

Upon recording, please return to:

Spencer Gandy
Gandy & Rice, P.C.
Suite 590
400 Northridge Road
Atlanta, Georgia 30350

STATE OF GEORGIA

COUNTY OF FULTON

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES, entered into on July 17, 2000, by Genesis Expert Systems, Inc., (hereinafter referred to as "Assignor"), having its Main Office at 1201 Lee Branch Lane, Birmingham, AL 35242, and SOUTHTRUST BANK (hereinafter referred to as "Assignee"), 420 North 20th Street, Birmingham, Alabama 35203.

WITNESSETH:

WHEREAS, Assignor is the Owner in fee-simple of certain real property (the "Property") located in Shelby County, Alabama, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Assignee is the Holder of a certain Real Estate Mortgage, Security Agreement and Financing Statement dated of even date herewith from Assignor to Assignee (the "Deed") which constitutes a first priority security title interest in, to and under the Property, which Deed secures a Commercial Promissory Note from Assignor to Assignee in the face amount of \$675,000.00 (the "Note"); and

NOW, THEREFORE, in consideration of and as an inducement to the making by the

Inst # 2000-24730

07/24/2000-24730

10:14 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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Assignee to the Assignor of the Loan secured by the Deed, the Assignor does hereby assign, transfer and set over to the Assignee all the right, title and interest of the Assignor in, under and by virtue of any and all leases and/or rental agreements now or hereafter entered into by Assignor as Landlord or Lessor for premises located on the Property including but not limited to those leases, if any, described in Exhibit "B" attached hereto and incorporated herein by reference, and all other rents accruing in favor of Assignor from the Property (hereinafter referred to collectively as the "Assigned Leases"), which term shall be deemed to include the leases, rental agreements and/or all other rents from the Property and all extensions or renewals thereof and any and all such other or further leases of space by Assignor in all improvements which are now or hereafter located upon the Property (the "Improvements"), as the Assignor shall from time to time execute, including specifically, but not by way of limitation, all the right, power and privilege of the Assignor to cancel, terminate or accept the surrender of any Assigned Lease, to accept prepayment of more than one periodic installment of rent thereunder, or to modify or abridge any of the terms, covenants and conditions of any Assigned Lease so as to reduce the term thereof or the rental payable thereunder or to change any renewal privilege therein contained without the prior written consent of the Assignor, together with all of the rents, issues and profits which may be or become due, or to which the Assignor may now or hereafter become entitled, arising or issuing out of the Assigned Leases, or from out of the Property or any part thereof.

TO HAVE AND TO HOLD, the same unto the Assignee, its executor and assigns, until such time as the indebtedness secured by the Deed shall have been paid in full, for the purpose of further and collaterally securing (1) payment of the indebtedness evidenced by the Note together with interest on said indebtedness; (2) payment of all other sums, with interest thereon, to become due and payable to the Assignee under the provisions of the Note or Deed; and (3) performance and discharge of each and every obligation, covenant and agreement of the Assignor herein, in the Note and Deed contained.

THIS INSTRUMENT OF ASSIGNMENT is delivered and accepted upon the following terms and conditions:

1. So long as no default shall exist under the Note or Deed of even date between the parties, or under any Commercial Loan Agreement or Construction Loan Agreement entered into between the parties, or under this Assignment (the aforementioned documents at times being hereinafter collectively referred to as the "Loan Documents"), Assignor shall be entitled to manage and operate the Property and to collect, receive and apply for its own account all rents, issues and profits accruing by virtue of such Assigned Leases, and to execute and deliver proper receipts and acquittances therefor.

2. Immediately upon the occurrence of any default under any of the Loan Documents and after notice thereof to Assignor by Assignee given as herein provided and until such default shall have been cured as hereinafter defined, the rights mentioned in the foregoing paragraph 1

hereof shall cease and terminate and all incomes, rents, issues and profits derived from the Property, together with any and all improvements now or hereafter situated thereon shall thereupon be payable to Assignee. In addition, the Assignee is hereby expressly and irrevocably authorized, at its option, if and to the extent then permitted by law, to thereupon enter and take possession of the Property and all Improvements situated thereon by actual physical possession, or by written notice served personally upon or sent by certified mail to the Assignor, as the Assignee may elect, and no further authorization shall be required. Following such entry and taking of possession, the Assignee may:

