

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED **2000 015748**

Daniel F. McIntosh, Esquire
**LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.**
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802-2809
(407) 843-4600

STATE OF INDIANA
LAKE COUNTY
FILED IN RECORD

2000 MAR 7 AM 9:00

MONTE W. CARTER
RECORDER

ASSIGNMENT OF MORTGAGE LOAN DOCUMENTS

FOR VALUE RECEIVED the undersigned **CNL APF PARTNERS, LP**, a Delaware limited partnership, whose address is CNL Center at City Commons, 450 South Orange Avenue, Orlando, Florida 32801-3336 ("Assignor") does hereby unconditionally transfer, assign and set over without recourse unto **CNL FINANCIAL V, LP**, a Delaware limited partnership, whose address is 103 Foulk Road, Suite 202, Wilmington, Delaware 19803 ("Assignee") all of its right, title and interest in and under all documents executed and delivered in connection with and evidencing and securing a certain secured loan in the original cumulative principal amount of \$4,362,000.00 (the "Loan") made by Assignor to **RT MICHIANA FRANCHISE, LLC**, a Delaware limited liability company ("Borrower"), including without limitation the documents identified in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter collectively referred to as the "Loan Documents"). The real property referenced in the Loan Documents and securing the performance thereof is described and set forth in Exhibit "B" attached hereto and by this reference made a part thereof.

Assignor does hereby represent and warrant to, and covenant with, Assignee concerning the Loan Documents as follows:

- A. Assignor is the true and lawful sole owner of the Loan Documents;
- B. Assignor has full right, title and authority to make this Assignment of the Loan Documents to Assignee;
- C. Assignor has not executed any transfer, conveyance, release, discharge, satisfaction or cancellation of any of its rights under the Loan Documents;
- D. The Note has not been accelerated as of the date hereof;
- E. Assignor will endorse the Note to Assignee, without recourse; and

914097-72095/328681
Site No. 2942/Merrillville, IN

First Title Corp
3237 Satellite Blvd
Ste 450
Duluth, Ga. 30096

2000
22167

25x17

F. The current principal balance due under the Note and Mortgage as of the date hereof is equal to the amount set forth above.

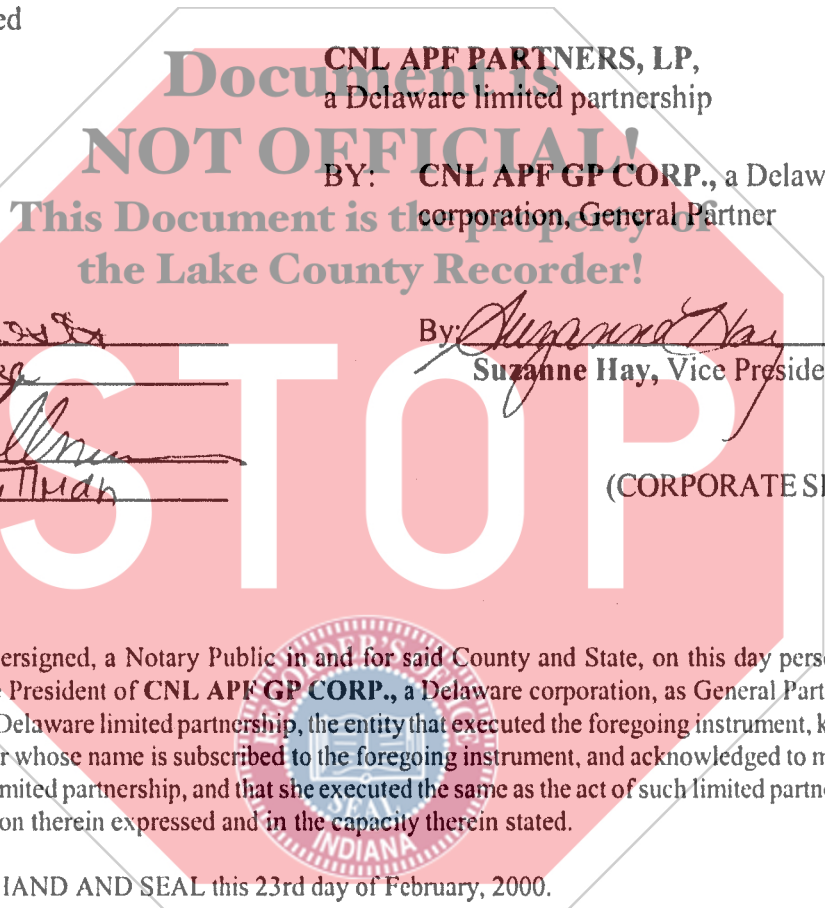
Neither the Mortgagor under the Loan Documents nor its successors, assigns, grantees nor any other persons or entities has as of the date hereof notified Assignor of, nor is Assignor aware of, any defense to the validity or enforceability of the Note, the Mortgage or the Loan Documents. The person executing this Assignment on behalf of Assignor has full power and authority to do so.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in manner and form sufficient to bind it as of the date of funding of the Loan.

