

**SECOND LIEN RIDER  
(SECURITY INSTRUMENT--MULTISTATE)**

**This Second Lien Rider is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Trust Deed or Security Deed (the "Security Instrument") of the same date executed by the undersigned ("Borrower") to secure Borrower's Note (the "Note") payable to Rural Enterprises of Oklahoma, Inc. (REI), P.O. Box 1335, Durant, OK 74702-1335 (the "Lender").**

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and the Lender further Covenant and agree as follows:

Paragraph 16 of the Security Instrument shall be modified to read as follows:

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred, and Borrower is not a natural person), or if borrower pays, in full, the first lien loan secured by a Security Instrument which has priority over this Security Instrument, or if the obligations of such first lien loan are assumed by a third party, without Lender's prior written consent, Lender may, at its option, require immediate payment in full for all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed with which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower.

The foregoing restriction on transfer of the Property will automatically terminate if title to the Property is transferred to the Secretary of Housing and Urban Development ("Secretary") by foreclosure or deed in lieu of foreclosure or if this Deed of Trust is assigned to the Secretary.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

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Borrower

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Date

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Borrower

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Date

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