

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF BERYL D. HOKEL and KAREN H. HOKEL  
UPON THE PETITION OF )  
BERYL D. HOKEL, )  
Petitioner-Appellee/Cross-Appellant, )  
AND CONCERNING )  
KAREN H. HOKEL, )  
Respondent-Appellant/Cross-Appellee. )

**FILED**

JUN 25 1985

CLERK SUPREME COURT

Filed June 25, 1985

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84-1324

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Appeal from the Iowa District Court for Woodbury County - James P.  
Kelley, Judge.

Both parties appeal from their dissolution decree. AFFIRMED AS  
MODIFIED.

Stewart A. Huff and Daryl L. Hecht, of Crary, Huff, Clem, Raby & Inkster,  
P.C., Sioux City, for respondent-appellant/cross-appellee.

Charles L. Corbett, of Corbett, Anderson, Corbett & Daniels, Sioux City, for  
the petitioner-appellee/cross-appellant.

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

**SACKETT, J.**

Beryl and Karen were married in 1969. They have two children - Bruce born in 1972 and Lana born in 1974.

The parties were undergraduates when they were married. Since the marriage both have received undergraduate degrees and both have graduate hours. Beryl is a Methodist minister. He earns \$18,300 annually and is provided with housing. Karen earns \$21,989 annually as a coordinator for an adult education program. Karen's parents have given money gifts during the marriage.

At the time the parties separated, Karen and the children remained in the home furnished Beryl by the Methodist Church. During the four-month separation, in addition to supplying the family home, Beryl gave Karen \$100 cash, made certain insurance payments and paid \$2,267 toward joint bills. After Karen left the home furnished by the church, the court ordered Beryl to pay temporary support of \$500 per month, temporary alimony of \$150 per month and \$500 toward Karen's attorney fees.

The parties had equities in assets of about \$30,000. The majority of these assets were given to Karen. Beryl received a pension fund of \$7,321<sup>1</sup> and a rental property with no equity and a negative cash flow. The parties also had unsecured debts of \$9,500. Beryl was also ordered to pay about \$8,000 of these debts; Karen the balance. Beryl was ordered to pay child support of \$150 per month until the oldest child was 18, at which time the child support would decrease to \$75 per month until the youngest child reached 18 or was emancipated.

**L. Child Support**

Karen contends an award of \$150 per month for child support is inadequate. Beryl admits the award is modest, but argues that because Karen received the

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<sup>1</sup>Beryl has paid no FICA tax on his minister's salary, electing instead to contribute to this pension.

majority of the assets and he the majority of the debts, the award is equitable. Both parties are liable for support of their children according to their ability to pay. In Re Marriage of Fleener, 247 N.W.2d 219, 221 (Iowa 1976). To evaluate a support award one must look at the entire record. In Re Marriage of Campbell, 204 N.W.2d 638, 639 (Iowa 1973). In reviewing the child support we have considered the factors of Iowa Code section 598.21(4)(1985) and determine the child support should be increased to the sum of \$150 per month per child.

## **II. Continuation of Child Support**

Karen next contends the trial court should have continued the child support obligation beyond age 18. Beryl argues there was no request at trial nor evidence produced that the support should continue. Under Iowa law support must cease when a child reaches the age of 18 years unless the evidence establishes one of the statutory provisions apply. In Re Marriage of Vrbán, 293 N.W.2d 198, 203 (Iowa 1980); Locke v. Locke, 246 N.W.2d 246, 250 (Iowa 1976).

There being no evidence in the record to establish that one of the statutory provisions apply, we do not find the trial court erred in failing to extend child support.

## **III. Debt Allocation**

Beryl challenges the debt allocation made by the trial court. The trial court apparently allocated the majority of the unsecured debts to Beryl but ordered him to pay minimal child support. We have increased the child support and modify the decree to provide that Karen shall assume and pay the Visa account in the amount of \$1,380.

## **IV. Personal Property**

Both parties challenge the personal property award. We modify the decree to award the boat and encumbrance thereon to Beryl.

#### V. Other Issues

The trial court ordered that each party could claim one child as a dependent on their tax return. Karen claims the trial court should have specified which child each was to claim. We modify to provide Beryl shall claim Bruce and Karen shall claim Lana.

Beryl challenges the award of temporary child support, alimony and attorney fees. We have considered the award in evaluating the entire record and find no reason to disturb them on appeal.

Beryl claims the trial court erred in not ordering Karen to maintain medical insurance on the children. We disagree.

Each party shall pay their own attorney fees. Costs on appeal are taxed one-half to each party.

AFFIRMED AS MODIFIED.