

IN THE COURT OF APPEALS OF IOWA

No. 8-1029 / 08-0205
Filed February 4, 2009

SOLON STATE BANK,
Plaintiff-Appellee,

vs.

**ERIC S. REYNOLDS and MARY B.
REYNOLDS, d/b/a REYNOLDS RV
REPAIR SERVICE, d/b/a/ AMANA
COLONY RV CLINIC,**
Defendants-Appellants.

Appeal from the Iowa District Court for Iowa County, Marsha A. Bergan,
Judge.

Debtors appeal the trial court's judgment granting the bank a writ of
replevin. **AFFIRMED.**

James W. Affeldt of Elderkin & Pirnie, P.L.C., Cedar Rapids, for
appellants.

Gregory J. Epping of Terpstra & Epping, Cedar Rapids, for appellee.

Considered by Sackett, C.J., and Eisenhauer and Doyle, JJ.

EISENHAUER, J.

During 1999-2002, Eric and Mary Reynolds signed four, secured, promissory notes with Solon State Bank. Each note provided for the payment of attorney fees and costs if Solon Bank was required to file suit to collect the notes.

In January 2005, after nonpayment, Solon Bank petitioned for replevin of the collateral securing the notes. The sole issue on appeal is the attorney fees incurred by the bank during the replevin process. The Reynolds answered with numerous affirmative defenses and nine counterclaims. Subsequently, the Reynolds dismissed their counterclaims and filed a liability petition against Solon Bank and Amana Society, Inc. In November 2005, Amana Society paid the Reynolds \$180,000 to be applied to their Solon Bank loans.

In December 2005, Mary Reynolds delivered the Amana proceeds to Solon Bank. The bank issued a letter detailing its application of the money: three of the notes were paid off, \$11,539.52 was used for attorney fees, and approximately \$15,600 of principal remained.

In February 2007, after a verdict favoring Solon Bank in the separate liability case, the court ruled re-litigation of the numerous affirmative defenses would not be allowed. In November 2007, after a bench trial, the court granted Solon Bank a writ of replevin. The order found the bank had incurred additional attorney fees and costs of \$10,750.94. The Reynolds filed a motion to amend or enlarge. In January 2008, the court filed a detailed response to the motion specifically addressing each issue.

We review replevin actions for correction of errors at law. *Prenger v. Baker*, 542 N.W.2d 805, 807 (Iowa 1995). On appeal, the Reynolds claim error in the district court's ruling approving the bank's attorney fees. This issue was thoroughly discussed and resolved by the district court. Because we agree with the district court's reasoning, its conclusions, and its application of the law, we affirm pursuant to Iowa Court Rule 21.29(1)(b), (d) and (e).

AFFIRMED.