

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Daniel F. McIntosh, Esquire
**LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.**
c/o Keren Baki
3922 Coconut Palm Drive, Suite 102
Tampa, Florida 33619
(813) 222-1457

STATE MS. - DESOTO CO.
FILED

APR 25 9 18 AM '00
COB
RES

BK 1206 PG 558
W.E. BAKER SR. CLK.

ASSIGNMENT OF MORTGAGE LOAN DOCUMENTS

FOR VALUE RECEIVED THIS ASSIGNMENT (the "Assignment") is executed and delivered by the undersigned, **NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION**, as **Indenture Trustee** under that certain indenture dated as of August 15, 1999 (as amended, modified and/or supplemented from time to time, the "F6 Indenture") whose address is Sixth and Marquette Avenue, MAC N9311-161, Minneapolis, Minnesota 55479 and **CNL FINANCIAL VI, LP**, a Delaware limited partnership, whose address is 103 Foulk Road, Suite 207, Wilmington, Delaware 19803 (which foregoing entities are hereinafter collectively referred to as the "Assignors") in favor of **CNL Funding 99-1, LP**, a Delaware limited partnership, whose address is 103 Foulk Road, Suite 202, Wilmington, Delaware 19803 (hereinafter referred to as the "Assignee").

WHEREAS, CNL FINANCIAL VI, LP, a Delaware limited partnership, is the owner of a certain mortgage loan ("Mortgage Loan") more particularly identified as follows:

That certain secured loan in the original cumulative principal amount of \$1,141,000.00 to **VALENTI MID-SOUTH REALTY, LLC**, a Tennessee limited liability company, and **VALENTI MID-SOUTH MANAGEMENT, LLC**, a Tennessee limited liability company ("Borrower"), as evidenced by the documents identified in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter collectively referred to as the "Mortgage Loan Documents"), with the real property referenced in the Mortgage Loan Documents being described as set forth in Exhibit "B" attached hereto and by this reference made a part hereof;

NOW THEREFORE, CNL FINANCIAL VI, LP and **NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION**, as **Indenture Trustee** under that certain indenture dated as of August 15, 1999, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, do hereby assign, transfer, set over, release, quitclaim and otherwise grant and convey to Assignee, and their successors and assigns forever, without recourse, all of their rights, title and interest in, to, and under the Mortgage Loan, together with all their rights, title and interest in, to and under the Mortgage Loan Documents.

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

the Mortgage Loan and the Mortgage Loan Documents under a collateral assignment ("Collateral Assignment"), to secure the compliance of CNL FINANCIAL VI, LP with all of the provisions and obligations of the F6 Indenture; and

WHEREAS, in its capacity as Indenture Trustee under the F6 Indenture, NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby does transfer, assign, set over, quitclaim, and otherwise grant and convey all of its right, title and interest in the Mortgage Loan and the Mortgage Loan Documents to CNL FINANCIAL VI, LP for the purpose of terminating the Collateral Assignment and any interest it has had as Collateral Assignee; and

WHEREAS, CNL FINANCIAL VI, LP, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, does hereby assign, transfer, set over, release, quitclaim and otherwise grant and convey to Assignee, and its successors and assigns forever, without recourse, all of its right, title and interest in, to, and under the Mortgage Loan, together with all its right, title and interest in, to and under the Mortgage Loan Documents.

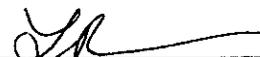
Neither the Mortgagor under the Mortgage Loan Documents nor its successors, assigns, grantees nor any other persons or entities has as of the date hereof notified Assignors of, nor is any Assignor aware of, any defense to the validity or enforceability of the Note, the Mortgage or the Mortgage Loan Documents.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

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed in manner and form sufficient to bind them as of the 11 day of November, 1999.

Signed, sealed and delivered
in the presence of:

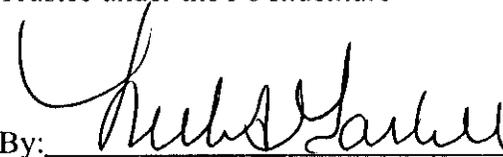


Kurt Forrest Brewer



Lorrie Richards

**NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION**, as Indenture
Trustee under the F6 Indenture

By: 

LESLIE GASKILL, Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Leslie Gaskill**, as Vice President of **NORWEST BANK, MINNESOTA, NATIONAL ASSOCIATION**, the person who 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 said National Association, and that (s)he executed the same as the act of such entity for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 11 day of November, 1999.

(NOTARY SEAL)

JENNIFER WILLIFORD
Notary Public, State of New York
No. 01W16015931
Qualified in Bronx County
Commission Expires Nov. 09, 2000

Jennifer Williford
Notary Signature

Printed Name
Notary Public - State of _____
Commission No.: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

CNL FINANCIAL VI, LP, a Delaware
limited partnership

By: **CNL FINANCIAL VI, INC.**, a
Delaware corporation, as its General
Partner

Name: Kurt Forrest Brewer

Name: Lorrie Richards

By:

STEVEN D. SHACKELFORD,
Chief Financial Officer

(CORPORATE SEAL)

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Steven D. Shackelford**, as Chief Financial Officer of **CNL FINANCIAL VI, INC.**, a Delaware corporation, as general partner of **CNL FINANCIAL VI, LP**, a Delaware limited partnership, the person who 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 corporation and limited partnership, and that (s)he executed the same as the act of such corporation as general partner of such limited partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 11 day of November, 1999.

