

# PLAINS COMMERCE BANK MORTGAGE SALE \$500

## Deposit into your Plains Commerce Checking Account OR

### \$500 Credit on Your Home Loan Close

### Terms and Conditions

#### APPLICATION:

Plains Commerce Bank will give the choice of \$500 deposit into your Plains Commerce Bank checking account after loan closing OR \$500 credit on your home loan to each household that applies for a new mortgage loan or mortgage refinance with Plains Commerce Bank via online, in person, by phone or at our Aberdeen, Conde, Hoven, Mitchell, Sioux Falls and Watertown South Dakota locations. All credit and loan programs are subject to credit approval.

The customer accepting the \$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan will have no liability whatsoever for any injuries, losses of damages of any kind resulting from acceptance, possession or use of \$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan. No recipient may make any substitution or transfer of \$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan. Each participant shall accept the \$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan on an "as is" basis. Participant agrees and acknowledges an IRS form 1099-MISC may be filed.

For the No Closing Cost loan program, No Closing Cost items include: Origination Fees, Processing and Underwriting fees, Title Insurance, Credit Report, Closing fee to the Title Company, Flood Certification, Appraisal, and all recording Fees. Escrows items including Homeowners Insurance and Taxes will be at the borrower's expense also the Borrowers will be responsible for all pre-paid interest.

#### ELIGIBILITY:

Open to legal residents of United States. Limit one (1) \$500 deposit into your Plains Commerce Bank checking account OR one (1) \$500 credit on your home loan per household. Eligible loans must qualify for secondary market sale. Non-consumers are not eligible to participate in this promotion.

Plains Commerce Bank is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online sites, servers or providers, computer equipment, software, failure of any application to be received by Plains Commerce Bank on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to registrants' or any other person's computer related to or resulting from participation or downloading any materials for the loan process and/or Mortgage Sale.

By completing and submitting an application for a new mortgage loan or mortgage refinance with Plains Commerce Bank during Mortgage Sale the customer agrees to abide by the terms of these official rules and the decisions of Plains Commerce Bank, which are final and binding on all matters pertaining to the loan and \$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan. Customer consents to the use of their name in any manner by Plains Commerce Bank without further compensation (customer contact information is excluded and will not be used). Employees, board of directors, and shareholders of Plains Commerce Bank and their immediate families are not eligible for \$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan. Plains Commerce Bank shall not be responsible for any damages, taxes or expenses that the customer might incur as a result of Plains Commerce Bank's Mortgage Sale \$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan.

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Plains Commerce Bank reserves the right not to accept applications outside of our trade area.

Plains Commerce Bank Mortgage Sale includes the following dates: Application Signed Date: March 25, 2019 through April 15, 2019 and close said loan by December 31, 2019. In the event that additional Mortgage Sale dates are selected, and at the discretion of Plains Commerce Bank, an addendum to these terms and conditions stating those dates will follow. Apply online at [www.plainscommercemortgage.com](http://www.plainscommercemortgage.com) by phone or in person at our offices in Aberdeen Conde, Hoven, Mitchell, Sioux Falls or Watertown South Dakota locations for Mortgage Sale to be eligible for \$500 deposit into your Plains Commerce Bank checking account OR \$500 credit on your home loan.

Any customer notification not responded to within thirty (30) days or returned as undeliverable may result in (\$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan) forfeiture. Plains Commerce Bank assumes no responsibility for lost, misdirected, late, damaged, incomplete, illegible and/or postage due mail. No substitution or transfer of \$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan is permitted except by Plains Commerce Bank. The sponsor of this \$500 deposit into your Plains Commerce Bank checking account or \$500 credit on your home loan is Plains Commerce Bank, PO Box 7, Hoven, SD 57450. By participating in Mortgage Sale, each customer unconditionally accepts and agrees to comply with and abide by these terms and conditions. The decisions of Plains Commerce Bank shall be final and binding in all respects. Void where prohibited by law. All federal, state and local laws and regulations apply. All rights reserved.

Addendum to: Mortgage Sale Terms and Conditions.

The purpose of this Addendum is to provide a statement of contract provisions, which is incorporated into and made a part of the Terms and Conditions to which it is attached.

The following Addendum is incorporated into and form a part of the 'Mortgage Sale' Terms and Conditions to which it is attached. Provisions in the Terms and Conditions that are consistent with said Addendum will continue in full force and effect. In the event there is a conflict between the Terms and Conditions of the Agreement and this Addendum, this Addendum will control.

Plains Commerce Bank's augmentation and modifications on said Addendum dated April 15, 2019 will include 1) Extension of 'Apply by Date' effective through April 30, 2019.

This Addendum cannot be modified or amended or altered by any party other than Plains Commerce Bank. Addendum One (1) April 15, 2019