STANDARD FORM

			- + -			
UNIFORM	COMMERCIAL	CODE -	FINANCING	STATEMENT	- FORM	UCC-1
INSTRUCTIONS:						

PLEASE TYPE this form Fold only along perforation for moiling.

Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
 If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional shoets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.

4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.

When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
 At the time of original filling, filling officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing	ng atticer for thing pursuont to the Unitorm Commercial Coa	e: 3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time,
INSFORD, MICHAEL J. 1928 HIGHWAY 25 ILSONVILLE, AL	J.G. WENTWORTH S.S.C., LIMIT PARTNERSHIP CENTRE SQUARE WEST 1500 MARK STREET, STE. 3125 PHILADELPHIA, PA 19102	
4. This financing statement covers the following types (or items) of property:	9
SEE EXHIBIT "A"		5. Assignee(s) of Secured Perty and Secured Pert
		103 to 2 to
stages-general intangible	· ·	
Return to: Intercount 105 Chambe New York,	ers street	
New York,	ers street	Filed with:
This statement is filed without the debtor's signatur already subject to a security interest in another	NY 10007 e to perfect a security interest in collateral. (check 🔀 if so)	Filed with: AL, SHELBY
This statement is filed without the debtor's signatur already subject to a security interest in another which is proceeds of the original collateral desc	NY 10007 e to perfect a security interest in collateral. (check 🔀 if so) jurisdiction when it was brought into this state.	AL, SHELBY
This statement is filed without the debtor's signatur already subject to a security interest in another which is proceeds of the original collateral desc	NY 10007 e to perfect a security interest in collateral. (check x if so) jurisdiction when it was brought into this state. Tibed above in which a security interest was perfected: also covered. Products of Collateral are also covered. N	AL, SHELBY lo. of additional Sheets presented: 7901 11159 H SSC LP
This statement is filed without the debtor's signature already subject to a security interest in another which is proceeds of the original collateral described if covered: Proceeds of Collateral are ATTORNEY INFACT	NY 10007 e to perfect a security interest in collateral. (check X) if so) jurisdiction when it was brought into this state. Tibed above in which a security interest was perfected: also covered. Products of Collateral are also covered. No. 1.6. WENTWORT	AL, SHELBY lo. of additional Sheets presented: 7901 11153 TH SSC LP OF ATTORNEY

EXHIBIT A to UCC-1 FINANCING STATEMENT

Debtor/Assignor:

Michael J. Lunsford

Secured-Party/Assignee:

J.G. Wentworth S.S.C., Limited Partnership

This Exhibit A is attached to and incorporated in a financing statement pertaining to the Debtor/Assignor as Seller (referred to as the "Debtor/Assignor" for the purpose of this financing statement only) and J.G. Wentworth S.S.C., Limited Partnership, a Delaware limited partnership, as Purchaser (referred to as the "Secured Party/Assignee" for purposes of this financing statement only) under that certain Purchase Agreement dated as of 1-13, 1997 (the "Purchase Agreement"), by and between the Debtor/Assignor and the Secured Party/Assignee respecting the payments scheduled to be made under that certain annuity (the "Annuity") issued by Commercial Union Life Insurance Company, Policy Number S262756. Capitalized terms used herein and not defined shall have the respective meanings given to them in the Purchase Agreement. The financing statement to which this Exhibit A is attached and forms a part covers all of the Debtor's/Assignor's right, title and interest in, to and under the following types and items of personal property, whether they be general intangibles or any other type of personal property, and whether now owned and existing or hereafter acquired or arising:

- all "Assigned Assets" (as defined below) transferred by the Debtor/Assignor to the Secured Party/Assignee from time to time pursuant to the Purchase Agreement;
- 2. all amounts on deposit with respect to the Assigned Assets from time to time in the Purchaser's accounts;
 - 3. all other rights relating to and payments made in respect of the Purchase Agreement; and
 - 4. all proceeds in respect of all of the foregoing types and items of property.

As used herein, the following terms have the following meanings:

"Assigned Assets" shall mean all right, title and interest of Debtor/Assignor in, to and under his right to receive A) 47 monthly payments of \$1,250.00 each, with J.G. Wentworth retaining \$600.00 monthly and returning the remainder to the client, beginning on 12/27/1996 and ending on 10/27/2000; and B) 13 monthly payments of \$1,500.00 each, with J.G. Wentworth retaining \$600.00 monthly and returning the remainder to the client, beginning on 11/27/2000 and ending on 11/27/2001 under the Settlement Agreement among Debtor/Assignor and Marathon Oil Company dated (collectively, the "Periodic Payments") and all right, title and interest of Debtor/Assignor to receive the Periodic Payments, any monies actually received by Debtor/Assignor pursuant to or by reason of the Periodic Payments and any interest on and the proceeds of all of the above, and all of Debtor/Assignor's present or future right, title and interest to sell, assign, transfer, cause an early termination of, settle, receive consideration for, or undertake any similar activity with respect to any of the above.

Michael J. Lunsford

D3/17/1997-08063
10:24 AM CERTIFIED
10:24 AM CERTIFIED
SELBY COUNTY JURGE OF PROMATE
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