



New Mexico Commissioner of Public Lands

310 Old Santa Fe Trail
P.O. Box 1148
Santa Fe, NM 87504-1148

ASSIGNMENT OF CASH COLLATERAL

(MUST BE A FEDERALLY-INSURED BANK OR FEDERALLY OR STATE CHARTERED SAVINGS AND LOAN ASSOCIATION)

Pursuant to the terms of New Mexico State Land Office 19 NMAC 2.10

Dated _____

"Grantee"
of _____
(address)

has deposited with the _____
(Name of State or National Bank or Savings Association)

of _____
(address) "Financial Institution" and "Trustee"

the sum of _____ dollars (\$ _____) in Certificate of Deposit or Savings Account No. _____ ("Fund"). Grantee hereby assigns and conveys all right, title and interest in the Fund to the New Mexico State Land Office (or successor agency). Grantee and Financial Institution agree that as to the Fund:

- a. The New Mexico State Land Office acquires by this assignment the entire beneficial interest in the Fund, with the right to order the Trustee in writing to distribute the Fund to the person(s) determined by the Oil, Gas and Minerals Division to be entitled thereto, including the New Mexico State Land Office itself, in amounts determined by the Division, without further consent by Grantee. Financial Institution hereby acknowledges that the New Mexico State Land Office is Financial Institution's customer with respect to the Fund.
- b. Grantee retains no legal or beneficial interest in the Fund and has only the right to interest, if any, thereon, and to return of the Fund upon written order of the Oil, Gas and Minerals Division.
- c. The Financial Institution agrees that the Fund may not be assigned, transferred, pledged or distributed except upon written order of the New Mexico State Land Office or a court of competent jurisdiction made in a proceeding in which the New Mexico State Land Office is a party. The Financial Institution waives all statutory or common law liens or rights of set-off against the fund, by reason of indebtedness or obligation of Grantee to Financial Institution now existing or hereafter incurred.
- d. Grantee agrees that the Financial Institution may deduct from interest due Grantee any attorney fees incurred by the Financial Institution if any claim or demand via writ, summons or other process arising from Grantee's business is made upon the Financial Institution.

This instrument shall be governed by the laws of the State of New Mexico.

Signature of Grantee
Personally or Authorized
Officer

Title

Name of Financial Institution
BY: _____
Signature of Authorized
Officer of Financial Institution

Officer's Title

PERSONAL ACKNOWLEDGEMNT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20 _____

By _____

My Commission Expires: _____

(Notary Public)

ACKNOWLEDGMENT BY ATTORNEY

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20 _____

By _____ as attorney-in-fact on behalf of _____

My Commission Expires: _____

(Notary Public)

ACKNOWLEDGMENT BY CORPORATION, PARTNERSHIP OR LIMITED LIABILITY

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20 _____

By _____, _____ of _____
Name Title Name of Partnership, Corporation, LLC
.a _____
(Partnership, Corporation, LLC)

My Commission Expires: _____

(Notary Public)

FINANCIAL INSTITUTION ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20 _____

By _____, _____ of _____
Name Title Name of Financial Institution

My Commission Expires: _____

(Notary Public)