

BK 1581 PG 0534

ASSIGNMENT OF DEED OF TRUST

STATE MS. DEPT. OF SO. CO. ^{PS}
FILED ^{RS}
Oct 14 10 20 AM '02

ASSIGNEE/
ASSIGNOR: PFFC FUNDING, LLC
c/o Peachtree Franchise Finance, LLC
2859 Paces Ferry Road, Suite 300
Atlanta, Georgia 30339

BK 1581 PG 534
WEST VIRGINIA DEPT. OF SO. CO.

ASSIGNEE/
ASSIGNOR: PEACHTREE FRANCHISE LOAN LLC, 1999-A
c/o Peachtree Franchise Finance, LLC
2859 Paces Ferry Road, Suite 300
Atlanta, Georgia 30339

ASSIGNEE: U.S. BANK, NATIONAL ASSOCIATION,
as Indenture Trustee
First Trust Center
180 East Fifth Street
St. Paul, Minnesota 55101

This Document Prepared By or Under the Supervision of:

Peachtree Franchise Finance, LLC
2859 Paces Ferry Road, Suite 300
Atlanta, Georgia 30339

After Recording, Return to:

Peachtree Franchise Loan LLC 1999-A
c/o Peachtree Franchise Finance, LLC
2859 Paces Ferry Road, Suite 300
Atlanta, Georgia 30339
Attention: Loan Administration

Borrower: Delta Bluff, LLC
Business Unit No.: 1107
Loan No.: 0028-001107 (fka 01-3-APP-1-10-1-1107)

ASSIGNMENT OF DEED OF TRUST

Dated as of September 3, 2002

FOR VALUE RECEIVED, PFFC FUNDING, LLC, a Delaware limited liability company ("PFFC"), whose address is c/o Peachtree Franchise Finance, LLC 2859 Paces Ferry Road, Suite 300, Atlanta, Georgia 30339, all of its right, title and interest in and to a certain Deed of Trust dated October 26, 1998 made and executed by DELTA BLUFF, LLC doing business in Mississippi as DELTA BLUFF OF MISSISSIPPI, LLC, a Tennessee limited liability company, having an address at 35 Union Avenue, Suite 301, Memphis, Tennessee 38103, Grantor, to and in favor of PEACHTREE FRANCHISE FINANCE, LLC ("PEACHTREE") upon the following described property situated in De Soto County, State of Mississippi more particularly described in EXHIBIT A attached hereto and made part hereof, such Deed of Trust having been given to secure payment of THREE MILLION FOUR HUNDRED THOUSAND AND 00/100 (\$3,430,000.00), which Deed of Trust is of record in Book 1050, Page 261 of the Records of De Soto County, State of Mississippi, together with the note and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust (collectively, the "Assigned Instruments, Debt and Rights");

Whereas PEACHTREE assigned all of its right, title and interest in and to the Assigned Instruments, Debt and Rights via Assignment of Deed of Trust ("Assignment") to PFFC dated October 26, 1998, which Assignment is of record in Book 1056, Page 0177 of the Records of De Soto County, State of Mississippi;

TO HAVE AND TO HOLD the same unto PFFC, its successors and assigns, absolutely and not as collateral security, without recourse or warranty, express or implied subject only to the terms and conditions of the above-described Deed of Trust; and further,

FOR VALUE RECEIVED, PFFC does hereby grant, sell, assign, transfer and convey, unto PEACHTREE FRANCHISE LOAN LLC, 1999-A, a Delaware limited liability company ("PEACHTREE 1999-A") whose address is c/o Peachtree Franchise Finance, LLC, 2859 Paces Ferry Road, Suite 300, Atlanta, Georgia 30339, all of its right, title and interest in and to the Assigned Instruments, Debt and Rights;

TO HAVE AND TO HOLD the same unto PEACHTREE 1999-A, its successors and assigns, absolutely and not as collateral security, without recourse or warranty, express or implied subject only to the terms and conditions of the above-described Deed of Trust; and further,

FOR VALUE RECEIVED, PEACHTREE 1999-A does hereby grant, sell, assign, transfer and convey, unto U.S. BANK NATIONAL ASSOCIATION, a national banking association, whose address is First Trust Center, 180 E. Fifth Street, St. Paul, Minnesota 55101, in its capacity as indenture trustee (the "INDENTURE TRUSTEE") under the Indenture, dated as of April 1, 1999, between Peachtree 1999-A and the

Borrower: Delta Bluff, LLC
Business Unit No.: 1107
Loan No.: 0028-001107 (fka 01-3-APP-1-10-1-1107)

Indenture Trustee, all of its right, title and interest in and to the Assigned Instruments, Debt and Rights;

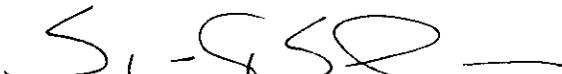
TO HAVE AND TO HOLD the same unto the INDENTURE TRUSTEE, its successors and assigns, absolutely and not as collateral security, without recourse or warranty, express or implied subject only to the terms and conditions of the above-described Deed of Trust.

This Assignment of Deed of Trust may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment of Deed of Trust effective as of the date first above written.

