

NM-1079

ASSIGNMENT OF OIL AND GAS LEASES
PRIVATELY OWNED LANDS - STATE OF NEW MEXICO

THIS ASSIGNMENT is made and entered into this 8th day of August, A. D. 1953, by and between H. F. PETTIGREW and wife, MARY E. PETTIGREW, collectively hereinafter referred to as "Assignor," and DELHI OIL CORPORATION, a Delaware corporation, hereinafter referred to as "Assignee,"

W I T N E S S E T H

WHEREAS, H. F. Pettigrew made and entered into that certain Assignment under date of August 15, 1950, to Delhi Oil Corporation of the hereinafter described Oil and Gas Leases, said Assignment recorded in Book 151 at Page 517 of the Records of San Juan County, New Mexico, reference to said Assignment and the record thereof is here made for all pertinent purposes; and

WHEREAS, Mary E. Pettigrew, wife of H. F. Pettigrew, did not join in said Assignment aforesaid;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the undersigned Assignor herein does hereby sell, assign, transfer, set over and convey unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to those certain Oil and Gas Leases insofar as said leases cover and embrace the following described lands situated in San Juan County, New Mexico, to-wit:

- 20/4
1. Oil and Gas Lease made and entered into under date of December 3, 1947, by and between R. H. Wooten and Melba Wooten, as Lessors, and Wayne Moore, as Lessee, and thereafter assigned to H. F. Pettigrew, said lease being recorded in Book 135, Page 93-A of the Oil and Gas Records of San Juan County, New Mexico, covering the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-three (23) in Township Thirty-one (31) North, of Range Eleven (11) West, N.M.P.M.
 - 33/3 2. Oil and Gas Lease made and entered into under date of December 29, 1949, by and between Carl G. Calloway, et al, as Lessors, and H. F. Pettigrew, as Lessee, said lease being recorded in Book 140, Page 335 of the Oil and Gas Records of San Juan County, New Mexico, covering the Northwest

Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) of Section Twenty-three (23), the East One-half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$) of Section Twenty-two (22), and the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section Twenty-seven (27), in Township Thirty-one (31) North, of Range Eleven (11) West, N.M.P.M., being the same land patented to Shade Calloway, by the U.S.A. October 26, 1914, recorded in Book 59, Page 121, of the Records of said county.

- 21
NM
1077
3. Oil and Gas Lease made and entered into under date of September 1, 1948, by and between Saul A. Yager and Marian Yager, as Lessors, and Wayne Moore, as Lessee, and thereafter assigned to H. F. Pettigrew, said lease being recorded in Book 135, Page 86 of the Oil and Gas Records of San Juan County, New Mexico, covering the South One-half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$), and the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$), and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of Section Twenty-seven (27), all in Township Thirty-one (31) North of Range Eleven (11) West, N.M.P.M.
- 28/2
4. Oil and Gas Lease made and entered into under date of September 1, 1948, by and between Saul A. Yager and Marian Yager, as Lessors, and Wayne Moore, as Lessee, and thereafter assigned to H. F. Pettigrew, said lease being recorded in Book 135, Page 87 of the Oil and Gas Records of San Juan County, New Mexico, covering the North One-Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$), and the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$), and the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section Thirty-two (32), all in Township Thirty-one (31) North of Range Eleven (11) West, N.M.P.M.

together with all rights and privileges under or pertinent to said Oil and Gas Leases insofar as they embrace the above described land unto Assignee, its successors and assigns, forever, and Assignor herein retains unto himself, its heirs or assigns, an overriding royalty interest of two and one-half percent (2-1/2%) free and clear of all production and development cost, and for the same consideration, Assignor covenants with Assignee that Assignor will warrant and forever defend said interest herein assigned unto Assignee, its successors and assigns, against the adverse claims of all persons whomsoever claiming or to claim an interest therein by, through or under Assignor, but not otherwise and no further.

THIS ASSIGNMENT OF SAID OIL AND GAS LEASES HEREINABOVE SET OUT IS IN LIEU OF AND IN SUBSTITUTION FOR THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES FROM H. F. PETTIGREW TO DELHI OIL CORPORATION UNDER DATE OF AUGUST 15, 1950, RECORDED IN BOOK 151

AT PAGE 517, HEREINABOVE EXPRESSLY INCORPORATED.

IN WITNESS WHEREOF, this Assignment is executed as of the day and year first hereinabove written.

H. F. Pettigrew
H. F. Pettigrew

Mary E. Pettigrew
Mary E. Pettigrew, his wife

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 25th day of August, 1953, before me, personally appeared H. F. Pettigrew and wife, Mary E. Pettigrew, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written.

My commission expires:
June 1, 1955.

Joyce Carr JOYCE CARR
Notary Public in and for
Dallas County, Texas