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This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

SHANK, RENEE E.
 P.O. BOX 2365
 STATELINE, NV 89449
 Tax ID: ████████-1255

2. Secured Party(ies) and address(es)

J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP
 300 DELAWARE AVENUE STE 1704
 WILMINGTON, DE 19801

Tax ID: 51-0368673

For Filing Officer (Date, Time, and Filing Office)

UCC Recording Dept
 Intercountry Clearance Corp.
 440 Ninth Avenue
 New York, NY 10001-1620

4. This statement refers to original Financing Statement bearing File No. 469276 BK-699 PG-46
 Filed with NV, DOUGLAS Date Filed 06/01/1999 19

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Amend Collateral To:
 SEE ATTACHED EXHIBIT A

A6650102

No. of additional Sheets presented: 4

GREGORY CAMACHO AS ATTORNEY IN FACT FOR Renee E. Shank

J.G. WENTWORTH SSC LP/AS PER POWER OF ATTORNEY

By: Gregory Camacho
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Ruben A. Rodriguez CSF
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3



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 BK0100PG0413

(08550)

EXHIBIT A
to
UCC-1 FINANCING STATEMENT

Debtor/Assignor: Renee E. Shank

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 12/22, 1998, First Amendment to Purchase Agreement dated as of 5/17, 1999 and Second Amendment to Purchase Agreement dated as of 12/28, 1999 ("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 Prudential Life Insurance Company, Policy 802819. 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:

1. 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) 1 lump sum payment of \$70,000.00 due on 9/8/1999; B) 1 lump sum payment of \$105,298.55 due on 9/8/2004 with J.G. Wentworth retaining \$50,000.00 and returning the remainder to the client; and C) J.G. Wentworth is now purchasing 1 additional payment of \$30,298.55 and returning the remainder to the client, from the payment due on 9/8/2004 under the Settlement Agreement among Debtor/Assignor and Prudential Life dated unknown (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.

Initial:

Renee E. Shank

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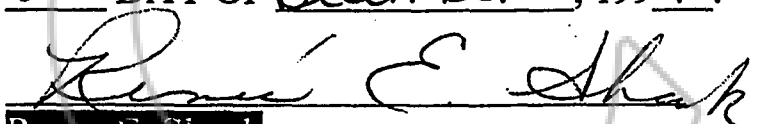
SPECIAL IRREVOCABLE POWER OF ATTORNEY

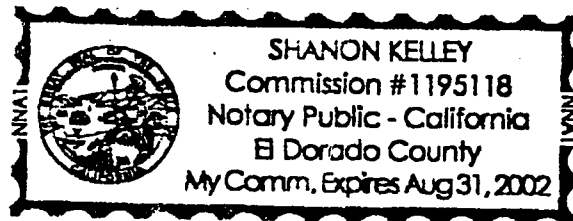
I, THE UNDERSIGNED, APPOINT J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AND ANY DESIGNEES THEREOF, WITH FULL POWER OF SUBSTITUTION, AS MY ATTORNEY IN FACT TO ACT IN MY NAME, PLACE AND STEAD FOR THE PURPOSE OF ASSIGNING AND TRANSFERRING OWNERSHIP OF ANY AND ALL RIGHT, TITLE AND INTEREST THAT I POSSESS OR MAY BESTOW IN, UNDER AND TO THOSE PAYMENTS LISTED ON EXHIBIT "A" OF THE PURCHASE AGREEMENT DATED _____, 199____, BETWEEN THE UNDERSIGNED AND J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP (COLLECTIVELY, THE "PERIODIC PAYMENTS") UNDER THAT CERTAIN SETTLEMENT AGREEMENT BETWEEN MYSELF AND _____ DATED _____ (THE "RELEASE AGREEMENT"), AND ANY AND ALL OTHER RIGHTS I MAY HAVE UNDER THE RELEASE AGREEMENT AND UNDER POLICY NUMBER 802819, ISSUED, BY Presidential Life Insurance Company TO MYSELF, INSURED (COLLECTIVELY, THE "AGREEMENTS") TO J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP OR AS J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP MAY DIRECT.

I FURTHER GRANT MY ATTORNEY IN FACT FULL AUTHORITY TO ACT IN ANY MANNER PROPER AND NECESSARY FOR THE FULL EXERCISE OF THE FORGOING POWERS, INCLUDING BUT NOT LIMITED TO NEGOTIATING, ENDORSING AND EXECUTING CHECKS, DRAFTS AND OTHER INSTRUMENTS IN MY NAME AND TO INSTITUTE, MAINTAIN, COMPROMISE, SETTLE AND TERMINATE ANY LITIGATION AND OTHER PROCEEDINGS WITH RESPECT TO SUCH PAYMENTS AND OTHER RIGHTS AND TAKING ANY AND ALL OTHER ACTION WITH RESPECT TO SUCH PAYMENTS AND RIGHTS AND TO RATIFY EVERY ACT THAT MY ATTORNEY MAY LAWFULLY PERFORM IN EXERCISING THOSE POWERS.

