

IN THE COURT OF APPEALS OF IOWA

No. 7-820 / 06-1188
Filed February 13, 2008

CHARISE WILSON,
Plaintiff-Appellant,

vs.

**JEFFREY RUSSELL and COLLEEN RUSSELL,
WMC MORTGAGE CORPORATION, GALE
KIESEL and CARRIE KIESEL, BRIAN KARSTENS
and WELLS FARGO HOME MORTGAGE,**
Defendants-Appellees.

Appeal from the Iowa District Court for Pottawattamie County, James S. Heckerman, Judge.

The plaintiff appeals from the district court order denying her equitable redemption claim on the ground she suffered no damages. **AFFIRMED.**

Jay W. Mez, Council Bluffs, for appellant.

Thomas J. Anderson, Omaha, Nebraska, for appellee WMC Mortgage Corp.

Scott Brennan and David Erickson of Davis, Brown, Koehn, Shors & Roberts, P.C., Des Moines, for appellee Wells Fargo Home Mortgage.

John French of Peters Law Firm, Council Bluffs, for appellees Jeffrey & Colleen Russell.

Mark V. Hanson, Des Moines, for appellees Gale & Carrie Kiesel.

Drew Kouris, Council Bluffs, for appellee Brian Karstens.

Considered by Huitink, P.J., and Miller and Eisenhauer, JJ.

EISENHAUER, J.

Charise Wilson bought a house in Oakland, Iowa, in 1990 or 1991 for \$25,500. She sold the house to Jeffery and Colleen Russell in October 1997 for \$54,500. The Russells borrowed \$38,000 from WMC Mortgage Corp. (WMC) and financed the remainder by providing a promissory note and mortgage to Wilson in the amount of \$16,500. The purchase agreement stated: "Seller to carry back 2nd of \$16,500" The parties agree Wilson's mortgage was junior to the mortgage of WMC. The Russells defaulted on both notes and WMC foreclosed. No notice was given to Wilson. The foreclosure resulted in WMC gaining title to the property. The house was then sold to Gale and Caroline Kiesel for \$40,000. The Kiesel, after extensive work on the house, in turn sold it to Brian Karstens in 2004 for \$62,500.

Wilson commenced an action to foreclose her mortgage on February 24, 2005. Trial was held in June 2006. By then the issue had been limited by rulings on summary judgment motions. The rulings found Wilson to be an omitted junior lienholder in the original foreclosure action and entitled to equitable redemption. The case was tried to determine the amount for Wilson to redeem the property. The only remaining parties are Wilson and WMC. The trial court concluded Wilson suffered no damages and therefore the "right of redemption is moot." Wilson appeals.

Because the case was tried in equity, we review de novo. Iowa R. App. P. 6.4.

Equitable redemption is designed to secure for the omitted party the rights he or she would have been due had notice been given. *Kuehl v. Eckhart*, 608

N.W.2d 475, 477 (Iowa 2000). WMC purchased the property at the sheriff's sale for \$43,243.71. The house was abandoned and in serious disrepair. We adopt the trial court's finding there was no remaining equity in the house at the time WMC bought it at the sheriff's sale and Wilson would not have realized anything if she had been given notice. Accordingly, we affirm the district court's denial of Wilson's equitable redemption claim.

AFFIRMED.