FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF
CECILIA L. PETERSON AND LARRY L. PETERSON

Upon the Petition of)
CECILIA L. PETERSON,) 104
Petitioner-Appellee,)
And Concerning)
LARRY L. PETERSON,) 8-273
87-857
Respondent-Appellant.)

Appeal from the Iowa District Court for Marshall County (D-4224), Carl D. Baker, Judge.

Respondent husband appeals and petitioner wife cross-appeals from the provisions of the district court's dissolution decree dividing their marital property. **AFFIRMED.**

Michael J. Moon of Cartwright, Druker & Ryden, Marshalltown, for respondent-appellant.

Max H. Buck of Grimes, Buck, Schoell & Beach, Marshalltown, for petitioner-appellee.

Considered by Schlegel, P.J., and Hayden and Sackett, JJ.

SCHLEGEL, P.J. 195

Respondent husband appeals and petitioner wife cross-appeals from the provisions of the district court's dissolution decree dividing their marital property. We affirm.

Cecilia L. Peterson and Larry L. Peterson were married in 1977 and separated in 1986. Each had been married previously and had children from those former marriages, but no children were born of their marriage to each other. A dissolution decree filed December 31, 1986, and modified on May 18, 1987, provided that: 1) Cecilia is to retain possession of the family residence, subject to a $6,000 lien to Larry for his investment in home improvements; 2) Cecilia is to retain various items of personal property accumulated during the marriage subject to paying Larry $1,000 for his interest in them, or in the alternative, the parties may themselves elect to equitably divide this personal property between them; and 3) Cecilia must pay Larry $1,000 for his contribution to a savings account that she retains.

On appeal, Larry contends that the total of $8,000 awarded to him is inequitable because it represents only 18.75% of the marital assets. He argues that the trial court erred in failing to recognize the significant and substantial real estate improvements he made to the home as well as his cash contribution to the marriage. In her

cross-appeal, Cecilia contends the trial court erred in ordering her to pay Larry $8,000. She argues that Larry contributed nothing to the accumulation of marital property.

The distribution of the property of the parties should be that which is equitable under the circumstances after consideration of the criteria codified in Iowa Code section 598.21(1) (1987). In re Marriage of Estlund, 344 N.W.2d 276, 280 (Iowa App. 1983). Under this statute, the ultimate question is whether the distribution of the property is equitable; there is no rule based upon percentage division of assets. In re Marriage of Lattig, 318 N.W.2d 811, 814 (Iowa App. 1982). Division of property is based on each marital partner's right to a just and equitable share of the property accumulated as the result of their joint efforts. In re Marriage of Hitchcock, 309 N.W.2d 432, 437 (Iowa 1981).

I. **Real Estate.** The parties were married approximately nine years. During their marriage they lived in a home in Marshalltown. This home was originally purchased by Cecilia's parents in 1974 at a cost of $11,500. At that time Cecilia was in the process of divorcing her first husband and lived in the home with her daughters. She arranged to purchase the home from her parents on contract and made a $2,000 down payment. When she married Larry in 1977, Cecilia's unpaid balance on the

home was about $5,000. In 1978 the parties refinanced the property and placed a mortgage thereon of $6,550. The home was paid off in 1982.

Larry claims that he should be given credit for cash payments he made during the course of the marriage for improvements made to the home in the claimed amount of $5,885.55. He claims that his efforts had a direct, positive influence on the appreciation in value of the home from its purchase price of $11,500 to its value at the time of trial of $25,000.

On June 30, 1986, Mr. Donald G. Harman, an appraiser, appraised the home and assessed its value. He testified at trial that upon his investigation, he found many areas of the home that respondent attempted to remodel to be incomplete and unfinished. He further testified that not much was added to the property in terms of market value because much of the work was not completed. The record also shows that Cecilia spent $1,832 in paint, wallpaper, and other cosmetic items in order to make the house presentable for her daughter's graduation party in May.

Upon consideration of these facts, the trial court impressed a lien against the real estate in favor of Larry in the sum of $6,000, Larry's estimated cost for materials and supplies. Given these facts, we fail to see that any injustice was done to Larry under the court's decree.

II. Savings Account. Larry further claims a one-half interest in Cecilia's savings account in which she had accumulated $13,821.37 at the time of trial, subject to a loan in the amount of $6,872. The trial court found, and we agree, that both parties contributed to the savings account held in petitioner's name, although respondent's contribution was minimal. Based upon the record, however, the amount Larry contributed to this account is unclear. The trial court recognized this problem and awarded respondent approximately one-seventh of the value of the account. The record indicates that Larry's income as a self-employed carpenter was substantially lower than that of Cecilia's, who worked as a nurse throughout the marriage. Given this fact, it is logical to conclude that Larry would have had less money available to contribute to the parties' savings fund, particularly in view of his claims that he provided money to Cecilia for monthly house payments, car payments,and general day-to-day living expenses. We affirm the trial court's ruling with respect to this property.

III. Personal Property. Larry brought into the marriage a 1970 Ford pickup, a 1963 Ford Econoline (that was subsequently used to satisfy a previous child support debt), a 1963 Chevrolet van, his own clothes, guns, fishing equipment, and tools. Cecilia brought into the marriage a 1969 Mercury, a Corvair, and a house full of furniture.

The trial court awarded Larry the 1974 van, the Honda, Yamaha and Kawasaki motorcycles, a golf cart, miscellaneous tools and equipment, two cemetery lots, a go-cart, one small motorcycle, one moped, and one-half the assorted frozen meats. The trial court awarded Cecilia the 1982 Mercury, 1976 Mercury, and 1974 Chevrolet automobiles, and one-half of the frozen meats. The household goods and furnishings were also awarded to Cecilia, subject to either an equitable division between the two parties, or a $1,000 payment from Cecilia to Larry. We fail to see how the trial court's decision is inequitable, given the record before us.

We find respondent's claims on appeal to be without merit. We similarly find against petitioner's claims on her cross-appeal. We affirm the trial court's decree in toto.

AFFIRMED.