

When recorded mail to:  
JAN 630 TRUST, **Record Owner**  
Trustee, Gary John Gish  
% P.O. Box 667  
Littlefield, Arizona [86432]

ENT 143906:2005 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Dec 13 1:28 pm FEE 17.00 BY KH  
RECORDED FOR GISH, GARY JOHN

## QUITCLAIM DEED

**JAN 36 Charitable Trust**, (a Foreign Pure Trust organization), Grantor, Richard-Donald: Cooper, Trustee, Washington county, Utah, U.S.A., hereby quitclaim, assign, and release possession and all title in the following tract of real property to **JAN 630 TRUST** (an Irrevocable Private Contract Trust), Grantee, Gary John Gish, Trustee, of Mohave county, Arizona, U.S.A., for good and valuable consideration, neither a gift, nor a sale, but an exchange, the following delineated tract of land:

The legal description of real property in Utah county, Utah state is as follows:

COMMENCING at a point located South 646.31 feet and West 1128.30 feet from the East one-quarter corner Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence the following bearings and distances along fence lines: South 00degs.25'13" East 54.77, thence South 89degs. 35'07" East 115.80 feet, thence South 02degs.45'47" East 82.91 feet, thence South 88degs.39"05" West 72.48 feet, thence North 38degs.00'28" West 64.22 feet, thence North 89degs.41'14" West 84.92 feet, thence North 00degs.36'43" West 89.89 feet, thence South 89degs.23'12" East along the South Boundary of 1700 South Street 77.69 feet to the point of beginning, together with all improvements thereon and all appurtenances thereunto to the total tract of land described. SUBJECT TO a 20.00 foot right-of-way on the East. TOGETHER WITH the following described right-of-way: Commencing at a point located West 1194.62 feet and South 645.60 feet from the East 1/4 corner of Section 26, Township 6 South, Range 2 East, SLCB&M; thence North 89degs.23'12" West 11.37 feet, thence South 00degs.36'43" East 89.89 feet, thence North 89degs.23'12" West 16.0 feet, thence North 00degs.36'43" West 89.89 feet, thence South 89degs.23'12" East 16.0 feet to the point of beginning. (Basis of Bearing for this description is Utah State Plane Coordinates.)

Notice of Existence and Acceptance of encumbrances against above real Property:

SUBJECT TO AN EQUITABLE ASSIGNMENT OF LIEN, protected by the common law of contracts (equity law, case law, right of contract law), the charge on said real property executed December 2, 1994, now executed in favor of FUN COG (An Irrevocable Private Contract Trust), Creditor, for and in behalf of its Beneficiaries, their successors, representatives or assigns, and against JAN 630 TRUST (an Irrevocable Private Contract Trust), Debtor, in the amount of Three Hundred Fifty Seven Thousand and No/100 dollars (\$357,000.00) in functional U.S. currency with interest from December 2, 1994 at the rate of

three percent (3%) per annum until the whole amount thereof has been satisfied in full, and if not satisfied in full, it shall not otherwise be dischargeable until year A.D. 2095.

SUBJECT TO AN EQUITABLE ASSIGNMENT OF LIEN, protected by the common law of contacts (equity law, case law, right of contract law), the charge on said real property executed July 9, 1995, now executed in favor of FUN COG (An Irrevocable Private Contract Trust), Creditor, for and in behalf of its Beneficiaries, their successors, representatives or assigns, and against JAN 630 TRUST (an Irrevocable Private Contract Trust), Debtor, in the amount of Three Hundred Ninety Two Thousand Seven Hundred and No/100 dollars (\$392,700.00) in functional U.S. currency with interest from July 9, 1995 at the rate of three percent (3%) per annum until the whole amount thereof has been satisfied in full, and if not satisfied in full, it shall not otherwise be dischargeable until year A.D. 2096.

SUBJECT TO AN EQUITABLE ASSIGNMENT OF LIEN, protected by the common law of contacts (equity law, case law, right of contract law), the charge on said real property executed October 4, 2003, now executed in favor of FUN COG (An Irrevocable Private Contract Trust), Creditor, for and in behalf of its Beneficiaries, their successors, representatives or assigns, and against JAN 630 TRUST (an Irrevocable Private Contract Trust), Debtor, in the amount of Two Hundred Fourteen Thousand Two Hundred and No/100 dollars (\$214,200.00) in functional U.S. currency with interest from October 4, 2003 at the rate of three percent (3%) per annum until the whole amount thereof has been satisfied in full, and if not satisfied in full, it shall not otherwise be dischargeable until year A.D. 2104.

Notice of Assignment and Acceptance of Patent Rights:

KNOW ALL MEN BY THESE PRESENTS that the above tract being part of the same lands conveyed to James O. King and his heirs and assigns on the 20th day of June, 1883, by Patent No. 2300, from Chester A. Arthur, President of the United States of America according to the provisions of the Act of Congress of May 20, 1862, Grantor does exchange and by assignment grant unto Grantee to have and to hold above said tract under Patent No. 2300, together with all the rights, privileges, immunities and appurtenances, of whatever nature, thereunto belonging, unto said James O. King and to the heirs and assigns of the said Grantee forever.

WHEREAS, Gary John Gish, Trustee for **JAN 630 TRUST**, set his hand and seal this the 7<sup>th</sup> day of December, 2005, affirming the exclusive possession of all benefits and obligations stated above.

  
 \_\_\_\_\_  
 Gary John Gish

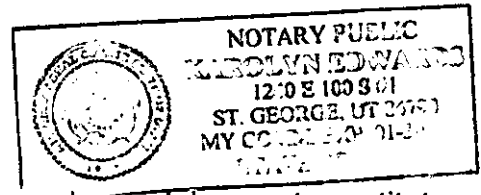
State of Utah, U.S.A.        )

County of Washington ) ) SS.

