FILED
MAR 2 3 1988
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

NORWEST BANK DENISON, NATIONAL ASSOCIATION,	)	
Plaintiff-Appellee,	)	Filed March 23, 1988
vs.	)	283
QUALITY HOME CONSTRUCTION COMPANY and **EUGENE D. ZENK,**	)	7-604 87-583
Defendants-Appellants.	)	

Appeal from the Iowa District Court for Crawford County (No. 27914), Dewie J. Gaul, Judge.

Defendants appeal from a district court ruling finding both Quality Home and Eugene Zenk liable on a promissory note executed between the defendants and the bank. **AFFIRMED.**

Thomas E. Gustafson of Gustafson Law Firm, Denison, for defendants-appellants.

Thomas E. Eller of Eller, Brink & Sextro, Denison, for plaintiff-appellee.

Considered by Oxberger, C.J., and Donielson and Schlegel, JJ.

DONIELSON, J.

Defendants appeal from a district court judgment finding Quality Home and its president, Eugene D. Zenk, liable on a promissory note executed between the defendants and plaintiff bank. We affirm.

Quality Home Construction Company was incorporated in the late 1970's. Zenk was president of the corporation which ceased to exist in 1986. From 1981 through 1984, Zenk received several loans from Norwest Bank, and he signed six notes payable to the bank. The first five notes were signed by Zenk and included the following language:

> For value received, I hereby guarantee the payment of the within note at maturity or at any time thereafter and hereby agree and consent to all the stipulations contained therein.

The last note, signed July 6, 1984, did not contain this language. However, the note did state that it was, "Given for renewal and extension of [the previous note] and is not given in payment of original note plus interest." The district court reformed this last note to include the guaranty language and found Zenk personally liable on the note.

Our scope of review is de novo. Iowa R. App. P. 4. We give weight to the fact findings of the trial court, especially when considering the credibility of witnesses, but we are not bound by them. Iowa R. App. P. 14(f)(7).

The issue which we must decide is whether Zenk is personally liable for payment of the last note dated July 6, 1984. This particular note stated thereon that it was a renewal of the previous indebtedness. The previous note had the stamped guaranty language; the July 6, 1984, note did not.

Zenk argues he should not be held personally liable since he signed the notes in his representative capacity as president of Quality Home Corporation. He contends the stamped language on the first five notes does not constitute a personal guaranty and that the lack of this guaranty language on the sixth

note means that any alleged personal guaranty must fail. He further argues the sixth note is not a renewal of the fifth note, but a new obligation, notwithstanding the fact the face of the sixth note states otherwise.

The bank contends a mistake occurred in not placing the guaranty stamp on the sixth note and that had the bank realized there was no personal guaranty, it would have immediately taken steps to enforce the prior note or would have required Zenk's personal written guaranty.

In the construction of written contracts, the intent of the parties must control; this intent is determined by what the contract language says, unless it is ambiguous. Iowa R. App. P. 14(f)(14). The guaranty language on the first five notes is clear and unambiguous; Zenk admits this in his brief. Thus, we find the trial court did not err in concluding Zenk's testimony regarding his intent to be irrelevant.

We agree with the trial court that "[n]othing about the language of the stamped guaranty or the way Eugene D. Zenk signed it indicates he was signing in a representative capacity." Zenk was an experienced businessman. If his true intention was to sign the note to evidence only his corporate authority, he surely would have made this clearly known in writing. In addition, the bank's president from 1969 to 1984 testified it was good banking practice to get personal guarantees on small companies, such as Quality Home Construction Company, because of their limited assets.

We find Zenk was personally liable for the first five notes. Because we conclude that the sixth note dated July 6, 1984, was a renewal, we find that Zenk was also personally liable on this note even absent the written guaranty language. We adopt the trial court's conclusion in this regard:

> When an extension is granted by a creditor to a debtor with the knowledge and consent of the guarantor, the guarantor is not discharged. 38 Am. Jur. 2d 1099, Guaranty § 93. A guarantor is not

discharged by an extension of time for payment of the principal obligation if the guarantor consents thereto. 38 C.J.S. 1244, Guaranty § 76. So, in the circumstances shown by this record, if defendant Eugene D. Zenk guaranteed the payment of the note of January 25, 1984, he was not released from the guaranty by the renewal and extension of said note by the note of July 6, 1984.

Accordingly, we affirm the judgment of the trial court.

AFFIRMED.