

## ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

SouthTrust Bank, National Association (hereinafter called "Holder") is the present holder of a note executed by Genesis Expert Systems, Inc., (hereinafter called "Original Mortgagor") in the principal sum of Six Hundred Seventy-five Thousand and no/100 Dollars (\$675,000.00), dated July 17, 2000, which note is secured by, among other things, a certain Mortgage and Security Agreement, (hereinafter called "Mortgage"), of even date therewith recorded in Instrument No. 2000-24729, in the Office of the Judge of Probate of Shelby County, Alabama. The property covered by the Mortgage is described in the attached Exhibit "A" which is made a part hereof. The Original Mortgagor proposes to sell the property covered by the mortgage to DTC Enterprises, LLC, (hereinafter collectively called "Purchaser"), and the Purchaser desires to assume all of the obligations of the Original Mortgagor in said note, and also all of the obligations of the Original Mortgagor in said mortgage, and in any other loan document executed or furnished in connection with the note or mortgage in favor of Holder, as part of the consideration for the conveyance to the Purchaser of the real property conveyed by the mortgage. Holder consents to said conveyance and assumption of said indebtedness, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. The unpaid balance on the Promissory Note is \$ 642,005.87
2. The Purchaser acknowledges that the said mortgage is a second, valid and prior lien or encumbrance against the property, and the Purchaser further acknowledges that the mortgage and note are enforceable under the laws of the State of Alabama and in accordance with their respective terms.
3. The property described in the mortgage shall remain in all respects subject to the lien, charge or encumbrance of said mortgage, and nothing herein contained and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge of encumbrance of or conveyance effected by said mortgage, or the priority thereof over other liens, charges, encumbrances or conveyance, or except as expressly provided herein, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable hereunder or on account of the note and/or mortgage.
4. The Purchaser does hereby assume and agree to pay the indebtedness evidenced by the note and mortgage; to perform all of the obligations provided herein and in the mortgage and other loan documents securing or evidencing the indebtedness of Mortgagor to Holder. This assumption by Purchaser shall not release or relieve Original Mortgagor from any liability, cost or expense for the indebtedness evidenced by the note and mortgage.

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5. The Holder consents to the transfer of the real property described in the Mortgage and waives the right to accelerate the entire unpaid balance of the Note by reason of the transfer. It is agreed that this waiver is made solely for the benefit of the Purchaser, and shall not constitute a waiver by the Holder of any rights under the Mortgage in the event of subsequent sale by the Purchaser.
6. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.
7. The word "Mortgagor" shall include all persons, general partnerships, limited partnerships, corporations or legal entities who may have executed the note as maker or makers and executed the mortgage as mortgagor or mortgagors.
8. Wherever used, the singular number shall include the plural, the plural the singular, the use of gender shall include all genders.
9. All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties to this Agreement, shall be governed by the laws of the State of Alabama.
10. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements among them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties relating to the subject matter contained on this Agreement that are not fully expressed in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the ew day of April, 2002.

WITNESS:

(ORIGINAL MORTGAGORS)

Genesis Expert Systems, Inc.



By: D. Todd Cung  
Its: President

(SEAL)

(PURCHASERS)

