FILED
NOV 30 1987
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF RUBY JERALDINE ELDRIDGE AND GERALD EUGENE ELDRIDGE

Upon the Petition of	)	
RUBY JERALDINE ELDRIDGE,	)	95
Petitioner-Appellee,	)	Filed November 30, 1987
And Concerning	)	
GERALD EUGENE ELDRIDGE,	)	7-521 87-607
Respondent-Appellant.	)	

Appeal from the Iowa District Court for Greene County (No. D.M. 729), Louis F Beisser, Judge.

Respondent husband appeals from the decree dissolving the parties' marriage **AFFIRMED AS MODIFIED.**

Thomas W. Polking of Wilcox, Polking, Gerken, Schwarzkopf & Hoyt, Jefferson, for appellant.

Kirke C. Quinn of Doran, Courter, *Quinn & Doran*, Boone, for appellee.

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

PER CURIAM

Respondent husband appeals from the decree dissolving the parties' marriage. He asserts (1) that the trial court should not have awarded petitioner wife any alimony, (2) that even if an alimony award was appropriate, it should have been rehabilitative rather than permanent, and (3) that the trial court should not have awarded petitioner wife any attorney fees. We affirm as modified.

Petitioner, Ruby Jeraldine Eldridge, and respondent, Gerald Eugene Eldridge, were married in 1959. They have three children, all of whom are now grown. Ruby works at a bank as a bookkeeper-teller and also at a restaurant as a waitress. She earned over $14,000 in 1985. Gerald is a mechanic at a meat-packing plant. He earned $34,000 in 1985.

In its dissolution decree, the trial court directed Gerald to pay Ruby alimony of $250 per month until either party died and $500 toward her attorney fees. The trial court set aside to Ruby the $900 she had inherited during the marriage plus the interest it had earned. It awarded Ruby her profit-sharing plan and Gerald his IRA, the parties' house contract, and their business building. The trial court ordered the parties' house and all their remaining property sold and the net proceeds from the sale, plus the parties' bank accounts, were to be equally divided, after first paying Gerald $923.08 to equalize the above property awards. Gerald has appealed from the dissolution decree.

Our scope of review is de novo. Iowa R. App. P. 4.

Gerald contends the trial court erred in awarding alimony to Ruby.

Iowa Code section 598.21(3) (1985) sets forth the criteria to consider in deciding the issue of alimony. A review of those factors leads us to conclude the trial court's award of $250 per month alimony to Ruby is proper. Gerald's earning capacity is greater than Ruby's. Ruby's standard of living has sharply

declined from living in a large house to a small apartment. She has had to obtain additional employment to support herself. There is no room for advancement at the bank where she works. We additionally take note that this marriage lasted almost twenty-eight years. We find the facts of this case and the application of those equitable factors set forth in Iowa Code section 598.21(3) require alimony to be awarded Ruby. We thus affirm the trial court in this regard.

Gerald next contends even if alimony was appropriate, it should not continue more than two years. He claims Ruby can become self-supporting at a standard of living reasonably comparable to what she enjoyed during the marriage.

Iowa Code section 598.21(3)(f) provides that the court shall consider the following:

> The feasibility of the party seeking maintenance becoming self-supporting at a standard of living reasonably comparable to that enjoyed during the marriage, and the length of time necessary to achieve this goal.

The evidence produced at trial demonstrates to us that the earnings of Ruby will not change in order to maintain a standard of living comparable to what she had. Accordingly, we affirm the trial court's award of alimony to be permanent upon the condition that Ruby does not remarry or cohabit with another man. See In re Marriage of Shima, 360 N.W.2d 827, 828 (Iowa 1985).

Gerald's last contention is that the trial court erred in requiring him to pay $500 toward Ruby's attorney's fees. Attorney fees are not recoverable in a dissolution action as a matter of right, but depend upon one spouse's financial needs and the other spouse's ability to satisfy them. In re Marriage of Estlund, 344 N.W.2d 276, 281 (Iowa App. 1983).

Based on the financial circumstances of the parties, we affirm the trial court's ruling in awarding $500 toward Ruby's attorney's fees.

AFFIRMED AS MODIFIED.