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ASSIGNMENT OF LEASE

This Assignment of Lease (this "Assignment") is made and entered into as of the 24 day of March, 1996 by and between First United Bank of Frankfort, as Trustee U/T/A dated November 28, 1995 and known as Trust No. 1754 ("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 Oak Lawn, Cook County, Illinois, 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 Amanking 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.

See execution provision attached hereto and made a part hereof

196.00502 JS I of 1

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1996 MAR 22 11:41 AM
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ALL INFORMATION CONTAINED
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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]

See exoneration provision attached hereto and made a part hereof.

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COOK COUNTY

See exoneration provision attached hereto and made a part hereof.

ASSIGNOR

FIRST UNITED BANK OF FRANKFORT, as Trustee U/T/A dated November 28, 1995, Trust No. 1754

By *W. Anthony Kopp*
Name: W. Anthony Kopp
Its: Senior Vice President

STATE OF ILLINOIS
COUNTY OF Cook

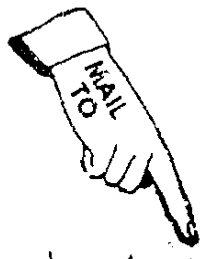
The foregoing instrument was acknowledged before me this 8th day of March 1996 by W. Anthony Kopp as Sr. Vice Pres. of First United Bank of Frankfort, as Trustee U/T/A dated November 28, 1995, Trust No. 1754. He/She is personally known to me and did not take an oath.

Rosella Sharples
Notary Signature

"OFFICIAL SEAL"
Rosella Sharples
Notary Public, State of Illinois
My Commission Expires: 03-14-98

Rosella Sharples
Printed Name
Notary Public, State of Illinois
My Commission Expires: 03-14-98

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Mail to: Michael S. Roberts, Esq.
Roberts & McGinney
33 N Dearborn St
Suite 1800
Chicago, IL 60602

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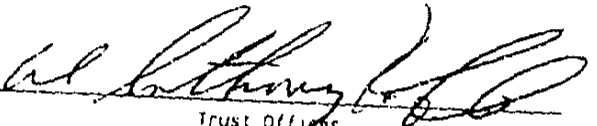
EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreement 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 the First United Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATE: March 8, 1996

FIRST UNITED BANK
not individually, but solely as Trustee
under Trust Number 1754

BY:


Trust Officer
W. Anthony Kopp, Senior Vice President

See exoneration provision attached
Page 1

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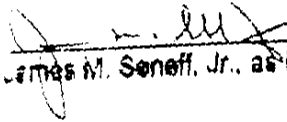
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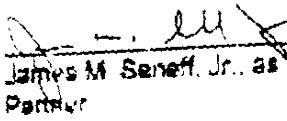
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ASSIGNEE

CNL INCOME FUND XVII, LTD., a Florida limited partnership

By: CNL REALTY CORPORATION, A Florida corporation, as General Partner

By: 
James M. Seneff, Jr., as President

By: 
James M. Seneff, Jr., as General Partner

By: 
Robert A. Doume, as General Partner

See expiration provision attached hereto and made a part hereof.

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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of March 1998 by James M. Senoff, Jr., as President of CNL Realty Corporation, a Florida corporation, on behalf of said corporation, as General partner of CNL Income Fund XVII, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me and did not take an oath.

Mary Lee Stallings
Notary Signature



MARY LEE STALLINGS
My Commission CC478209
Expires Jul. 06, 1999
Bonded by HAI
800-422-1555

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

See exoneration provision attached
hereto and made a part hereof.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of March 1998 by James M. Senoff, Jr., as General Partner of CNL Income Fund XVII, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me and did not take an oath.

Mary Lee Stallings
Notary Signature



MARY LEE STALLINGS
My Commission CC478209
Expires Jul. 06, 1999
Bonded by HAI
800-422-1555

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of March 1998 by Robert A. Bourne, as General Partner of CNL Income Fund XVII, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me and did not take an oath.

Mary Lee Stallings
Notary Signature



MARY LEE STALLINGS
My Commission CC478209
Expires Jul. 06, 1999
Bonded by HAI
800-422-1555

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

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EXHIBIT A

Legal Description

Lot 1 in A.T. Maras Company resubdivision of part of the east 1/2 of the northwest 1/4 of Section 10, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 24-10-101-029-0000

See exoneration provision attached hereto and made a part hereof.

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