FILED
MAY 22 1984
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF ARLENE J. LAURITZEN AND DONALD L. LAURITZEN

Upon the Petition of)

ARLENE J. LAURITZEN,)

Petitioner-Appellant/ Cross-Appellee,)

And Concerning)

DONALD J. LAURITZEN,)

Respondent-Appellee/ Cross-Appellant.)

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Filed May 22, 1984

4-101
83-807

Appeal from the Iowa District Court for Clinton County - Charles H. Pelton, Judge.

Petitioner wife appeals and respondent husband cross-appeals from various provisions of the parties' dissolution decree. AFFIRMED.

Simon W. Rasche, Jr., Camanche, and Gary J. Rolfes of Petersen, Petersen & Eddy, Clinton, for petitioner-appellant.

John P. Murphy of Holleran, Shaw, Murphy & Stoutner, Clinton, for respondent-appellee.

Considered by Oxberger, C.J., and Donielson and Snell, JJ.

Petitioner wife appeals and respondent husband cross-appeals from various provisions of the parties' dissolution decree. Notice of appeal and cross-appeal were timely only with regard to the amended decree filed May 24, 1983, due to the failure of the parties' untimely motions under Iowa R. Civ. P. 179(b) to extend the time for appealing from the initial decree. Accordingly, Justice Wolle issued an order on September 28, 1983, limiting consideration of this case "to those [issues] arising out of the amended decree of dissolution entered on May 24, 1983." We construe this order to mean that we are to consider only those provisions of the amended decree which modify the terms of the original decree which was filed on March 7, 1983.

Under this construction of Justice Wolle's order, we consider only those provisions of the amended decree which provided that division of the household goods and furnishings was to be in kind, increased the lump sum award to Arlene from $10,000 to $15,000 at 10% annual interest payable at a rate of not less than $50 per week with the entire amount due in five years, awarded Donald the parties' interest in a real estate contract, and ordered him to pay $1,000 for Arlene's attorney fees. In considering the terms of a property division, we are guided by the factors listed in Iowa Code section 598.21(1).

We find no reason to disturb the provisions of the amended decree. In fashioning these provisions as it did, the trial court was attempting to arrive at an approximately equal division of property. Considering the length of this marriage (over thirty years) and the significant contributions made by both parties, we cannot say the court erred in doing so. Donald does not contest the $1,000 attorney fee award; we therefore do not consider it here.

The provisions of the amended decree are affirmed.

AFFIRMED.