IN THE COURT OF APPEALS OF IOWA

No. 9-099 / 98-0411
Filed July 23, 1999

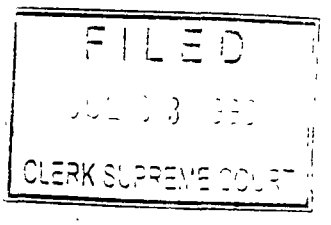
IN RE THE MARRIAGE OF JANET LEE JORGENSEN AND BERNARD HARRY JORGENSEN

Upon the Petition of JANET LEE JORGENSEN,

Petitioner-Appellee,

And Concerning BERNARD HARRY JORGENSEN,

Respondent-Appellant.



Appeal from the Iowa District Court for Story County, Ronald H. Schechtman, Judge.

Respondent appeals the property provisions of the parties' dissolution decree.

AFFIRMED.

Thomas J. Cahill of the Cahill Law Offices, Nevada, for appellant.

Kerry A. Finley of Finley, Alt, Smith, Scharnberg, Craig, Hilmes & Gaffney, P.C., Des Moines, and Ronald R. Ricker, Des Moines, for appellee.

Considered by Sackett, C.J., and Vogel and Zimmer, JJ.

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PER CURIAM.

Respondent-appellant Bernard Harry Jorgensen appeals challenging the economic provisions of the decree dissolving his nearly twenty-five year marriage. We affirm.

This was a second marriage for Bernard and petitioner-appellee Janet Lee Jorgensen. Bernard's first marriage ended in divorce. He had little property at the time of marriage. Janet's first husband died leaving her with a daughter, Kimberly. Janet brought some $15,000 to $25,000 worth of property to the marriage. The couple have one child, Todd, about twenty-two years of age at the time of the dissolution. No provision was made by the district court for Todd's educational expenses.

The district court gave Janet a credit of $15,000 for property she brought to the marriage and divided the balance. In using the assets and liabilities determined to be the parties' by the district court and the values established by the district court, each party received equities of a little less than $170,000. No alimony was awarded despite Janet's request for it. Bernard was ordered to pay $2000 of Janet's attorney fees.

Both parties, fifty-three years old at the time of trial, are gainfully employed. Janet works at Hach Chemical in Ames, Iowa, and Bernard works at the Iowa Department of Transportation, also in Ames. Bernard's annual salary exceeds Janet's by about $15,000.

Bernard contends the district court improperly determined the balance of a mortgage on property awarded to Janet. Bernard contends the miscalculation resulted

in Janet receiving about $6500 more than the district court computed. He also contends the district court incorrectly computed the equity Janet had in a home prior to their marriage at $15,000. Bernard also contends the district court should have valued the household goods and, in failing to do so, it resulted in him being treated inequitably.

In this equity action, our review is de novo. *In re Marriage of Estlund,* 344 N.W.2d 276, 279 (Iowa App. 1983). We have a duty to examine the entire record and adjudicate anew rights on the issues properly presented. *In re Marriage of Steenhoek,* 305 N.W.2d 448, 452 (Iowa App. 1981). In so doing, we give weight to the fact findings of the trial court, especially when considering the credibility of witnesses, but are not bound by them. Iowa R. App. P. 14(f)(7).

The question is whether, when considering the economic provisions as a whole, they are equitable. *See In re Marriage of Woodard,* 426 N.W.2d 668, 670 (Iowa App. 1988) (Habhab, J. and Hayden, P.J. concurring); *In re Marriage of Dahl,* 418 N.W.2d 358, 361 (Iowa App. 1987); *In re Marriage of Lattig,* 318 N.W.2d 811, 815 (Iowa App. 1982).

We cannot say the division made was not equitable, and we affirm.

Janet requests appellate attorney fees. We award her $1000.

AFFIRMED.