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FILED

SEP 29 1981

CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

**IN RE THE MARRIAGE OF ROBERT FRANCIS MITCHELL
AND MARY CLARICE MITCHELL**

Upon the Petition of)

ROBERT FRANCIS MITCHELL,)

Petitioner-Appellant,)

Filed September 29, 1981

And Concerning)

MARY CLARICE MITCHELL,)

Respondent-Appellee.)

1-123
2-65499

Appeal from Pottawattamie District Court - Paul H. Sulhoff, Judge.

Petitioner appeals from economic provisions of the decree dissolving his eighteen year marriage to respondent. **AFFIRMED AS MODIFIED.**

Robert J. Laubenthal of Smith, Peterson, Beckman & Willson, Council Bluffs, for petitioner-appellant.

F. J. Kraschel, Council Bluffs, for respondent-appellee.

Submitted to Oxberger, C.J., and Donielson, Snell, Carter and Johnson, JJ.

PER CURIAM

Petitioner, Robert Mitchell, appeals from economic provisions of the decree dissolving his eighteen year marriage to respondent, Mary Ciarice Mitchell. He asserts that the property division was inequitable and the alimony award to respondent was excessive. We review these issues *de novo*. Iowa R. App. P. 4. For purposes of our review, petitioner's motion to correct the record pursuant to Iowa R. App. P. 10(d) is denied.¹

I. Property Settlement. In connection with his argument challenging the trial court's property settlement as inequitable, petitioner contends that the trial court erred in not assigning a specific value to a gas station business operated by petitioner. Expert testimony offered by petitioner indicates the value of this business is between \$21,000 and \$28,000. Expert testimony offered by respondent shows the value to be \$123,000. Given this decree of variance in the evidence, and the difficulties generally presented in valuing assets of this type, we do not believe that it is necessary for the court to arrive at an exact value for this asset in order to make an equitable property division. See In re Marriage of Moffatt, 279 N.W.2d 15, 19 (Iowa 1979).

Given the values of the other assets awarded to the parties, as fixed by the trial court, the respondent received assets valued at \$150,801 and the petitioner received assets valued at \$93,548. These valuations are not challenged and find support in the evidence. To the extent the value of the business equals \$57,253 or more, the petitioner has received as much or more than respondent. The record clearly supports the finding that the value of the business (which for calendar year 1979 returned approximately \$50,000 before taxes) was no less than this amount. We find the property settlement ordered by the trial court to be equitable and do not disturb it.

II. Alimony. The trial court ordered petitioner to pay respondent alimony of \$30,000 payable in installments of \$500 per month. Petitioner urges that this obligation, when considered together with the amount of property awarded to respondent, makes her total award excessive.

Ordinarily, alimony and property division serve different purposes. In re Marriage of Cooper, 225 N.W.2d 915, 919 (Iowa 1975). We believe that in the present case respondent is entitled to some alimony in addition to an equitable division of assets.

¹ Rather than seeking to correct the record as to what transpired at the trial petitioner's motion attempts to present evidence never produced at trial.

This was a marriage of eighteen years. Respondent indicated a desire to further her education in order to provide necessary job skills for supporting herself in the future. She said that minimally, alimony of \$200 per month for four years was needed for this purpose.

While we believe the trial court would have been justified in exceeding this minimal request somewhat in its award of alimony, we conclude on our *de novo* review that petitioner is entitled to some relief. We therefore modify the trial court's order so as to provide payment of alimony to respondent in monthly installments of \$350 commencing on the date of the trial court's decree. Credit shall be given for overpayments, if any, which have been made by petitioner, but such credit shall not reduce future monthly installments below \$200 per month. Alimony payments shall not terminate prior to June 20, 1982, except upon the death of respondent. After June 20, 1982, alimony shall terminate if respondent has remarried or either party dies. All alimony obligations except for installments accrued but unpaid shall terminate on June 20, 1984. As so modified, the trial court's decree is affirmed.

Costs on appeal are assessed equally between the parties. Each party shall pay his or her own attorney fees.

AFFIRMED AS MODIFIED.