Signed, sealed and delivered in the presence of:

CNL APF PARTNERS, LP,
a Delaware limited partnership

BY: CNL APF GP CORP., a Delaware
corporation, General Partner



Kris Foster
Name: Kris Foster

By: Suzanne Hay
Suzanne Hay, Vice President

Carrie Littleman
Name: Carrie Littleman

(CORPORATE SEAL)

STATE OF DELAWARE
COUNTY OF NEW CASTLE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Suzanne Hay** as Vice President of **CNL APF GP CORP.**, a Delaware corporation, as General Partner of **CNL APF PARTNERS, LP**, a Delaware limited partnership, the entity that executed the foregoing instrument, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited partnership, and that she executed the same as the act of such limited partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 23rd day of February, 2000.

Mary S. Stawiky
Notary Public - State of Delaware

Print Name: MARY S. STAWIKEY
Commission Number: 199839814
Commission Expires: 9/3/00

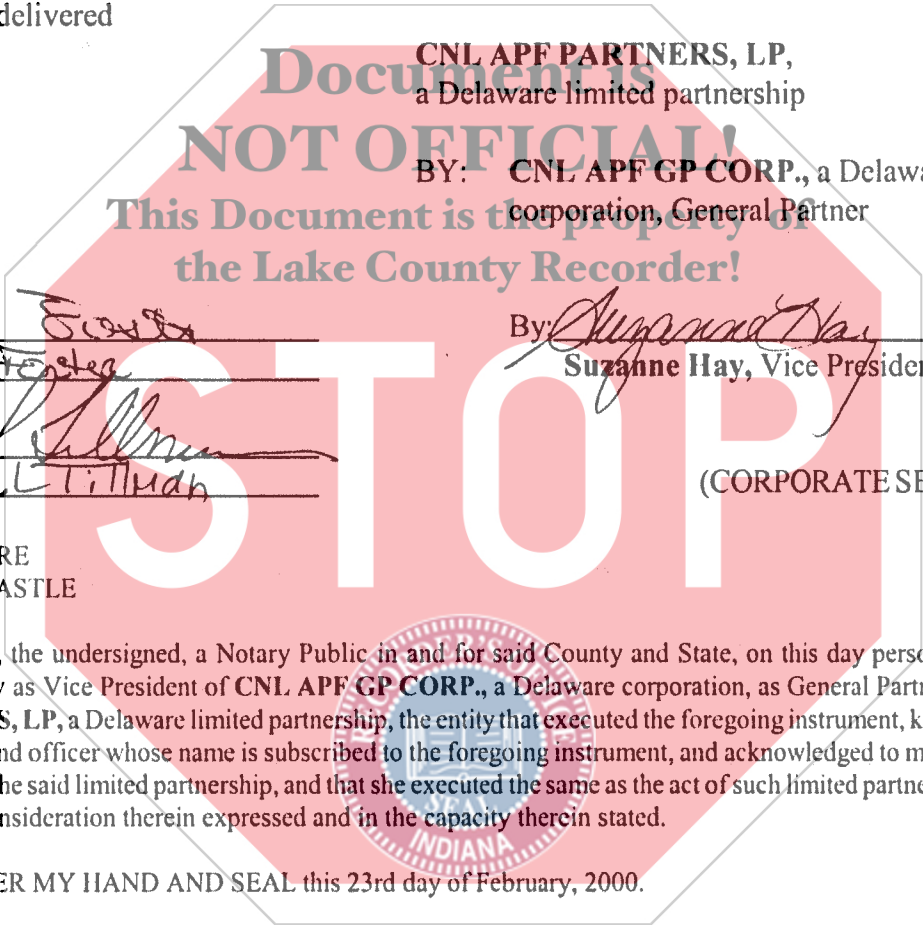
MARY S. STAWIKEY, NOTARY PUBLIC
State of Delaware, New Castle County
Commission No. 199839814
My Commission Expires 9/3/2000

F. The current principal balance due under the Note and Mortgage as of the date hereof is equal to the amount set forth above.

