FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 1-274 / 90-1563

IN RE THE MARRIAGE OF CHERYL CHRISTINA TENO and RONALD TENO

Upon the Petition of

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CHERYL CHRISTINA TENO,

Petitioner-Appellee/Cross-Appellant,

And Concerning

RONALD TENO,

Respondent-Appellant/Cross-Appellee.

Appeal from the Iowa District Court for Wapello County, Dan F. Morrison, Judge.

The husband appeals from the economic provisions of the parties' dissolution decree. The wife cross-appeals seeking an award of alimony. **AFFIRMED.**

John A. Pabst of Clements, Pabst, Hansen & Maughan, Albia, for appellant.

Allan C. Orsborn of Keith, Orsborn, Milani & Neary, Ottumwa, for appellee.

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

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DONIELSON, J.

Ronald and Cheryl Teno were married on September 19, 1979. This was Cheryl's fourth marriage and Ronald's second. The district court dissolved the parties' marriage on September 26, 1990.

At the time of the dissolution, Ronald was forty-four and Cheryl was forty-three. Both parties were in good health; both have high school educations. Cheryl worked in a laboratory and earned $6.80 per hour. Her gross annual salary is about $14,369. Ronald farmed 600 acres and was also employed full-time by John Deere, where he earned $36,004 annually.

Prior to the parties' marriage, Cheryl had assets consisting of two houses, three vehicles, and various bank accounts whose value approximated $100,000. During the first five years of their marriage, Cheryl was a housewife and assisted Ronald in the farming operation. Cheryl later became employed off the farm, continued to assist Ronald in the farming operation, and contributed to the farming operation financially. She liquidated those assets she brought into the marriage and purchased certificates of deposit valued at $40,000.

In 1985 the parties needed to refinance their farming operation. In order to obtain the financing, Cheryl cashed in the $40,000 CD's and applied the money to the farm debt. The parties agreed that Ronald would repay Cheryl the $40,000.

An additional agreement was entered into on November 12, 1985, which required Ronald to pay Cheryl $4,000 per year over a period of 25 years. Ronald only made a few payments on this debt.

In the dissolution decree, the district court ordered Ronald to comply with the terms of the November 1985 agreement. It is from this portion of the decree that Ronald appeals. Because the district court did not award alimony to Cheryl, she has filed a cross-appeal.

I.

Our scope of review in dissolution cases is de novo. In re Marriage of Craig, 462 N.W.2d 692, 693 (Iowa App. 1990). While not bound by the trial court's determination of factual findings, we will give considerable weight to them, especially when considering the credibility of witnesses. Id.

II.

Ronald contends there was not adequate consideration for the November 1985 agreement. He also contends that requiring him to fulfill his obligation under the agreement makes the property division inequitable.

It is clear that commercial dealings between spouses are enforceable. In re Estate of Tollesfrud, 275 N.W.2d 412, 418 (Iowa 1979). And that consideration is necessary to support an agreement. Doggett v. Heritage Concepts, Inc., 298 N.W.2d 310, 311 (Iowa 1980). Consideration may

be either a benefit to the promisor or a detriment to the promisee. Id.

In this case we think there was consideration to support the agreement. Cheryl suffered a detriment by turning over $40,000 of property she had brought to the marriage.

The ultimate question in any case is whether the property division is equitable. In re Marriage of Oler, 451 N.W.2d 9, 11 (Iowa App. 1989). We think the property division here was equitable. Cheryl brought $100,000 worth of property to the marriage. It is equitable to recompense her for these assets. We affirm the distribution of property as set forth by the district court.

III.

Cheryl has cross-appealed, claiming she should be awarded alimony. She points out that she was out of the job market for five years. Cheryl claims her standard of living has been reduced since the parties' separation.

Alimony is an allowance to the spouse in lieu of a legal obligation to support that person. In re Marriage of Debler, 459 N.W.2d 267, 269 (Iowa 1990). Alimony is not an absolute right; its award depends upon the unique circumstances of each particular case. Id. We consider property division and alimony together in evaluating their individual sufficiency. Id.

After considering those factors set forth in Iowa Code section 598.21(3), we affirm the district court's denial of

alimony in this case. While Cheryl's income is substantially less than Ronald's income, Ronald's debt load would make alimony inequitable in this case.

We affirm the district court on all issues.

AFFIRMED.