FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF BARBARA J. PATTERSON AND RICHARD L. PATTERSON

Upon the Petition of)
BARBARA J. PATTERSON,)
Petitioner-Appellee,)
And Concerning)
RICHARD L. PATTERSON,)
Respondent-Appellant.)

Filed March 31, 1987

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Appeal from the Iowa District Court for Webster County (Eq. No. D 3605) R. K. Richardson, Judge.

Respondent husband appeals from the decree dissolving the parties' marriage, asserting that the property division was inequitable in various respects. **AFFIRMED.**

Kurt L. Wilke of Bennett, Wilke & Tarbox, Fort Dodge, for appellant.

M. Gene Blackburn and Daniel W. Willems of M. Gene Blackburn, P.C., Fort Dodge, for appellee.

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

PER CURIAM

In this appeal, respondent Richard Patterson challenges the distribution of assets formulated by the trial court in its decree dissolving his five-year marriage to petitioner Barbara Patterson. Richard's sole contention is that the trial court divided the parties' marital property in an inequitable manner. We affirm.

The record discloses that this was the second marriage for both parties, and that each had accumulated substantial assets prior thereto; the trial court properly segregated these items from the distribution. See In re Marriage of Wallace, 315 N.W.2d 827, 831 (Iowa Ct. App. 1981). The court then divided the principal assets acquired during the marriage as follows: Richard was awarded the house at 111 South 15th Street in Fort Dodge valued at $21,500 less a $13,286 encumbrance, leaving a net value of $8,214; Barbara was awarded the house in Somers, Iowa, with a disputed net value of approximately $10,000 and the condominium in Colorado valued at $20,000.

Our de novo review of the record, see Iowa R. App. P. 4, persuades us of the equitability of this distribution. Initially, we note that Barbara paid $19,500 for the condominium; Richard contributed $500. In these circumstances, we conclude that this is a proper instance for the application of the well-recognized principle that "where the accumulated property is not the product of the joint efforts of both parties . . . there need not necessarily be a division." In re Marriage of Lattig, 318 N.W.2d 811, 815 (Iowa Ct. App. 1982). Moreover, we have recognized that it is particularly appropriate for us to refrain from dividing such property where, as in the present case, the marriage has been of short duration. Id. Furthermore, we note that the trial court did not disregard Richard's $500 contribution, but properly took it into account when it balanced the separate financial contributions made by the parties throughout the marriage.

Relatedly, we disagree with Richard's contention that the trial court erred in finding that Barbara made significant contributions toward the purchase of the houses located at 111 South 15th Street and in Somers, Iowa. We think that the record contains credible evidence indicating that Barbara's contributions to these homes nearly equalled Richard's. For example, the record discloses that both parties made lump-sum contributions and that the money acquired from renters provided the primary source for the monthly payments. In these circumstances, we think that the trial court's findings should remain undisturbed.

We similarly dispose of Richard's contention that the trial court's finding that the parties' financial contributions balanced each other was not supported by the evidence. On the contrary, we think that the record contains a legion of evidence revealing that Barbara's payments of taxes, insurance, day-to-day obligations, and the money she extended to Richard's business, equal or exceed the amounts Richard contributed in remodeling her home and helping her satisfy her ex-husband's interest therein. Accordingly, we again decline from disturbing the trial court's findings.

Finally, Richard argues that the court apportioned him an inequitable amount of the parties' liabilities. We disagree. Although Richard was made responsible for a $13,000 debt Barbara incurred in order to loan Richard this amount for his business, the court also made Barbara liable for the disputed $4,000 Visa debt. In addition, Barbara guaranteed a number of Richard's business loans which, given the current condition of Richard's business, she is likely to become liable upon. In Lattig, 318 N.W.2d at 816, we explicitly stated that the amount of a party's risk as guarantor must be considered in dividing marital assets. Hence, when the extent of Barbara's potential liability is taken into account, it is apparent that the trial court did not unduly burden Richard with debt.

In conclusion, we think that the trial court properly weighed each of the party's respective contributions and obligations and formulated an equitable division of assets. Accordingly, the decree is affirmed.

AFFIRMED.