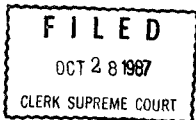


IN THE COURT OF APPEALS OF IOWA



IN RE THE MARRIAGE OF RONALD THOMPSON ABBOTT AND MARY ABBOTT

Upon the Petition of	)	
RONALD THOMPSON ABBOTT,	)	Filed October 28, 1987
Petitioner-Appellee,	)	1
And Concerning	)	
MHAIRI ABBOTT, a/k/a MARY ABBOTT,	)	<u>7-321</u>
Respondent-Appellant.	)	<u>86-752</u>

Appeal from the Iowa District Court for Scott County (35958), Edward B. deSilva, Judge.

Both parties appeal from the economic provisions of a dissolution decree.

AFFIRMED AS MODIFIED.

Joseph G. Bertogli, Des Moines, for appellant.

Elliott R. McDonald III of McDonald, Stonebraker & Cepican, Davenport,
for appellee.

Considered by Oxberger, C.J., and Donielson and Hayden, JJ. Snell, J.,
takes no part.

PER CURIAM

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The parties were married in 1957. At that time Ronald was a medical doctor and Mhairi was a nurse. They separated in 1971. Their marriage was dissolved April 28, 1986. They have three children who are adults and not affected by the decree. Both parties were 55 years old at time of trial. Mhairi has been residing in Summers, Connecticut, since 1975. Ronald made the down payment for Mhairi's home at that time. At the time of trial Ronald was living in Princeton, Iowa. Since the parties' marriage Ronald has practiced medicine in Scotland, Canada, and various places in the United States. He has two minor children born of Shirley Kramer, who reside with him. Ms. Kramer is employed by Ronald's corporation as an office manager. Mhairi has not been employed as a nurse since their marriage in 1957. Ronald works as a doctor for his solely owned corporation of Emergency Physicians Service (EPS). His annual adjusted gross income from 1975 to 1985 has varied from a low of \$83,000 to a high of \$154,000. Ronald provided the financial support for Mhairi and their three children, including the children's college costs, since their separation in 1971.

The trial court awarded Ronald the home he resides in. It was purchased in 1979 for \$155,000, and has a mortgage debt in excess of \$100,000. Mhairi was awarded the home she resides in. It has an assessed value of \$82,000 and a mortgage debt of \$40,500. Ronald was awarded a pension plan with a value of \$83,814, and a KEOGH plan with a value of \$14,474, a 1986 Colt, and 1985 Toyota automobile, and his personal property. Mhairi was awarded \$13,400 cash value of Ronald's life insurance policy and she is ordered to be the sole beneficiary of this policy. Also, she was awarded a Datsun automobile, her personal property, and a \$15,000 cash property settlement. In addition, Mhairi was awarded \$1,500 per month alimony until she remarries or dies, whichever occurs first. The trial court considered the amount of alimony together with

the property division, including the pension and KEOGH plan, in an attempt to equalize the assets and equities of the parties.

In our de novo review, we determine the property division is equitable. The alimony award to Mhairi is fair and reasonable in amount and we modify the decree only in the term of payments. The alimony payments shall terminate upon Mhairi's remarriage or the death of either party, whichever occurs first.

The parties shall pay their own attorney fees. Costs of appeal are assessed against Mhairi.

AFFIRMED AS MODIFIED.