Neither the Mortgagor under the Loan Documents nor its successors, assigns, grantees nor any other persons or entities has as of the date hereof notified Assignor of, nor is Assignor aware of, any defense to the validity or enforceability of the Note, the Mortgage or the Loan Documents. The person executing this Assignment on behalf of Assignor has full power and authority to do so.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in manner and form sufficient to bind it as of the date of funding of the Loan.

Signed, sealed and delivered in the presence of:



CNL APF PARTNERS, LP,
a Delaware limited partnership

BY: CNL APF GP CORP., a Delaware corporation, General Partner

Heia Foster
Name: Heia Foster

By: Suzanne Hay
Suzanne Hay, Vice President

Carrie Littlejohn
Name: Carrie Littlejohn

(CORPORATE SEAL)

STATE OF DELAWARE
COUNTY OF NEW CASTLE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Suzanne Hay** as Vice President of **CNL APF GP CORP.**, a Delaware corporation, as General Partner of **CNL APF PARTNERS, LP**, a Delaware limited partnership, the entity that executed the foregoing instrument, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited partnership, and that she executed the same as the act of such limited partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 23rd day of February, 2000.

Mary S. Stawieky
Notary Public - State of Delaware

Print Name: MARY S. STAWIKEY
Commission Number: 199839814
Commission Expires: 9/3/00

MARY S. STAWIKEY, NOTARY PUBLIC
State of Delaware, New Castle County
Commission No. 199839814
My Commission Expires 9/3/2000

EXHIBIT "A"

Loan Documents for \$4,362,000.00 Loan from
CNL FINANCIAL V, LP, a Delaware limited partnership,
to **RT MICHIANA FRANCHISE, LLC**, a Delaware limited liability company

1. Promissory Note dated February 22, 2000, in the amount of \$4,362,000.00 from RT Michiana Franchise, LLC, a Delaware limited liability company, in favor of CNL APF Partners, LP.
2. Commercial Mortgage, Assignment of Rents and Security Agreement dated February 22, 2000 from RT Michiana Franchise, LLC, a Delaware limited liability company, in favor of CNL APF Partners, LP, a Delaware limited partnership, and recorded simultaneously herewith in the Public Records of Lake County, Indiana.
3. Loan Agreement dated February 22, 2000 between RT Michiana Franchise, LLC, a Delaware limited liability company, and CNL APF Partners, LP.
4. UCC-2 Financing Statement from RT Michiana Franchise, LLC, a Delaware limited liability company, Debtor, to CNL APF Partners, LP, a Delaware limited partnership, Secured Party, recorded simultaneously herewith in the Public Records of Lake County, Indiana.
5. UCC-1 Financing Statement from RT Michiana Franchise, LLC, a Delaware limited liability company, Debtor, to CNL APF Partners, LP, Secured Party, filed with the Indiana Secretary of State.
6. UCC-1 Financing Statement from RT Michiana Franchise, LLC, a Delaware limited liability company, Debtor, to CNL APF Partners, LP, Secured Party, filed with the Delaware Secretary of State.
7. UCC-1 Financing Statement from RT Michiana Franchise, LLC, a Delaware limited liability company, Debtor, to CNL APF Partners, LP, Secured Party, filed with the Alabama Secretary of State.
8. UCC-1 Financing Statement from RT Michiana Franchise, LLC, a Delaware limited liability company, Debtor, to CNL APF Partners, LP, Secured Party, filed with the Tennessee Secretary of State.

