

defined in §47-1-38, N.M.S.A. (1978). Assignor further binds itself to all of the representations, covenants and warranties contained in that certain Letter Agreement dated December 30, 1983, between Assignor and Assignee, attached hereto as Exhibit "D" and made a part hereof. This Conveyance is made with full substitution and subrogation of the Assignee in and to all covenants and warranties heretofore given or made by others in respect of the Subject Interests or any part thereof.

5. Heirs, Successors and Assigns. All the covenants and agreements of Assignor shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has caused this Conveyance to be duly executed this 25th day of June, 1984, but effective November 1, 1983, at 7:00 a.m.

Robbie Jane Latch
Robbie Jane Latch, a widow, individually and as Ancillary Personal Representative of the Estate of Leonard Latch, deceased, and as Trustee for James L. Latch, Billie Ruth Latch Watkins and Lenise Latch Mason under the Will of Leonard Latch, deceased, d/b/a Latch Operations

Patricia Ann Latch
Patricia Ann Latch

James L. Latch
James L. Latch

STATE OF TEXAS)
) ss.
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me this 25th day of June, 1984, by Robbie Jane Latch, a widow, individually and as Ancillary Personal Representative of the Estate of Leonard Latch, deceased, and as Trustee for James L. Latch, Billie Ruth Latch Watkins and Lenise Latch Mason under the Will of Leonard Latch, deceased, d/b/a Latch Operations.

Karen Clark
Notary Public

My commission expires:

6-2-86