FOR VALUABLE CONSIDERATION AND INTENDING TO BE LEGALLY BOUND, I HAVE SOLD, TRANSFERRED, GRANTED A SECURITY INTEREST IN AND CONVEYED TO J.G. Wentworth S.S.C. Limited Partnership ALL OF MY RIGHT, TITLE AND INTEREST IN AND TO THE PERIODIC PAYMENTS. I INTEND THAT THIS POWER OF ATTORNEY BE COUPLED WITH THAT INTEREST, AND BE BINDING UPON ANY OF MY BENEFICIARIES, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, TRUSTEES AND HEIR. I DECLARE THIS POWER OF ATTORNEY TO BE IRREVOCABLE AND RENOUNCE ALL RIGHT TO REVOKE IT OR APPOINT ANY OTHER PERSON TO PERFORM THE ACTS REFERRED TO IN THIS INSTRUMENT.


IN WITNESS WHEREOF I HAVE EXECUTED THIS IRREVOCABLE POWER OF ATTORNEY ON THE 23rd DAY OF December, 1999.


Rence E. Shank



STATE OF California :
COUNTY OF El Dorado :

On this 23rd day of December, 1999, before me, the above signed personally appeared before me, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed it.


Notary

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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That J.G. Wentworth S.S.C. Limited Partnership, A DELAWARE LIMITED PARTNERSHIP (Hereinafter referred to as "Client") does hereby appoint any employee of Intercounty Clearance Corporation, so long as they are an employee of Intercounty Clearance Corporation, TO ACT severally to execute financing statements, continuation statements, amendments or assignments of those documents, or termination statements on behalf of J.G. Wentworth S.S.C. Limited Partnership, A DELAWARE LIMITED PARTNERSHIP as a secured party, to be filed to perfect or continue the perfection of security interests under the Uniform Commercial Code - Secured Transactions or to terminate such interest as if executed by a duly authorized officer or employee of J.G. Wentworth S.S.C. Limited Partnership, A DELAWARE LIMITED PARTNERSHIP as a secured party.

Further, all powers heretofore or hereafter given to J.G. Wentworth S.S.C. Limited Partnership, A DELAWARE LIMITED PARTNERSHIP in connection with signing or filing, on behalf of others, any financing, continuation, or termination statements, or amendments or assignments of those documents, in any jurisdiction, are hereby further delegated and granted to the fullest extent by J.G. Wentworth S.S.C. Limited Partnership, A DELAWARE LIMITED PARTNERSHIP to any employee, acting severally, of Intercounty Clearance Corporation, so long as they are an employee of Intercounty Clearance Corporation. In those instances where "Client" is requesting Intercounty Clearance Corporation to sign or file on behalf of others, "Client" hereby holds ICC harmless and warrants that it has that authority on behalf of the third party (ies).

This power of attorney is limited to the specific matters set forth above, shall be automatically revoked upon the termination of the Agreement between Intercounty Clearance Corporation and J.G. Wentworth S.S.C. Limited Partnership, A DELAWARE LIMITED PARTNERSHIP dated the _____ of _____, 1998, such revocation requires a signed and acknowledged notice, and that such revocation is effective only upon actual receipt of same by Intercounty. A copy of which is attached hereto, and may in any event be earlier revoked by an officer of J.G. Wentworth S.S.C. Limited Partnership, A DELAWARE LIMITED PARTNERSHIP, acting in its behalf.

IN WITNESS WHEREOF, J.G. Wentworth S.S.C. Limited Partnership, A DELAWARE LIMITED PARTNERSHIP has caused its name to be executed this 24th day of Feb, 1998.

J.G. Wentworth S.S.C. Limited Partnership
A DELAWARE LIMITED PARTNERSHIP

by: Maureen Menna, ATT

MAUREEN MENNA

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STATE OF PENNSYLVANIA
COUNTY OF Philadelphia ss:

On the 24th day of February, 1998, before me personally came Maureen Medina, to me known, who, being by me duly sworn, did depose and say that she resides in Sevell, New Jersey, that she is an Asst. Vice Pres. of J.G. Wentworth S.S.C. Limited Partnership, A DELAWARE LIMITED PARTNERSHIP, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Notarial Seal
Erika E. Bernardo, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Oct. 23, 2000
Member Pennsylvania Association of Notaries

Erika E. Bernardo.
Notary Public

REQUESTED BY
Intercounty Clearance
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 JAN -4 AM 11:31

LINDA SLATER
RECORDER

\$24.00 PAID Ka DEPUTY

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