

JAN 30 1981

IN RE THE MARRIAGE OF BETTY MARIE VEENKER AND MARTIN DALE VEENKER

Upon the Petition of	)	
BETTY MARIE VEENKER,	)	Filed January 30, 1981
Petitioner-Appellee,	)	
And Concerning	)	0-402
MARTIN DALE VEENKER,	)	2-64504
Respondent-Appellant.	)	

Appeal from Johnson District Court - Thomas M. Horan, Judge.

Respondent-husband appeals from division of property provision of the parties' dissolution decree claiming that the trial court's award for the wife's interest in an apartment building purchased during the marriage was excessive. AFFIRMED.

Robert M. Otto, Iowa City, Iowa, for respondent-appellant.

Thomas D. Hobart of Meardon, Sueppel, Downer & Hayes, Iowa City, Iowa, for petitioner-appellee.

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

Respondent-husband appeals from division of property provision of the parties' dissolution decree. He claims that the trial court's award for the wife's interest in an apartment building purchased during the marriage was excessive. Our review is *de novo*. We affirm.

Martin and Betty Veenker were married on June 28, 1975. The marriage produced no children. Betty is currently earning about \$10,000 as an employee of Mercy Hospital in Iowa City; Martin is an office manager at AAA Mechanical Contractors with a gross income exceeding \$20,000. Martin owned two pieces of real property before the marriage with a combined value of between \$85,000 and \$92,500 and encumbered by indebtedness of nearly \$60,000. These and other assets previously owned by Martin were awarded to him in the dissolution decree filed on October 24, 1979. Betty was awarded those items either previously owned by her or purchased by her during the marriage. No alimony was awarded either party.

The focus of this appeal is on an apartment building purchased by Martin during the marriage for \$120,000 and now valued by the trial court at \$163,840. To finance the purchase, two promissory notes and two mortgages totalling over \$60,000 were executed in favor of First Federal Savings and Loan in Iowa City on the security of Martin's two other properties. Martin was awarded title to the apartment building and was ordered to hold Betty harmless on the indebtedness. He was also ordered to pay her a lump sum amount of \$19,053, representing one-half of the appreciation in value of the building less an amount representing an adjustment made to equalize the division of personal property. This award was intended to represent what the trial court believed to be Betty's interest in the equity of the building. After a motion for new trial was overruled, Martin perfected this appeal, challenging only this lump sum provision.

The relevant factors to be considered in determining a proper division of property are found in Schantz v. Schantz, 163 N.W.2d 398, 405 (Iowa 1968), excluding fault. The supreme court has rejected a mechanical rule that each spouse must receive exactly one-half of the marital assets or their value, although an equal division is often equitable or justified under the circumstances. In re Marriage of Schissel, 292 N.W.2d 421, 423 (Iowa 1980); see section 598.21, The Code.

We conclude that the lump sum award is justified. Betty did much of the housework, a factor which must be recognized. In re Marriage of Moorhead, 224 N.W.2d

242, 245 (Iowa 1974). She also contributed to the management of the apartment building by answering the telephone, giving descriptions, showing the apartments and doing some cleaning there. She co-signed the promissory notes which enabled Martin to purchase the apartment building. The trial court evidently believed that these contributions entitled Betty to one-half of the equity in the building. Although our review is *de novo*, we give some weight to what the trial court deemed to be an equitable division. Iowa R. App. P. 14(f)(7). We see no reason to disturb the trial court's decree and therefore affirm. Costs are taxed to Martin.

AFFIRMED.