

**STATE OF ALABAMA — UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3**

**Important: Read Instructions on Back Before Filling out Form.**

JULIUS BLUMBERG, INC. N.Y.C. 10013

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to  
**Cadwalader, Wickersham & Taft**  
100 Maiden Lane  
New York, New York 10038  
Attn: Robert F. McDonough, Esq.

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

Inst # 1994-17871

06/03/1994-17871  
12:28 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
12.00  
003 MCD

2. Name and Address of Debtor (Last Name First if a Person)  
**SunAmerica Inc.**  
One SunAmerica Center  
Los Angeles, CA 90076-6022

Social Security / Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security / Tax ID # \_\_\_\_\_

Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)  
**Column Financial, Inc.**  
3414 Peachtree Road, N.E., Suite 1140  
Atlanta, GA 30326-1113

Social Security / Tax ID # \_\_\_\_\_

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

**SEE SCHEDULE 1**

5.  This statement refers to original Financing Statement bearing File No. \_\_\_\_\_  
Filed with \_\_\_\_\_ Date Filed \_\_\_\_\_, 19\_\_\_\_

6.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
7.  Termination. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.  
8.  Partial or Full Assignment. The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee whose name and address appears in item 4.  
9.  Amendment. Financing statement bearing file number shown above is amended as set forth in item 11.  
10.  Partial Release. Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above.

11A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:


See Exhibit A attached hereto

Check X if covered:  Products of Collateral are also covered.

Signature(s) of Debtor(s) \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if item 9 is applicable) \_\_\_\_\_  
Type Name of Individual or Business \_\_\_\_\_

Signature(s) of Secured Party(ies) \_\_\_\_\_  
*Column Financial, Inc.*  
Signature(s) of Secured Party(ies) \_\_\_\_\_  
**Column Financial, Inc.**  
Type Name of Individual or Business \_\_\_\_\_

Schedule 1

State Street Bank and Trust Company, as Trustee for the 1994  
Riverchase Trust, Net Lease Certificates Series 1994

c/o State Street Bank and Trust Company of Connecticut, N.A.  
750 Main Street, Suite 1114  
Hartford, Connecticut 06103

Federal Tax ID Number: 

**EXHIBIT A**

This financing statement covers the following types (or items) of property:

Debtor's partnership interest in Sun Riverchase, Limited Partnership (the "Partnership"), a California limited partnership, including, the following:

1. All right, title and interest of Debtor as a partner in the Partnership, whether now owned or hereafter acquired, and all of Debtor's rights, title, interests and remedies and all other benefits of any kind whatsoever now existing or hereafter arising in respect of Debtor's partnership interest in the Partnership (including, without limitation, Debtor's percentage interest in the Partnership and the right to vote, if any, on Partnership matters) and any and all instruments, whether heretofore or hereafter acquired, evidencing such rights and interests (all of the foregoing being collectively referred to as the "Pledged Interest").
2. All of Debtor's right, title and interest in and to (i) all distributions of any kind whatsoever that are or shall become due and payable or distributable to Debtor from time to time (whether in the nature of profits or capital or otherwise) in respect of or in exchange for all or any portion of the Pledged Interest, (ii) all payments of every kind whatsoever that shall become and be due and payable or distributable to Debtor on account of the purchase, redemption, repurchase or other retirement of all or any portion of the Pledged Interest, and (iii) all other distributions of every kind whatsoever (whether in the nature of profits or capital or otherwise) which shall become and be due and payable or distributable to Debtor on or in respect of the Pledged Interest.
3. All products or proceeds and all replacements and substitutions of or from any of the foregoing.

PROVIDED, HOWEVER, that pursuant to that certain Limited Partnership Interest Pledge Agreement (the "Pledge Agreement"), dated June 1, 1994, between Debtor, as pledgor, and Secured Party, as lender, excluded from the security interest evidenced by this financing statement are any distributions or payments (or products, proceeds, replacements or substitutions thereof) actually received by Debtor from the Partnership on or in respect of the Pledged Interest at any time other than during a Default Period (as such term is defined in the Pledge Agreement).

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