DTC Enterprises, LLC

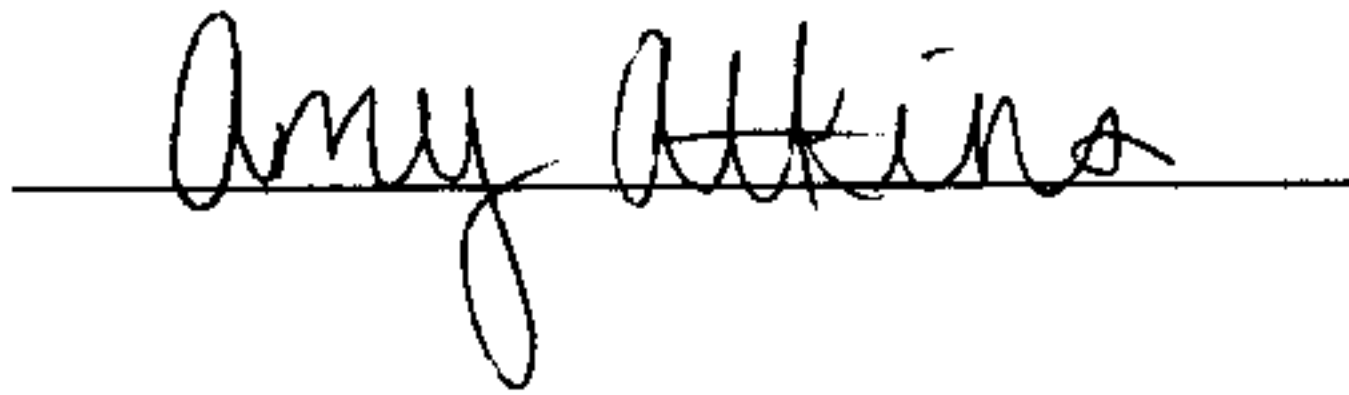


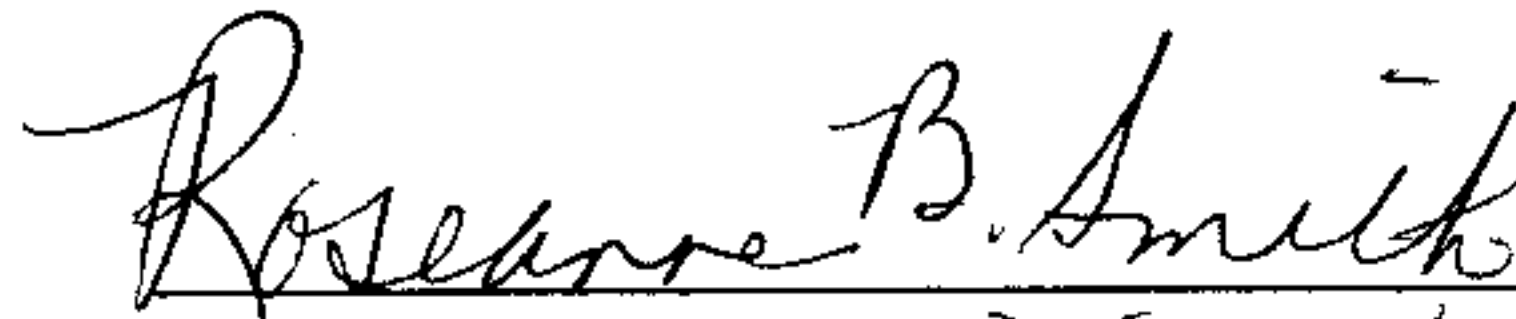
(SEAL)

By: D. Todd Cung  
Its: Manager/Member

(CONSENTED BY HOLDER)

SouthTrust Bank





(SEAL)

BY: Roseanne B. Smith  
ITS: V.P.

STATE OF ALABAMA )  
COUNTY OF SCHLASSER )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that D. Todd Cung, whose name as President of Genesis Expert Systems, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, 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, this the 21<sup>st</sup> day of April, 2002.



Notary Public

My Commission Expires May 21, 2004

My commission expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF SCOTT )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that D. Todd Cung, whose name as Member/Manager of DTC Enterprises, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the Ele day of April, 2002.

M. U. V.

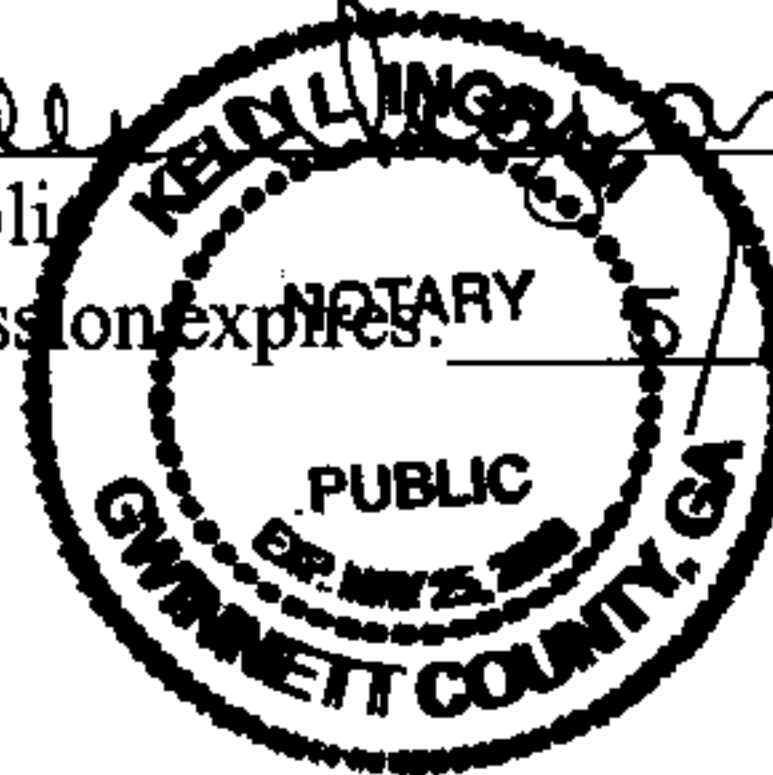
Notary Public My Commission Expires May 21, 2004  
My commission expires: \_\_\_\_\_

STATE OF Georgia )  
COUNTY OF Gwinnett )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Roseanne Smith whose name as V.P. of SouthTrust Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal, this the 3rd day of April, 2002.

Shirley  
Notary Public  
My commission expires: 5/25/03



This instrument was prepared by:  
Richard W. Theibert, Esq.  
Najjar Denaburg, P.C.  
2125 Morris Avenue  
Birmingham, AL 35203

Exhibit "A"

Legal Description of Property

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.

Inst # 2002-17226

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