(NOTARY SEAL)
AARON R. PAM
Notary Public, State of New York
County of Kings
My Commission Expires July 15, ~~1999~~ 2001
No. 01PA5013112

Notary Signature

Printed Name

Notary Public - State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

CNL FINANCIAL VI, LP

\$1,141,000.00 LOAN TO
VALENTI MID-SOUTH REALTY, L.L.C., AND
A TENNESSEE LIMITED LIABILITY COMPANY,
VALENTI MID-SOUTH MANAGEMENT, L.L.C.,
A TENNESSEE LIMITED LIABILITY COMPANY,
SITE 5117, HORN LAKE, DESOTO COUNTY, MISSISSIPPI

FUNDING DATE: OCTOBER 15, 1999

1. Promissory Note for \$1,141,000.00.
2. Allonge dated October 11, 1999 from CNL APF Partners, LP, CNL Financial VI Holdings, LP and CNL Financial VI, LP, in favor of Norwest Bank Minnesota, N.A., as Indenture Trustee.
3. Deed of Trust from Valenti Mid-South Realty, LLC and Valenti Mid-South Management, LLC to CNL APF Partners, LP recorded October 22, 1999, at 2:49 p.m., Book 1159, Page 169, Public Records of DeSoto County, Mississippi.
4. Assignment of Mortgage Loan Documents executed by CNL APF Partners, LP, CNL Financial VI Holdings, LP, and CNL Financial VI, LP in favor of Norwest Bank Minnesota, N.A., as Indenture Trustee recorded October 22, 1999, at 3:06 p.m., Book 1159, Page 200, Public Records of DeSoto County, Mississippi.
5. UCC-1 Financing Statement with Valenti Mid-South Realty, LLC and Valenti Mid-South Management, LLC, as Debtors, and CNL APF Partners, LP, as Secured Party (as assigned therein to Norwest Bank Minnesota, N.A., as Indenture Trustee) recorded October 22, 1999, Document No. 179-10-99, Public Records of DeSoto County, Mississippi.
6. UCC-1 Financing Statement with Valenti Mid-South Realty, LLC and Valenti Mid-South Management, LLC, as Debtors, and CNL APF Partners, LP, as Secured Party (as assigned therein to Norwest Bank Minnesota, N.A., as Indenture Trustee) filed with the Mississippi Secretary of State on November 4, 1999, File/Document No. 01377451.
7. UCC-1 Financing Statement with Valenti Mid-South Realty, LLC and Valenti Mid-South Management, LLC, as Debtors, and CNL APF Partners, LP, as Secured Party (as assigned therein to Norwest Bank Minnesota, N.A., as Indenture Trustee) filed with the Tennessee Secretary of State on November 12, 1999, File/Document No. 992-053222.
8. Guaranty by Valenti Florida Realty, Inc., a Florida corporation, and Valenti Florida Management, Inc., a Florida corporation..

9. Assignment of Development Rights, Contracts, Permits, Etc. dated October 11, 1999.
10. Assignment of Warranties dated October 11, 1999.
11. Management Agreement by and between Valenti Florida Management, Inc. and Valenti Mid-South Management, L.L.C.
12. Collateral Assignment of Management Agreement by Valenti Mid-South Realty, L.L.C. and Valenti Mid-South Management, L.L.C.
13. Managers' Consent and Subordination to Collateral Assignment of Management Agreement.
14. Loan Closing Statement.
15. Lawyers Title Insurance Company commitment #3029.
16. Lawyers Title Insurance Company Loan Policy , with Applicable Endorsements.
17. Attorney Opinion Letter (corporate opinion), by Evan D. Coobs, Esquire of Meyer, Capel, Hirschfeld, Munch, Jahn & Aldeen, P.C.
18. Attorney Opinion Letter (enforceability), by Charles S., Tindall, III of Lake Tindall, LLP. (Mississippi)
19. As-built survey dated.(to be provided post closing)
20. Commitment letter dated August 2, 1999, and Assignment and Assumption dated October 11, 1999.

BK 1206PG0564

Valenti

\$1.141M

EXHIBIT "B"

1164-004431

LEGAL DESCRIPTION

Lot 2, Phase I, DeSoto Crossing Subdivision, in Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 42, Page 4, in the office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at a point, said point being the southeast corner of Lot 1 of said DeSoto Crossing Subdivision, being 54.38 feet north of the centerline of Goodman Road and 860.3 feet east of the southwest corner of said Section 25 as measured along the centerline of Goodman Road; thence North 00°38'20" West along the east line of Lot 1 of said subdivision, a distance of 250.00 feet to a point, said point being on the north line of Lot 2 of said subdivision; thence North 89°21'40" East along the north line of Lot 2 of said subdivision, a distance of 180.00 feet to a point, said point being on the west line of Interstate Boulevard (80 foot right-of-way); thence South 00°38'20" East along the west line of Interstate Boulevard, a distance of 226.89 feet to a point, said point being on the north line of Goodman Road; thence with a curve to the left having a 11,559.16 foot radius, an arc distance of 31.23 feet (chord North 88°51'24" West, 31.23 feet) to a point; thence South 33°17'35" West along the northwesterly line of Goodman Road, a distance of 29.39 feet to a point; thence South 89°29'35" West continuing along the north line of Goodman Road, a distance of 132.38 feet to the point of beginning and containing 44,089 square feet, or 1.01 acres, more or less.

No. 49: 718 Goodman Road West, Horn Lake, MS