			Collateral Covered
			By This Filing:
			
Check X if covered: Products of Collateral are also cov	vered.		
This statement is filed without the debtor's signature to perfective X, if so)		7. Complete only when filing with the Judg	ge of Probate:
already subject to a security interest in another jurisdiction	when it was brought into this state.	The initial indebtedness secured by this	_
already subject to a security interest in another jurisdiction to this state.	when debtor's location changed	Mortgage tax due (15¢ per \$100.00 or fr	+ · · · · · · · · · · · · · · · · · · ·
which is proceeds of the original collateral described above	ve in which a security interest is	indexed in the real estate mortgage reco	per to be cut, crops, or fixtures and is to be cross ords (Describe real estate and if debtor does not have
perfected. acquired after a change of name, identity or corporate stru		an interest of record, give name of recor	rd owner in Box 5)
as to which the filing has lapsed.	CIGIE OI GEDIOI	Signature(: (Required only if filed wit	s) of Secured Party(ies) hout debtor's Signature — see Box 6)
dinda VRILA	M. Dh. Lint		
Signature(e) of Debtor(e)	HS#But CD	A	
Signature(s) of Debtor(s)	V ,	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 Busin	

P04

1 RHYNO 12-13-00 03:

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 atilizated 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 intengibles, and

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

s 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 Security, 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 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 intengibles and give full discharge merefor, endorse try checks, drafts, money orders or instruments for the payment thereof payable to or to the river 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 tereto; and exercise all other rights and remedies that Debtor would have with respect thereto burder this

btor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; Security Consment 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, 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.

nless otherwise agreed in writing by Secured Party, Debtor shall keep the Collateral and Secured Party's interest 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 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 semie claims

ebtur 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

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 Dabtor of against s properties prior to the date on which penalties attach, unless and to the extent only that such taxes,

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

page Dota

Initial 6.1.111/4-

P05

12-13-00 03:22 RHYNO

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 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 under the Uniform Commercial Code including. without limitation, the right to take possession of the Collaboral 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 gration brought either adainst 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 Debtor 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 TRANSFER OR CHANGE OF VENUE OF ANY AND ALL LITIGATION BROUGHT IN CONNECTION OF ACCORDANCE HEREWITH.

DEBTOR AND SECURED PARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OF PROCEEDING RELATING TO THIS AGREEMENT, ANY COLLATERAL, I'R 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 INS 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.

Habshey Equipment Co, Inc.

Seminole Contracting Co, Inc.

First Gulf Properties (6)

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

By:

Pres, and Partner

Title

Terry M. Habshey President, Partner.

Debtor.

Individually and Guzrantor

By:

Terry M. Habshey Individual, Guarantor.

Title:

177 Elvira Road

Debtors ACCITES

Helena, Alabama 35080

Secured Party: Case Credit Commony Attn: Sons Collections 233 Lake Avenue Racine, Wt 53403.

By.

LIVUST BE SIGNER!

Title:

Collections Department

Page (3060)

Signed this 14 day of Dec. 20004

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 1 3 255

BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW. BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

	Serial Number	Cash Sale Price
	87A3875	\$0.00
	731041	\$0.00
Cat 992C Rubber Tired Loader		\$0.00
	730895	\$0.00
ř	56445-10	\$0.00
· · · · · · · · · · · · · · · · · · ·	000004	\$0.00
	000003	\$0.00
, , , , , , , , , , , , , , , , , , ,	000005	\$0.00
	V0000005	\$0.00
	N16906	\$0.00
	N16907	\$0.00
	ARL112575	\$0.00
	· 004-1099-10D	\$0.00
2,47	005-1099-10D	50.00
100 mm 10	001-1099-09D	50.00
1907	004-1099-48T	\$0.00
	003-1099-46T	\$0.00
	002-1099-25T	\$0.00
	003-1099-25T	\$0.00
And the second second	002-1099-80L	50.00
10 to	89P3631	\$0.00
	3PR723	\$0.00
	3PR724	\$0.00
	3PF.725	\$0.00
el des	Total	\$ 50.00
		87A3875 731041 42X385 730895 56445-10 000004 000003 000005 V0000005 N16906 N16907 ARL112575 004-1099-10D 005-1099-10D 001-1099-09D 004-1099-46T 002-1099-25T 003-1099-50L 89P3631 3PR723 3PR724 3PR725

Inst # 2000-44607

12/22/2000-44607 10:42 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 18.00 004 CJ1

Odessa Mines, Inc.

Print Purchaser Name

Purchaser Signature

Date

Title (If Applicable)