IN THE COURT OF APPEALS OF IOWA

No. 6-170 / 95-728

IN RE THE MARRIAGE OF RAHIM GHANOONI AND NANCY E. GHANOONI

FILED
AUG 30 1996
CLERK SUPREME COURT

Upon the Petition of
RAHIM GHANOONI,

Appellant,

And Concerning
NANCY E. GHANOONI,

Appellee.

Appeal from the Iowa District Court for Linn County, Lynn E. Brady, Judge.

Rahim Ghanooni appeals from certain economic provisions contained in the parties' dissolution of marriage decree. **AFFIRMED.**

Karen A. Volz of Ackley, Kopecky & Kingery, Cedar Rapids, for appellant.

David L. Cunningham of Winstein, Kavensy & Wallace, Rock Island, Illinois, for appellee.

Considered by Cady, P.J., and Streit, and Vogel, JJ.

PER CURIAM

This is an appeal by a husband claiming the district court's property division in the parties' dissolution decree is inequitable. We affirm on appeal by memorandum opinion pursuant to Iowa Supreme Court Rule 9.

Rahim and Nancy Ghanooni were married on June 20, 1993, and separated on June 8, 1994. Rahim is employed as an engineer at IES Industries, Inc. in Cedar Rapids, where he earns about $61,000. Nancy is now employed at Genesis West Hospital in Davenport, where she earns about $21,000.

The district court issued a dissolution decree for the parties on March 2, 1995. Rahim was awarded the marital residence. The court awarded Nancy $8,225, which represented her contributions to the house the parties constructed during the marriage, her share of the cash gifts the parties received for their marriage, and her share of a. stock account. The court also awarded her one-half of the increase in value of Rahim's 401(k) plan, his employee savings plan, and his employee stock fund. Rahim was ordered to pay $1,000 for Nancy's trial attorney fees. Rahim appealed.

I. Rahim contends the distribution of property was inequitable to him. He states the value of the marital residence is less than the amount paid to construct it. He claims that because there is no equity in the house, it was improper to award Nancy a cash property settlement due to her contributions to the house. He also states the parties used their wedding money for a hot tub, which was included in the value of the house.

The partners in a marriage are entitled to a just and equitable share of the property accumulated through their joint efforts. *In re Marriage of Russell,* 473 N.W.2d 244, 246 (Iowa App. 1991). Here, both parties contributed to the marriage, and we find the cash property settlement of $8,225 is not unreasonable.

II. Rahim claims the court erroneously distributed the same asset twice. He points out Nancy received one-half of a stock account and the court also ordered his employee stock plan to be divided. Rahim's claim on this issue are based on certain evidence which he filed in district court on the same day he filed his notice of appeal. We conclude Rahim's arguments on this issue are based on evidence outside the record. Therefore, we will not consider this issue.

III. Rahim contends the district court abused its discretion by ordering him to pay $1,000 of Nancy's trial attorney fees. Iowa trial courts have considerable discretion in awarding attorney fees. *In re Marriage of Hunt,* 476 N.W.2d 99, 103 (Iowa App. 1991). We find no abuse of discretion under the facts of the case.

VI. Nancy seeks attorney fees for this appeal. We order Rahim to pay $500 towards Nancy's appellate attorney fees.

We affirm the decision of the district court. Costs of this appeal are assessed to Rahim.

AFFIRMED.