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ASSIGNMENT OF LEASE
FOR THE COUNTY AND
RECORDER

This Assignment of Lease (this "Assignment") is made and entered into as of the 11th day of March, 1996 by and between Lake County Trust Company, as Trustee U/T/A dated January 23, 1996 and known as Trust No. 4734 ("Assignor"), and CNL American Properties Fund, Inc., a Maryland corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has this day conveyed to Assignee certain real property situated in Highland, Indiana, more particularly described on Exhibit A hereto and made a part hereof, together with all improvements thereon (the "Real Property");

WHEREAS, the Real Property is subject to a certain Lease Agreement dated January 23, 1996 (the "Lease") between Assignor, as landlord, and National Restaurant Enterprises, Inc. d/b/a Ameriking Corporation, a Delaware corporation, as tenant ("Tenant"); and

WHEREAS, in conjunction with the conveyance of the Real Property, Assignor has agreed to assign all its right, title and interest in and to the Lease to Assignee, in accordance with this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest as landlord or lessor in and to the Lease and all the rights, benefits and privileges of the landlord or lessor thereunder, including, without limitation, all of Assignor's right, title and interest in and to all security deposits and rentals thereunder.

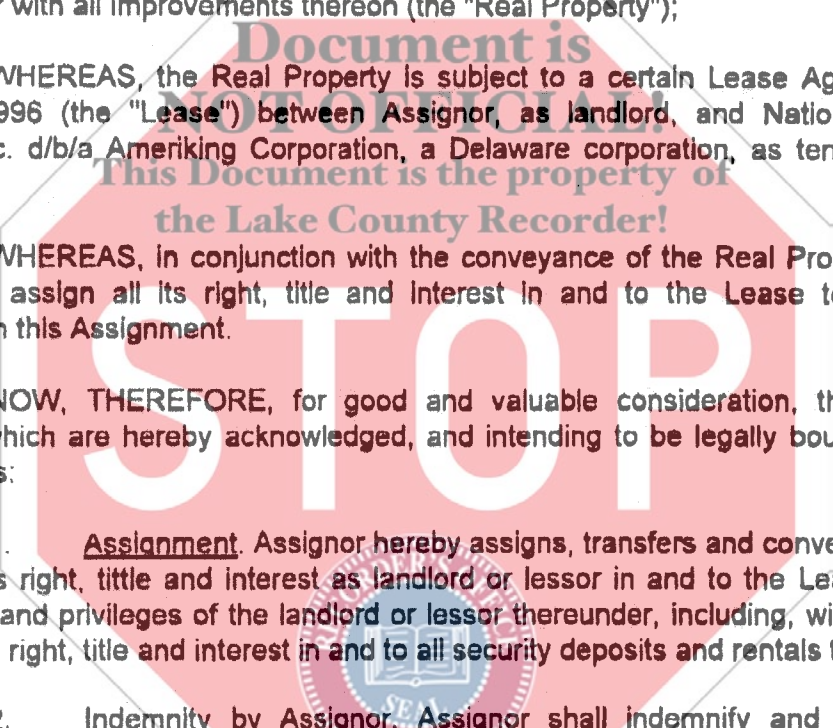
2. Indemnity by Assignor. Assignor shall indemnify and hold Assignee harmless from any claim, liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs) arising out of (a) any obligation or liability of the landlord or lessor under the Lease which was to be performed or which became due during the period in which Assignor owned the Real Property and (b) any obligation or liability of landlord or lessor under the Lease arising after the date hereof relating to acts or omissions occurring prior to the date hereof during the period Assignor owned the Real Property.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee (a) that it has full power and authority to assign the Lease to Assignee, (b) that the Lease is in full force and effect and has not been modified or amended in any manner whatsoever and (c) all right, title and interest of Assignor in and to the Lease is free and clear of any and all claims, lines and encumbrances whatsoever and that it does warrant and will forever defend the same against the claim or claims of all persons whomsoever.

PREPARED BY AND AFTER RECORDING FEE PAID TO:
LOWMEES, BROOKER, DOSTOR, KAMROR & REEB
P.O. Box 2809
Orlando, Florida 32802
Attention: DALE E. BURKETT

HOLD FOR FIRST AMERICAN TITLE

See exoneration provision attached hereto and made a part hereof.
96022099



Handwritten signature/initials

4. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

5. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

[Signatures on next page]



Signed, Sealed and Delivered
in the presence of:

