FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 0-57 / 89-1106

IN RE THE MARRIAGE OF ORVAL ANDERSON AND SHIRLEY A. ANDERSON

Upon the Petition of
ORVAL ANDERSON,

Appellee,

And Concerning
SHIRLEY A. ANDERSON,

Appellant.

Appeal from the Iowa District Court for Polk County, Richard A. Strickler, Judge.

Shirley appeals from a district court order clarifying a 1972 dissolution decree. **AFFIRMED.**

Brent R. Zimmerman, Des Moines, for appellant.

Bridget A. Chambers, Webster City, for appellee.

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

PER CURIAM

The parties' 1972 dissolution decree contained the following provision:

> IT IS FURTHER ORDERED, ADJUDGED AND DECREED
>
> That the Respondent (Shirley) shall have sole title quited (sic) in her name on the real estate of the parties known as 1515 Frazier, Des Moines, Polk County, Iowa, and legally described as:
>
> > Lot 130 (except the West 75 feet) and the West 30.8 feet of Lot 129, Wakonda Manor, Plat No. 5 an official plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa,
>
> said Petitioner to assume and is to pay the monthly mortgage payment thereon including taxes and insurance; if, at any time, said real estate is sold, Petitioner to receive all payments he made after the time of the Decree entered herein up to the time of said sale; said sum to be awarded to the Petitioner after all other expenses of said sale have been first paid. Petitioner shall make said payments only as long as Respondent shall remain a resident of said household or until such time as Respondent shall remarry.

Since the parties' dissolution, Shirley has not remarried and remained a resident of the house. After he completed making the mortgage payments, Orval informed Shirley his obligation with respect to the property at 1515 Frazier, Des Moines, Iowa, had been fulfilled.

On April 6, 1989, Shirley filed an application to clarify the terms of the decree, claiming Orval's obligation to pay taxes and insurance on the property in question remained. On April 18, 1989, Orval filed an answer denying any further obligation with respect to the property in question.

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On June 20, 1984, the district court filed the ruling:

> The Decree, contrary to respondent's position does not order the payment or mortgage payments, the taxes & insurance but rather, that petitioner was to pay the monthly mortgage payments including taxes & insurance. The crucial language plainly states monthly mortgage payments with taxes & insurance being included therein; the taxes & insurance were subordinate to the mortgage payment.
>
> Therefore, since the mortgage has been satisfied there are no monthly mortgage payments due & owing, the subordinate aspects, viz. insurance & taxes are no longer payable & it is SO ORDERED.

On appeal, Shirley claims Orval's obligation to pay the insurance and real estate taxes on the property continues until she remarries or terminates her residency.

We resort to Webster's Third New International Dictionary, Copyright 1971, to define the terms "include" and "including." "Include" means:

> [T]o place, list, or rate as a part of component or a whole, or of a larger group, class or aggregate: also to take in, enfold, or comprise as a discrete or subordinate part or item of a larger aggregate, group, or principle.

"Including" means serving to enclose or cover.

The district court's interpretation of the decree is correct and we affirm.

AFFIRMED.