

**IN THE COURT OF APPEALS OF IOWA**

No. 2-1028 / 12-0338  
Filed February 13, 2013

**IOWA MORTGAGE CENTER LLC,**  
Plaintiff-Appellant,

**vs.**

**LANA BACCAM and PHOUTHONE  
SYLAVONG,**  
Defendants-Appellees.

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Appeal from the Iowa District Court for Polk County, Robert J. Blink,  
Judge.

Plaintiff appeals the district court's ruling on its breach of contract claim  
against the defendants. **AFFIRMED.**

David N. May of Bradshaw, Fowler, Proctor & Fairgrave, P.C., Des  
Moines, for appellant.

David A. Morse of Rosenberg & Morse, Des Moines, for appellees.

Considered by Doyle, P.J., and Mullins and Bower, JJ.

**BOWER, J.**

Plaintiff Iowa Mortgage Center (IMC) appeals the district court's ruling on its breach of contract claim against defendants Lana Baccam and Phouthone Sylavong in regard to a May 2009 promissory note executed by the defendants in IMC's favor in the amount of \$52,000. IMC sought to recover monies allegedly unpaid by defendants. Following a bench trial, the district court found IMC's contradictory assertions, admittedly inaccurate record-keeping, and failure to present credible evidence made it impossible for the court to determine what, if anything, was still due and owing on the note.

IMC now argues the district court erred in finding it failed to meet its burden of proof to establish all of the required elements to prevail on its breach of contract claim. After a thorough review and consideration of the record, we affirm the district court's ruling pursuant to Iowa Rule of Appellate Procedure 6.1203(a) and (d).

**AFFIRMED.**