FILED
JUL 30 1992
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 2-215 / 91-708

PANORA STATE BANK,

Plaintiff-Appellee,

vs.

GARY McKINNEY,

Defendant-Appellant.

HAL DEAN VEATCH and DEBRA L. VEATCH,

Interpleader-Plaintiffs-Appellees,

vs.

GARY McKINNEY,

Interpleader-Defendant-Appellant.

HARMONY CREEK FARMS, LTD., WINFIELD SCOTT McKINNEY, and GARY L. McKINNEY,

Counterclaim-Plaintiffs-Appellants,

vs.

PANORA STATE BANK and HAL DEAN VEATCH and DEBRA L. VEATCH, Individually, Jointly and Severally,

Counterclaim-Defendants-Appellees.

Appeal from the Iowa District Court for Union County, Thomas Bown, Judge.

Gary McKinney, Winfield McKinney, and Harmony Creek appeal from a district court decree determining the Veatches are entitled to immediate possession of certain disputed real estate consisting of about 130 acres. **AFFIRMED.**

James R. Cook, Des Moines, for appellants.

Donald R. Clark of Camp, Harsh & Clark, P.C., Creston, for appellee Panora State Bank.

Stuart D. Nielsen of Nielsen & Nielsen, P.C., Corning, for appellees Hal Veatch and Debra Veatch.

Heard by Oxberger, C.J., and Donielson and Sackett, JJ.

PER CURIAM

This case involves competing claims to 130 acres in Union County and competing claims to mink cages in buildings on the land. The trial court found plaintiffs-appellees-interpleaders Hal Dean Veatch and Debra L. Veatch were entitled to the land and the mink cages, having earlier purchased the land from appellee-plaintiff and defendant to counterclaim Panora State Bank. Gary McKinney appeals. Gary is a party to the suit as a defendant, an interpleader and a counterclaimant. Winfield Scott McKinney and Harmony Creek Farms, Ltd. appeal. They are counterclaimants. We affirm.

The facts that led to the controversy are not clear. The parties in their briefs have done little to help us clarify the facts. No one has provided an accurate chain of title or legal description of the parcels in question. We have had to make our own attempts to reconstruct the record. The appellants have the burden of proof on the issues before us. We review de novo. Iowa R. App. P. 4.

The controversy before us appears to be between Gary McKinney and Dean and Debra Veatch. However, a number of parties allegedly had interests in the land which started out as a 240-acre parcel in 1975, the first date the appellants apparently feel is relevant to these proceedings.

The issues we are asked to address are (1) whether appellant Gary McKinney should have title to thirteen acres

that he claims to have made improvements on, (2) whether Gary McKinney should have a lease to farm the 130-acre tract for the calendar year 1991, and (3) whether the trial court should have found the mink cages were affixed to the land.

In 1975 Gary purchased on contract a 240-acre tract. Later, Gary was to deed his interest in the 240 acres to a person not a party to this appeal. Gary contends in the deed he reserved to himself a four-acre parcel where he had buildings, including a dwelling and trees. Gary's contention on appeal is the four acres he reserved was four acres more or less and it actually included a total of seventeen acres. Gary contends he has possessed the seventeen acres since 1975, and the acres should be his. Gary has not directed us to where in the record facts appear establishing his chain of title to the property. After Gary conveyed his interest in the 240 acres in 1975, he got the 240 acres back in 1981 or 1982, when he again purchased it on contract. However, Gary's interest in the contract was forfeited in 1985 or 1986.

Gary claims the seventeen acres is his because he has possessed it adversely since 1975. For a number of reasons, we discount Gary's claim. One of the reasons is the seventeen acres was part of the parcel deeded to Gary in 1981 or 1982, and at the time of this litigation he had not held the parcel adversely ten years beyond 1981. We affirm the trial court on this issue.

Gary next contends he was not given notice of termination of a farm lease under Iowa Code section 562.5 before September 1990 for the crop year 1991. Gary does not contend he had a lease for the crop year 1990 or show us where in the record he introduced evidence that would show he farmed the property under a lease in the crop year 1990. We, therefore, find no basis to consider his contention he has a lease for the crop year 1991 because he was not served with a termination notice. We affirm the trial court on this issue.

Gary next claims he should have the mink cages because they were not affixed to the real estate, or at least he should have a hearing to introduce evidence to show the mink cages were not attached to the real estate. Gary has not directed us to evidence establishing his ownership of the mink cages. We, therefore, find no basis to entertain his contention he has an interest in the mink cages. We affirm the trial court on this issue.

AFFIRMED.