

and secured by a second mortgage on one hundred twenty acres of land west of Broken Arrow and \$1000⁰⁰ in cash, said note and cash to be delivered to J. H. Leavitt when he shall have cleared the title to the above lands.

Said title to be cleared by action of the Supreme Court and other courts or have the title secured from E. E. Lewis and O. L. Hopping sold through the department and perfect title secured; or if Congress removes all restriction on said land partly of the first part may clear title by securing from allottees new deeds on above land in favor of said second party.

Witness our Hands and seals this day above written.

J. H. Leavitt

Wate Oklahoma

Said affiant further says that he now and always has been ready and willing to comply with the terms of said agreement but that said Leavitt has failed and refused to deliver to this affiant a deed conveying a good and sufficient title to said land, as he agreed to do. Affiant further states that he now stands ready to pay to said Leavitt, the sum of one hundred dollars in said article of agreement and that by reason of said agreement the affiant alleges that he is the owner of the above described property and in the actual and possible possession of nearly all of said land. Affiant further says that to make and record this affidavit for the sole purpose of ascertaining title to said land, and to give public notice to all persons of any interest in the same and further affidavit payeth not