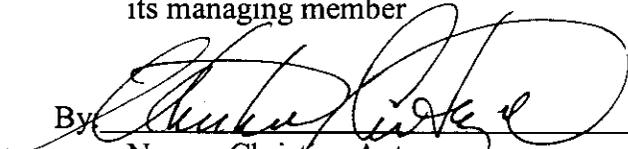
WITNESSETH:

PFFC FUNDING, LLC,
a Delaware limited liability company

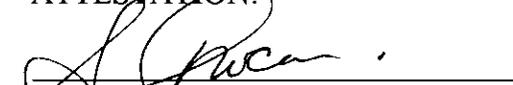

Name: Scott O. Shelton

By: PEACHTREE FRANCHISE FINANCE, LLC,
its managing member


Name: N. L. Cronje

By: 
Name: Christine Antaya
Title: Senior Vice President

ATTESTATION:


Name: Snowky D. Inocencio
Title: Assistant Secretary

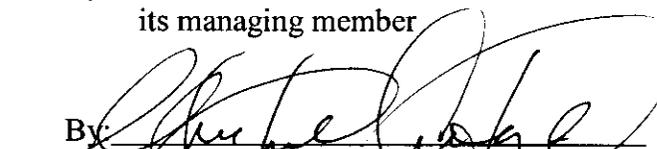
WITNESSETH:

PEACHTREE FRANCHISE LOAN LLC 1999-A,
a Delaware limited liability company

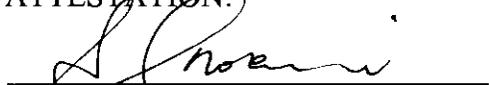

Name: Scott O. Shelton

By: PEACHTREE FINANCING CORP.,
its managing member


Name: N. L. Cronje

By: 
Name: Christine Antaya
Title: Senior Vice President

ATTESTATION:


Name: Snowky D. Inocencio
Title: Assistant Secretary

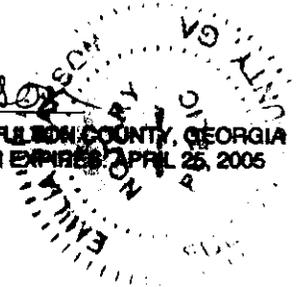
ACKNOWLEDGEMENT

STATE OF GEORGIA §
 COUNTY OF COBB §

Before me, the undersigned authority, a Notary Public in and for the State of Georgia and County of Fulton, personally appeared Christine Antaya, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Senior Vice President of Peachtree Franchise Finance, LLC, the managing member of PFFC FUNDING, LLC, the within named bargainor, a limited liability company, and that as such she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the managing member on behalf of the limited liability company by herself as Senior Vice President.

WITNESS my hand and Official Seal at the office in said State and County this 3rd day of September, 2002.


 Notary Public NOTARY PUBLIC, FULTON COUNTY, GEORGIA
 MY COMMISSION EXPIRES: APRIL 25, 2005



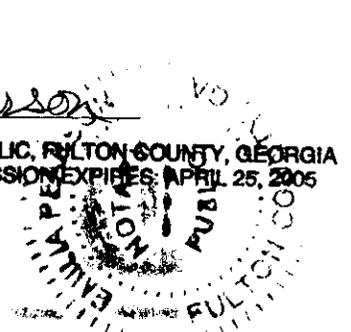
ACKNOWLEDGEMENT

STATE OF GEORGIA §
 COUNTY OF COBB §

Before me, the undersigned authority, a Notary Public in and for the State of Georgia and County of Fulton, personally appeared Christine Antaya, with whom I am personally acquainted and who, upon oath, acknowledged herself to be the Senior Vice President of Peachtree Financing Corp., the managing member of PEACHTREE FRANCHISE LOAN LLC, 1999-A, the within named bargainor, a limited liability company, and that as such she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the managing member on behalf of the limited liability company by herself as Senior Vice President.

WITNESS my hand and Official Seal at the office in said State and County this 3rd day of September, 2002.


 Notary Public NOTARY PUBLIC, FULTON COUNTY, GEORGIA
 MY COMMISSION EXPIRES: APRIL 25, 2005



Borrower: Delta Bluff, LLC
 Business Unit No.: 1107
 Loan No.: 0028-001107 (fka 01-3-APP-1-10-1-1107)

"EXHIBIT A"

LEGAL DESCRIPTION

Land situated in DeSoto County, Mississippi:

Beginning at a point in the northeast corner of Lot No. 3, Desoto Crossing Subdivision as recorded in Plat Book 46, Page 39 (found iron pin 0.8' East and 0.7' South) said point being in the southerly line of Desoto Cove (50 feet wide), 135.00 feet eastwardly from the tangent intersection of the southerly line of DeSoto Cove and the easterly line of Interstate Boulevard (80 feet wide); thence North 89 degrees 21 minutes 40 seconds East 180.14 feet with the southerly line of said Cove to an iron pin (found) at the northwest corner of Lot No. 5A; thence South 00 degrees 38 minutes 20 seconds East 328.08 feet along the westerly line of Lot No. 5A to an iron pin (found) in the present northerly line of Goodman Road (Right-of-Way width varies); thence North 88 degrees 12 minutes 25 seconds West 180.30 feet with the northerly line of said Goodman Road to an iron pin (found) at a southwest corner of Lot No. 3; thence North 00 degrees 38 minutes 20 seconds West 320.43 feet along the easterly line of Lot No. 3 to the point of beginning containing 1.34 more or less, acres of land (58,411, more or less, Square Feet) And being situated in Section 25, Township 1 South, Range 8 West.

0028-001107