FILED
DEC 2 2 1988
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE MARRIAGE OF KATHLEEN DIANE SUFFICOOL AND WESLEY LLOYD SUFFICOOL

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Upon the Petition of)
KATHLEEN DIANE SUFFICOOL,
)
Petitioner-Appellee,
)
And Concerning
WESLEY LLOYD SUFFICOOL,) 8-611
87-1806
Respondent-Appellant.)

Appeal from the Iowa District Court for Polk County (D.M. CD 55-32513), Rodney Ryan, Judge.

Respondent challenges the economic provisions of his dissolution decree. **AFFIRMED AS MODIFIED.**

Emil Trott, Jr., of Barrett & Trott, Des Moines, and Mark U. Abendroth, of Abendroth & Russell, Urbandale, for the respondent-appellant.

Steven H. Shindler, of Wimer, Hudson, Flynn & Neugent, P.C., Des Moines, for respondent-appellant.

Considered by Hayden, P.J., and Sackett and Habhab, JJ.

PER CURIAM 235

In this appeal we consider the equities of an award of alimony and attorney fees in a five-year marriage where during the marriage the husband earned a medical degree from the University of Osteopathic Science and Medicine in Des Moines, Iowa.

The parties, who were married in 1981, have no children. Both parties came into the marriage with property of minimal value. At the time of marriage Kathleen had a two-year nursing degree. Since marriage she has acquired an additional fifteen hours toward a four-year degree. She was employed as an RN during the majority of the marriage. For calendar years 1982 through 1985 she had total earnings of about $53,000. She currently is employed in California as an RN and earns $19 an hour. Wesley had two years of college at the time of marriage. During the marriage he completed his undergraduate and medical degree which he received in May 1987. He also was employed during the marriage in various jobs. For calendar years 1982 through 1985 he had earnings of approximately $32,000. He currently is commencing a medical residency paying $14,500 annually. Wesley is twenty-eight years of age and is in good health. Kathleen suffers from bulemia. She requires therapy but there is no evidence it curtails her earning capacity.

At the time of dissolution the parties had a home. The mortgage on the home exceeded its value. Kathleen had a 1987 Mercury Topaz valued at $3,400. Wesley had a 1977 Ford pickup. Wesley had $60,700 in educational loans which include $19,000 owed to his parents. They had household goods they divided. The trial court awarded Kathleen the Topaz. The trial court made no mention of the pickup or the home which shows a negative value of $4,000.

We determine any deficiency on the home shall be paid one-half by each party. Wesley should have the pickup. Wesley was ordered to assume the $60,000 debt. The court ordered Wesley to pay alimony of $300 for six months, $500 for six months, $750 for twenty-four months, and $1,000 for twenty-four months. He also was ordered to pay $900 toward Kathleen's attorney fees.

I.

Wesley contends when considered with his debt load, the alimony award is not equitable. We consider Wesley's medical degree as it relates to his earning capacity. In re Marriage of Janssen, 348 N.W.2d 251, 253-54 (Iowa 1984); In re Marriage of Horstmann, 263 N.W.2d 885, 891 (Iowa 1978); In re Marriage of Steward, 356 N.W.2d 611, 612 (Iowa App. 1984). We determine both parties have adequate sources of income. Despite Wesley's medical degree, Kathleen's income will exceed his for several years. But Wesley's income will increase at a substantially greater

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rate than Kathleen's. See In re Marriage of McNerney, 417 N.W.2d 205, 209 (Iowa 1987). We note too Wesley leaves the marriage with a $60,000 debt. This was a short-term marriage. We consider these factors in assessing his ability to pay alimony. We note both parties contributed earnings to the marriage. Neither made extraordinary sacrifices. This was a childless marriage.

We modify the award to provide Wesley shall pay no alimony.

We affirm the attorney fee award. See In re Marriage of Giles, 338 N.W.2d 544, 546 (Iowa App. 1983). Costs on appeal are taxed one-half to each party. Each party shall pay his or her own appellate attorney fees.

AFFIRMED AS MODIFIED.