FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

THE FEDERAL LAND BANK OF OMAHA,

Plaintiff-Appellee,

vs.

ROYONA RANCH, INC.,

Defendant,

ROBERT R. PEARSON, SR.,

Defendant-Appellant,

ROBERT R. PEARSON, JR.; UNITED STATES OF AMERICA; and **ALBIA ANIMAL CLINIC, P.C.,**

Defendants.

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Appeal from the Iowa District Court for Monroe County (No. CE1-0487), Dan F. Morrison, Judge.

Robert Pearson, Sr. appeals from a district court order granting the Federal Land Bank's motion for partial summary judgment and entering judgment against Pearson for over $600,000 on a promissory note. **AFFIRMED.**

Kenneth L. Keith of Keith & Orsborn, Ottumwa, for defendant-appellant.

Thomas H. Burke of Whitfield, Musgrave & Eddy, Des Moines, for plaintiff-appellee.

Heard by Oxberger, C.J., and Schlegel and Hayden, JJ.

OXBERGER, C.J.

This is an appeal from a partial summary judgment entered against the appellant, Pearson, on a promissory note. Our scope of review is de novo. Iowa R. App. P. 4. We affirm.

In January 1982 the Federal Land Bank made a $600,000 loan to Royona Ranch, Inc. The promissory note was signed by Robert Pearson, Jr., and Robert Pearson, Sr., personally as co-obligors as well as on behalf of the corporation, Royona Ranch, Inc. by Robert Pearson, Sr. as president and Robert Pearson, Jr. as secretary-treasurer.

On April 1, 1986, Royona Ranch and the Pearsons defaulted on their installment payments. In April 1987, the Federal Land Bank instituted a foreclosure action against Royona Ranch and the Pearsons. Pearsons do not deny that they signed the promissory note personally as well as in their corporate capacity. Nor do they deny that they have defaulted on their payments. The Pearsons' sole contention is that the bank should recover its indebtedness by first proceeding against the security. They claim that this arrangement was made pursuant to an oral agreement between the parties.

Summary judgment is appropriate when there is no genuine issue as to any material fact. Iowa R. Civ. P. 237(c). "[A]n adverse party generally cannot rest upon his pleadings when the moving party has supported his motion . . . ." Knapp v. Simmons, 345 N.W.2d 118, 121 (Iowa 1984).

> The general rule of construction of contracts . . . is that where the intent of the parties is expressed in clear and unambiguous terms in a written contract, the Court is bound by such terms. The principle that, when the terms of an agreement have been intended in a different sense by the parties, that sense is to prevail against either party in which he had reason to suppose the other party understood it, has no application to contracts couched and framed in plain an unambiguous words.

Cunningham Brothers, Inc. v. City of Waterloo, 117 N.W.2d 46, 51 (Iowa 1962) (citing Comptograph Co. v. Burroughs Adding Machine Co., 179 Iowa 83, 159 N.W. 465)).

Pearson's affidavit in resistance to the motion for summary judgment asserts defendants' unilateral understanding of the sequence of liability upon default. There was no evidence of a statement by any officer of the bank to the same effect. Accordingly, we affirm the trial court's grant of summary judgment.

AFFIRMED.