9. Assignment of Warranties, Contracts, Permits, Etc. dated February 22, 2000 by and from RT Michiana Franchise, LLC, a Delaware limited liability company, in favor of CNL APF Partners, LP, a Delaware limited partnership.
10. Environmental Indemnity Agreement dated February 22, 2000 from RT Michiana Franchise, LLC, a Delaware limited liability company, to CNL APF Partners, LP.
11. Limited Collateral Assignment of Liquor License from RT Michiana Franchise, LLC, a Delaware limited liability company, to CNL APF Partners, LP.
12. Collateral Assignment of Management Agreement from RT Michiana Franchise, LLC, a Delaware limited liability company, and Ruby Tuesday, Inc., a Georgia corporation, to CNL APF Partners, LP.
13. Fidelity National Title Loan Policy naming CNL Financial V, LP as insured, in the amount of \$720,000.00.
14. Attorney Opinion Letter dated February 28, 2000, by Anthony J. Saulino, Jr., Esq. of Butzel Long and addressed to CNL APF Partners, LP.
15. Commitment Letter dated January 18, 2000 issued by CNL APF Partners, LP to RT Michiana Franchise, LLC.

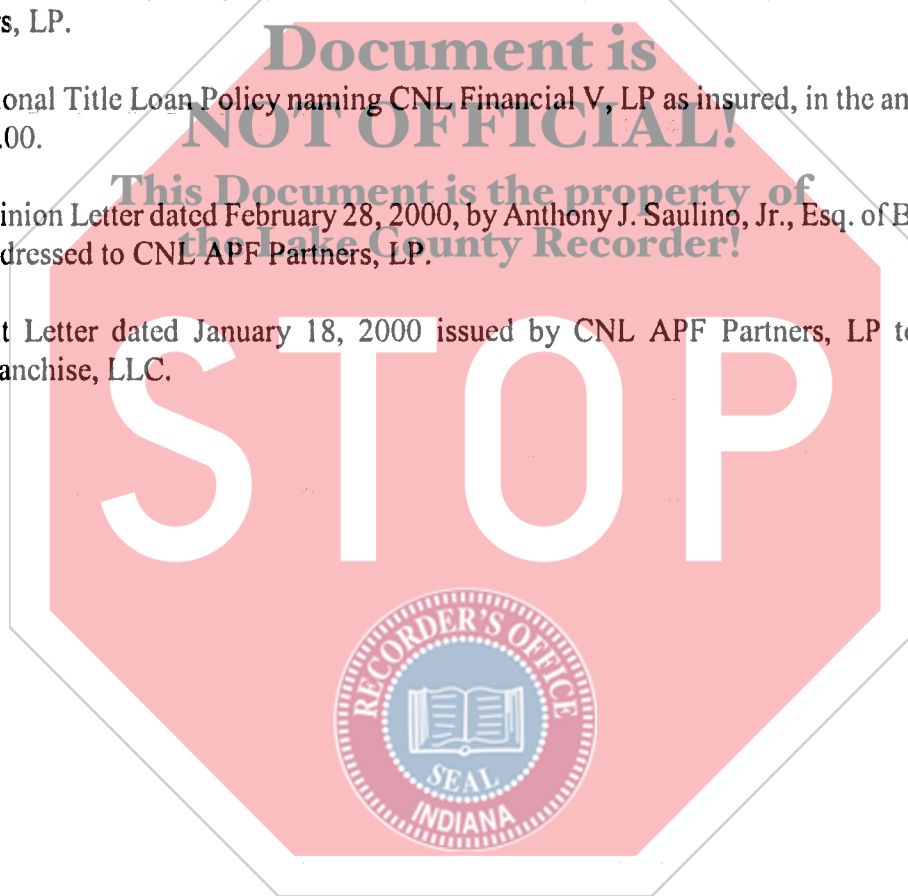


EXHIBIT XB

LEGAL DESCRIPTION

Unit No. AU-500 of the SOUTHLAKE MALL in Merrillville, Indiana more particularly described as follows:
PARCEL 1: PART OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 3 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 SECONDS 24 MINUTES EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET, 376.01 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 904.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 71.31 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 58 DEGREES 57 MINUTES 55 SECONDS WEST, 189.62 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 251.51 FEET; THENCE NORTH 43 DEGREES 20 MINUTES 00 SECONDS WEST, 334.48 FEET; THENCE NORTH 46 DEGREES 03 MINUTES 00 SECONDS EAST, 255.69 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 25 DEGREES 43 MINUTES 53 SECONDS WEST, 94.17 FEET; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST, 73.00 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 4 DEGREES 42 MINUTES 06 SECONDS WEST, 172.88 FEET; THENCE NORTH 9 DEGREES 35 MINUTES 46 SECONDS EAST, 177.00 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS NORTH 35 DEGREES 24 MINUTES 14 SECONDS WEST, 49.50 FEET; THENCE NORTH 80 DEGREES 24 MINUTES 14 SECONDS WEST, 103.84 FEET; THENCE ALONG THE ARC OF A 370 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 86 DEGREES 33 MINUTES 07 SECONDS WEST, 79.25 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 00 SECONDS WEST, 225.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 80.00 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 225.00 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 86 DEGREES 33 MINUTES 07 SECONDS EAST, 96.39 FEET; THENCE SOUTH 80 DEGREES 24 MINUTES 14 SECONDS EAST, 103.84 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 57 DEGREES 16 MINUTES 30 SECONDS EAST, 47.13 FEET; THENCE ALONG THE ARC OF A 340 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CHORD BEARS NORTH 32 DEGREES 13 MINUTES 26 SECONDS EAST, 201.90 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 39 DEGREES 44 MINUTES 54 SECONDS EAST, 152.39 FEET; THENCE NORTH 69 DEGREES 00 MINUTES 00 SECONDS WEST, 185.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 552.