Trustee for JAN 630 TRUST  
(an Irrevocable Private Contract Trust)

On the 7<sup>th</sup> day of December, 2005, personally appeared before me, Gary John Gish, Trustee, of JAN 630 TRUST, known to me or identified, being duly sworn, did subscribe to and execute said lien acknowledgment.

NOTARY PUBLIC: [Signature]  
My Commission Expires: 1-30-06



**NOTICE:** Use of a notary on this document or a county recorder seal does not constitute any adhesion, nor does it alter the status of signatories in any manner. The purpose for a notary is to attest and certified and not for entrance into any foreign jurisdiction. The purpose for a county recorder is to give notice to creditors, purchasers, incumbrancers, and other interested and not for entrance into any foreign jurisdiction.

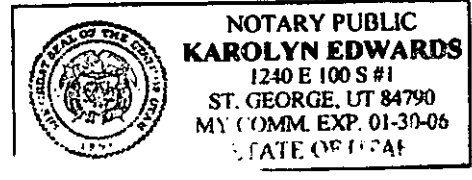
WITNESS, the hand of said Grantor, this 7<sup>th</sup> day of December, A.D. 2005.

State of Utah ) )  
County of Washington ) ) SS.

[Signature]  
Richard-Donald: Cooper  
Trustee for JAN 36 Charitable Trust

On the 7<sup>th</sup> day of December, 2005, personally appeared before me Richard-Donald: Cooper, Trustee of JAN 36 Charitable Trust (a Foreign Pure Trust organization), known to me or identified, being duly sworn, did subscribe to and execute said deed in his capacity as Trustee of said Trust.

NOTARY PUBLIC: [Signature]  
My Commission Expires: 1-30-06



After Recording return to :

in Admiralty

JAN 630 TRUST

**\* NOTICE \***

% P.O. Box 667

**of ADOPTION, TRANSFER & EXCHANGE**

Littlefield, Arizona [86432] **of JAN 36 Charitable Trust, Transferor**

This is **Notice of Adoption, Transfer and Exchange**, that **JAN 36 Charitable Trust** (a Foreign Pure Trust organization), Trustee Richard-Donald: Cooper, Washington County, Utah, created 21 December, A.D. 2000, **Transferor**, has been Adopted by an act of the parties, unto **JAN 630 TRUST** (an Irrevocable Private Contract Trust), Trustee Gary John Gish, Mohave County, Arizona, created 15 November, A.D. 2005, **Transferee**, by taking and receiving that to which transferee bore no prior relation, colorable or otherwise, and by Exchange which is neither a gift, nor a sale, but an exchange.

Notice: All Debts contracted and Engagements entered into, before the Adoption, by an act of the parties, and under the law of Adoption, Transfer and Exchange, all property and obligations of JAN 36 Charitable Trust have been assigned to and accepted by JAN 630 TRUST, and shall be as valid against the Declaration and Contract of JAN 630 TRUST after this Notice, as under the Declaration of Organization of JAN 36 Charitable Trust.

Notice: The Declaration and Contract, and the Minutes, of JAN 630 TRUST, and the Minutes which shall be made in Pursuance thereof; and all Contracts made, or which shall be made, under the Authority of JAN 630 TRUST, by Trustees in Trust, shall be the supreme Law of the Trust; and the Judges in every State shall be bound thereby.

Notice: The Declaration and Contract of JAN 630 TRUST shall be interpreted and governed by the COMMON LAW of CONTRACTS (EQUITY LAW, CASE LAW) of the UNITED STATES OF AMERICA, and secured and protected under U.S. Constitutional provision(s) Art 1, Sec. 10, "No State shall enter into any ...LAW impairing the Obligation of Contracts", with the right to Contract law.

IN WITNESS WHEREOF, Gary John Gish, Trustee, of JAN 630 TRUST, **Transferee**, and of Richard-Donald: Cooper, Trustee, of **JAN 36 Charitable Trust, Transferor**, set their hands affirming a contract and the actions and obligations set forth herein as of the 27<sup>th</sup> day of December, 2005.

*[Signature of Gary John Gish]*

JAN 630 TRUST, Transferee  
Trustee, Gary John Gish  
WITHOUT PREJUDICE UCC 1-207

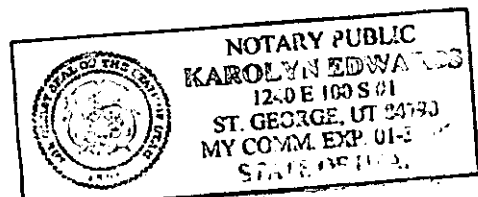
*[Signature of Richard-Donald: Cooper]*

JAN 36 Charitable Trust, Transferor  
Trustee, Richard-Donald: Cooper  
WITHOUT PREJUDICE UCC 1-207

State of Utah )  
County of Washington ) SS.

On the 7<sup>th</sup> day of December, 2005, personally appeared before me Richard-Donald: Cooper, and Gary John Gish, known to me or identified, being duly sworn, each did subscribe to and execute the said Notice in his capacity as Trustee of said Trust.

NOTARY PUBLIC: *[Signature]*  
My Commission Expires: 1-30-06



NOTICE: Use of a notary on this document or a county recorder seal does not constitute any adhesion, nor does it alter the status of signatories in any manner. The purpose for a notary is to attest and certified and not for entrance into any foreign jurisdiction. The purpose for a county recorder is to give notice to creditors, purchasers, incumbancers, & others interested and not for entrance into any foreign jurisdiction.