- (a) Manage and operate the Property and all Improvements thereon or any part thereof;
- (b) Lease any part or parts thereof for such periods of time, and upon such terms and conditions as the Assignee may, in its reasonable discretion, deem proper;
- (c) Endorse, cancel or modify any Assigned Lease and any other leases hereafter in effect covering the Property and all Improvements or any part thereof;
- (d) Demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents, issues and profits which may then be or may thereafter become due, or payable with respect to the Property and all Improvements thereon or any part thereof from any present or future leases, tenants, sub-tenants or occupants thereof;
- (e) Institute, prosecute to completion or compromise and settle all summary proceedings, actions for rent or for removing any and all lessees or future lessees, tenants, sub-tenants or occupants of the property or the Improvements whether now or hereafter existing and any part or parts thereof;
- (f) Enforce or enjoin or restrain the violation of any of the terms, provisions or conditions of any Assigned Leases, now or hereafter affecting the Property and the Improvements thereon or any part thereof;
- (g) Make such repairs or alterations to the Property and Improvements thereon as Assignee may, in its reasonable discretion, deem proper;
- (h) Pay, from and out of rents, issues and profits collected in respect to the Property and Improvements thereon or any part thereof, or from or out of any other funds, any taxes, assessments, water rates, sewer rates, or other government charges levied, assessed or imposed against the Property or the Improvements or any portion thereof; and also any and all other charges, costs and expenses which it may be necessary or advisable for the Assignee to pay in the management or operation of the Property or the Improvements

including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereinafter conferred), the cost of such repairs and alterations, commission for renting the Property and Improvements or any portion thereof, and legal expenses in enforcing claims, preparing papers or for any other services which may be required; and

(i) Generally do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Property and the Improvements as fully as the Assignor might do.

The Assignee shall apply the net amount of rents, issues and profits received by it from the Property and the Improvements after payment of all proper costs and charges, including any loss or damage hereinafter referred to in paragraph 4 to the reduction and payment of the Note. The Assignee shall be accountable to the Assignor only for money actually received by the Assignee pursuant to this Assignment.

For the purposes of this paragraph 2, a default shall be deemed to be cured only when the Assignor shall have paid in full all sums owing and past due, and/or Assignor shall have performed all of the terms, covenants and conditions, failure in the performance of which terminates the right hereinabove mentioned in paragraph 1.

3. The Assignor hereby irrevocably directs each Lessee under each Assigned Lease and under any other lease which shall hereafter become an Assigned Lease, upon demand and notice from the Assignee, of the Assignor's default under any of the Loan Documents to pay the Assignee all rents, issues and profits accruing or due under its lease from and after the receipt of such demand or notice. Any Lessee making such payment to the Assignee shall be under no obligation to inquire into or determine the actual existence of any such default claimed by the Assignee; provided, however, that as to any Lessee of any portion of the Property or the Improvements, the affidavit, certificate or other written statement of any Officer of the Assignee stating and identifying such any part of said indebtedness which remains unpaid, shall be and constitute conclusive evidence of the then validity, effectiveness and continuing force of this Assignment and any person, firm or corporation receiving any such affidavit, certificate or statement, may, and is hereby authorized to rely thereon.

4. Nothing contained herein shall obligate or be construed to obligate the Assignee to perform any of the terms, covenants and conditions contained in any Assigned Lease or otherwise impose any obligation upon the Assignee with respect to any of the Assigned Leases. Prior to actual entry into and taking possession of the Property and the Improvements by the Assignee, this Assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Property or the Improvements and the execution of this Assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property and the Improvements is and shall

be that of the Assignor, prior to such actual entry and taking of possession.

5. The Assignor covenants, agrees, represents and warrants that the Assignor shall duly and punctually perform all and singular the terms, conditions and covenants of the Assigned Leases on the Assignor's part to be kept, observed and performed; that Assignee has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues and profits from the property or the Improvements or an part thereof, whether now due or hereafter to become due, to any person, firm or corporation other than the Assignee; that no rents, issues or profits of the Property or the Improvements or any part or parts thereof, becoming due subsequent to the date hereof shall be collected by the Assignor more than one (1) periodic installment in advance, nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised and that no Lessee thereunder is in default under any of the terms of its lease. The Assignor agrees that it will enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by each Lessee under each Assigned Lease, and any lease which may hereafter become an Assigned Lease.

6. The Assignor agrees to execute and deliver to the Assignee, at any time or times during which this Assignment shall be in effect, such further instruments as the Assignee may deem necessary to make effective this Assignment and the several covenants of the Assignor herein contained.

7. Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this Instrument are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee hereunder may exercise from time to time and as often as such exercise is deemed expedient.

8. The Assignee shall have the right to assign to any subsequent holder of the Deed, or to any person acquiring title to the Property, the Assignor's right, title and interest in any lease hereby or hereafter assigned, subject, however, to the provisions of this Assignment. After the Assignor shall have been barred and foreclosed of all rights, title and interest and equity of redemption in the Property, no Assignee of the Assignor's interest in said leases shall be liable to account to the Assignor for any rents, income, revenue, issues or profits thereafter accruing.

9. Upon payment in full of all of the indebtedness secured by the Deed, as evidenced by a recorded satisfaction or release of Deed as well as any sums which may be payable hereunder or under the Note and Deed, this Assignment shall become and be void and of no effect and, in such event, upon the request of the Assignor, the Assignee covenants to execute and deliver to the Assignor instruments effective to evidence the termination of the Assignment and/or the re-assignment to the Assignor of the rights, powers and authority granted herein.

10. No change, amendment, modification, cancellation or discharge hereof, or any part hereof shall be valid unless the Assignee shall have consented thereto in writing.

11. In the event there is any conflict between the terms and provisions of the Deed and the terms and provisions of this Assignment, the terms and provisions of the Deed shall prevail.

12. The terms, covenants and conditions contained herein shall enure to the benefit of, and bind the Assignee and the Assignor and their respective distributees, legal representatives, successors and assigns and successors to the Property and the Improvements.

13. This Assignment of Rents and Leases shall be construed and enforced in accordance with the laws of the State of Georgia.

14. Any default under any one or more of the Loan Documents shall constitute a default hereunder.

15. All notices, requests, demands and other communications required or permitted to be given hereunder shall be sufficiently given in writing and delivered in person or sent by United States Certified Mail, Return Receipt Requested, Postage Prepaid, to the Party given such notice at the appropriate address set forth below or at such other address as the party to be notified shall have provided to the other party in writing;

As to the Assignor:

Genesis Expert Systems, Inc.
1201 Lee Branch Lane
Birmingham, AL 35242


As to the Assignee:

SouthTrust Bank
Commercial Real Estate
21st Floor
600 West Peachtree Street
Atlanta, GA 30308

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal as of the day and year above written.

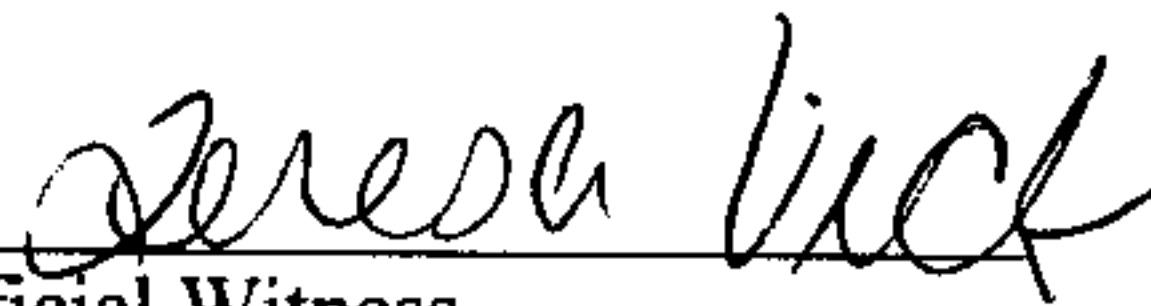
"ASSIGNOR":

Genesis Expert Systems, Inc.

By: 
D. Todd Cung, President

(CORPORATE SEAL)

Signed, sealed and delivered
on July 17, 2000, in the presence of:


Unofficial Witness

COUNTY OF SHELBY
STATE OF ALABAMA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that D. Todd Cung, whose name as President of Genesis Expert Systems, Inc., a Georgia corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal the 17th day of July, 2000.

(NOTARY SEAL)



Notary Public
MY COMMISSION EXPIRES
JUNE 30, 2003.
My Commission Expires: _____

EXHIBIT A

Lot 3A, according to the Survey of Amended Map of Lee Branch Corporate Center, as recorded in Map Book 26, Page 109, in the Probate Court of Shelby County, Alabama.

EXHIBIT "B"

Any and all leases and rental agreements now or in the future entered into by Assignor or its agent as landlord or lessor for the premises, including, without limitation:

- (1) None at time of execution of this conveyance.

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