ASSIGNEE

**CNL AMERICAN PROPERTIES FUND,
INC., a Maryland corporation**

Mary Lee Stallings
Name: Mary Lee Stallings

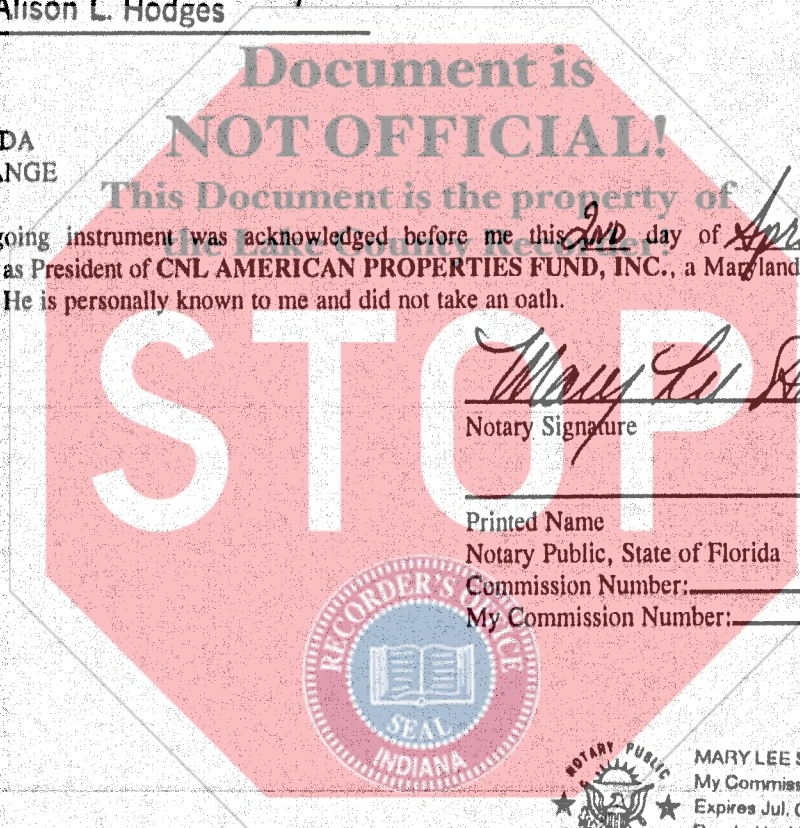
By: [Signature]
Robert A. Bourne, as President

Alison L. Hodges
Name: Alison L. Hodges

STATE OF FLORIDA
COUNTY OF ORANGE

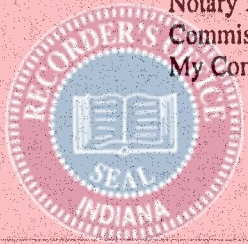
**Document is
NOT OFFICIAL!**
This Document is the property of

The foregoing instrument was acknowledged before me this 2nd day of April, 1996 by **Robert A. Bourne**, as President of **CNL AMERICAN PROPERTIES FUND, INC.**, a Maryland corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



Mary Lee Stallings
Notary Signature

Printed Name
Notary Public, State of Florida
Commission Number: _____
My Commission Number: _____



MARY LEE STALLINGS
My Commission CC478289
Expires Jul. 08, 1999
Bonded by HAI
800-422-1555

ASSIGNOR

LAKE COUNTY TRUST COMPANY, as
Trustee U/T/A dated January 23, 1996,
Trust No. 4734

SEE SIGNATURE PAGE ATTACHED

Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
1996 by _____ as _____ of Lake County Trust
Company, as Trustee U/T/A dated January 23, 1996, Trust No. 4734. He/She is personally known to me
and did not take an oath.



SEE SIGNATURE PAGE ATTACHED

Notary Signature

Printed Name

Notary Public, State of Illinois

My Commission Expires: _____

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 11th day of March, 1996.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 23, 1996 and known as Trust No. 4734.

BY: Elaine M. Worstell
Elaine M. Worstell, Trust Officer

ATTEST:
BY: Sandra L. Stiglitz
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 11th day of March, 1996.

Leah Susanne Anderson
Leah Susanne Anderson-Notary Public

My Commission Expires: 4-7-99

Resident: Lake County, Indiana

Exhibit A

THAT PART OF LOT 1, HIGHLAND TOWN CENTER, IN THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 77, PAGE 23, IN LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT, 661.10 FEET; THENCE SOUTH 78 DEGREES 24 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT, 428.64 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 0 DEGREES 09 MINUTES 48 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 888.37 FEET TO A POINT, SAID POINT BEING 1398.58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 566.38 FEET; THENCE SOUTHWESTERLY 528.83 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 441.00 FEET, WHOSE CHORD BEARS SOUTH 34 DEGREES 11 MINUTES 26 SECONDS WEST, 497.71 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 48 SECONDS EAST, ALONG A LINE DRAWN TANGENT TO THE LAST DESCRIBED CURVE, 223.40 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 12 SECONDS WEST, 28.28 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, 236.24 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 1; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT BY THE FOLLOWING COURSES; THENCE NORTH 41 DEGREES 03 MINUTES 43 SECONDS WEST, 33.55 FEET; THENCE NORTH 2 DEGREES 34 MINUTES 45 SECONDS EAST, 125.89 FEET; THENCE NORTH 1 DEGREE 08 MINUTES 49 SECONDS EAST, 184.72 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.00 FEET; THENCE NORTH 1 DEGREE 08 MINUTES 49 SECONDS EAST, 150.00 FEET; THENCE NORTH 44 DEGREES 02 MINUTES 57 SECONDS EAST 39.06 FEET; THENCE NORTH 1 DEGREE 08 MINUTES 49 SECONDS EAST 88.00 FEET; THENCE NORTH 40 DEGREES 48 MINUTES 54 SECONDS WEST, 39.77 FEET; THENCE NORTH 1 DEGREE 08 MINUTES 49 SECONDS EAST, 110.00 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.00 FEET; THENCE NORTH 1 DEGREE 08 MINUTES 49 SECONDS EAST, 201.39 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 18 SECONDS WEST, 466.69 FEET; THENCE NORTH 5 DEGREES 14 MINUTES 02 SECONDS EAST, 230.11 FEET TO THE HEREIN ABOVE DESIGNATED POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEEDED TO ACME MARKETS, INC., A PENNSYLVANIA CORPORATION, BY SPECIAL WARRANTY DEED DATED MARCH 29, 1995 AND RECORDED APRIL 6, 1995 AS DOCUMENT NO. 95019080.



Tax ID No. 27-27-4, Unit #16