FILED
MAR 2 4 1992
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 1-489 / 90-1718

IN RE THE MARRIAGE OF DELORES D. STOELK AND HAROLD T. STOELK

Upon the Petition of
DELORES D. STOELK,

341

Appellant,

And Concerning
HAROLD T. STOELK,

Appellee.

Appeal from the Iowa District Court for Muscatine County, James E. Kelley, Judge.

Petitioner appeals the economic provisions of a district court decree of dissolution. **AFFIRMED.**

David Scieszinski, Wilton, for appellant.

Robert DeKock, Muscatine, for appellee.

Considered by Donielson, P.J., and Hayden and Habhab, JJ.

HAYDEN, J.

Delores and Harold Stoelk were married in June 1974. The parties were about forty-two years old at the time of the marriage, and it was a second marriage for both of them. No children were born of the marriage.

Delores brought to the marriage several assets she received on the death of her first husband. Delores has not worked full-time outside the home during most of the marriage. In 1983 she suffered a stroke. She has not been able to work since and is not expected to be gainfully employed in the future.

Harold has been employed by Eastern Iowa Light & Power Cooperative since 1957. He has a gross income of $36,836 per year and a net income of about $1,777 per month. Harold is in good health. He plans to retire at age sixty-two, which will be in 1994.

The district court awarded the marital residence to Delores as separate property because she brought a house into the marriage. The court also set aside to Delores two bank accounts with a value of $700 as assets she had brought to the marriage. Harold brought a life insurance policy with a value of $2,568 to the marriage, and this was set aside to him.

The court divided the marital assets, awarding Delores net assets worth $60,328 and awarding Harold net assets worth $58,077. Delores was awarded a portion of Harold's pension benefits. When Harold retires Delores will receive

her portion of the pension benefits in monthly payments over ten years. Harold was ordered to pay $320 per month in alimony and medical insurance of about $104 per month until December 1993. At that time his alimony obligation increases to $425 per month, but he is no longer responsible for medical insurance for Delores. Harold must pay alimony until the death of either party or his retirement.

Delores appeals certain economic provisions of the dissolution decree.

I. Our scope of review in dissolution cases is de novo. In re Marriage of Craig, 462 N.W.2d 692, 693 (Iowa App. 1990). While not bound by the trial court's determination of factual findings, we will give them considerable weight, especially when considering the credibility of witnesses. Id.

II. Delores claims she brought a camper trailer to the marriage and the 1983 camper owned by the parties should be set aside to her. The camper presently owned by the parties is not the camper Delores brought to the marriage, but she claims the funds used to purchase the present camper may be traced to the camper she brought to the marriage.

A property settlement may reflect the assets each party brought to the marriage. In re Marriage of Knust, 447 N.W.2d 687, 688 (Iowa App. 1991). However, we conclude Delores has presented insufficient evidence to show the

camper trailer was not an asset of the marriage. We affirm the district court's property distribution.

III. Delores asks to be awarded her portion of Harold's pension benefits immediately as part of the property settlement. She feels the district court improperly considered the pension benefits as spousal support.

Pension benefits are treated as marital property and are subject to equitable distribution. In re Marriage of Huffman, 453 N.W.2d 246, 248 (Iowa App. 1990). However, a spouse may be awarded a percentage of the pension, as it becomes payable, as part of the property division. In re Marriage of Mott, 444 N.W.2d 507, 511 (Iowa App. 1989). We affirm the district court's scheme for dividing Harold's pension benefits.

IV. Delores claims she should be awarded a greater amount of spousal support. She also asks for her spousal support to continue after Harold retires.

Alimony is not an absolute right; an award depends upon the circumstances of each particular case. In re Marriage of Whelchel, 476 N.W.2d 104, 110 (Iowa App. 1991). An award of alimony should be determined in light of all circumstances, including the property settlement. In re Marriage of Bevers, 326 N.W.2d 896, 900 (Iowa 1982). The district court carefully considered all of the circumstances in this case, and we affirm its award of alimony.

V. Finally, Delores asks for attorney fees for this appeal. An award of attorney fees is not a matter of right, but rests within the court's discretion and the parties' financial positions. In re Marriage of Hunt, 476 N.W.2d 99, 104 (Iowa App. 1991). We determine each party should pay his or her own attorney fees. Costs of this appeal are assessed to Delores.

AFFIRMED.