FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

RICHARD D. RAYMON,	)	
Plaintiff-Appellant,	)	Filed November 26, 1986
vs.	)	
JOHN A. LEEFERS and **NANCY A. LEEFERS,**	)	6-377 85-1735
Defendants-Appellees.	)	

Appeal from the Iowa District Court for Linn County (No. 6245) - William L. Thomas, Judge.

Plaintiff appeals an order denying his motion to discharge a previously-entered judgment, asserting that the previous judgment is one to which rights and remedies under Iowa Code chapter 615 are applicable. **AFFIRMED.**

Gregory J. Epping, Cedar Rapids, for plaintiff-appellant.

William Nicholson of White & Warbasse, P.C., Cedar Rapids, for defendants-appellant.

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

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SCHLEGEL, J.

Plaintiff appeals an order denying his motion to discharge a previously-entered judgment, asserting that the previous judgment is one to which rights and remedies under Iowa Code chapter 615 are applicable. We affirm.

This action was originally brought by plaintiff for rescission of a contract based on misrepresentation. Defendants counterclaimed for the balance due on the contract between the parties. On June 8, 1983, judgment was rendered in favor of defendants Leefers against plaintiff Raymon for the balance of the purchase price based on the contract. On May 22, 1984, this court affirmed the trial court's ruling. Raymon v. Leefers, No. 4-108, slip op. (Iowa Ct. App., May 16, 1984).

On October 4, 1985, Raymon filed a motion to discharge the judgment. The trial court treated this motion as an application for declaration of whatever rights Raymon had under Iowa Code Chapter 615. On October 31, 1985, the trial court overruled the motion to discharge holding that the provisions and protections of Chapter 615 did not apply to the judgment rendered in June 1983.

The issue presented for review is whether the trial court erred in holding that the limitations set forth in Chapter 615 of the Iowa Code do not apply to the facts of this case. Our scope of review is limited to correction of errors at law. Iowa R. App. P. 4.

Chapter 615.1 and 615.3 of the Iowa Code (1985) provide:

> **Execution on certain judgments prohibited.** From and after January 1, 1934, no judgment in an action for the foreclosure of a real estate mortgage or deed of trust or in any action on a claim for rent or judgment assigned by a receiver of a closed bank or rendered upon credits assigned by the receiver of a closed bank when the assignee is not a trustee for depositors or creditors of the bank, the reconstruction finance corporation or any other federal governmental agency to which the bank or the receiver is or may be indebted shall be enforced and no execution issued thereon and no force or vitality given thereto

> for any purpose other than as a setoff or counterclaim after the expiration of a period of two years from the entry thereof.
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> * * *
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> **Future judgments without foreclosure.** Judgments hereafter rendered on promissory obligations secured by mortgage or deed of trust of real estate, but without foreclosure against said security, shall not be subject to renewal by action thereon, and, after the lapse of two years from the date of rendition, shall be without force and effect for any purpose whatsoever except as a setoff or counterclaim.

We believe the trial court correctly declined to apply these provisions of Chapter 615 to the facts of this case. Defendant Leefers had sought judgment for the balance due under the contract and won. The judgment entered was for money due under the contract. There was no mortgage involved, there was no deed of trust given. Plaintiff urges us to find an implied lien. We do not so find. Furthermore, at the time of judgment for defendant, the real estate had already been foreclosed upon by a prior seller.

Since we do not believe that section 615 applies to the circumstances of this case, we affirm the order of the trial court.

AFFIRMED.