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE ALONG THE ARC OF A 53.617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, 3.03 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 29.84 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A 300.68 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS SOUTH 19 DEGREES 45 MINUTES 47 SECONDS EAST, 189.82 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS SOUTH 4 DEGREES 04 MINUTES 54 SECONDS EAST, 39.23 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 154.98 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 416.47 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 292.00 FEET; THENCE SOUTH 62 DEGREES 52 MINUTES 00 SECONDS EAST, 105.36 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 355.70 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 95.71 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 222.80 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 312.59 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 13 SECONDS WEST, 179.55 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 48.50 FEET; THENCE NORTH 68 DEGREES 38 MINUTES 13 SECONDS EAST, 105.80 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 43 DEGREES 38 MINUTES 13 SECONDS EAST, 49.50 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 78.93 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS

WEST, 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U. S. ROUTE #30;
THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 180.00 FEET ALONG
THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 1
DEGREE 21 MINUTES 47 SECONDS EAST, 108.93 FEET; THENCE ALONG THE ARC
OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS
SOUTH 46 DEGREES 21 MINUTES 47 SECONDS EAST, 49.50 FEET; THENCE NORTH
88 DEGREES 38 MINUTES 13 SECONDS EAST, 196.21 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 392.71 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 254.00 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 666.70 FEET; THENCE NORTH 72
DEGREES 08 MINUTES 00 SECONDS EAST, 736.50 FEET; THENCE ALONG THE ARC
OF A 712 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS
NORTH 6 DEGREES 49 MINUTES 08 SECONDS WEST, 322.07 FEET; THENCE NORTH
87 DEGREES 14 MINUTES 16 SECONDS EAST, 83.44 FEET; THENCE DUE SOUTH
353.91 FEET; THENCE SOUTH 9 DEGREES 47 MINUTES 44 SECONDS WEST, 174.01
FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 700.00 FEET;
THENCE SOUTH 21 DEGREES 39 MINUTES 19 SECONDS EAST, 210.00 FEET;
THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 130.00 FEET;
THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 210.00 FEET;
THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 48.58 FEET; THENCE
NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 479.41 FEET; THENCE SOUTH
72 DEGREES 08 MINUTES 00 SECONDS WEST, 73.73 FEET; THENCE NORTH 17
DEGREES 52 MINUTES 00 SECONDS WEST, 120.00 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 270.00 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 116.00 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 87.86 FEET; THENCE SOUTH 20
DEGREES 19 MINUTES 09 SECONDS WEST, 100.51 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 451.23 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 466.71 FEET; THENCE SOUTH 68
DEGREES 21 MINUTES 41 SECONDS WEST, 183.84 FEET TO THE POINT OF
BEGINNING.

ALSO COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE
NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2402.02 FEET ALONG THE WEST
LINE OF SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 EAST, 330.00
FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET;
THENCE NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, 510.01 FEET;

