FILED
MAR 26 1985
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

**IN RE THE MARRIAGE OF PATRICIA M. BRANJORD AND ORLAN J. BRANJORD**

Upon the Petition of )

**PATRICIA M. BRANJORD,** )

Petitioner-Appellant/ Cross-Appellee, )

And Concerning )

**ORLAN J. BRANJORD,** )

Respondent-Appellee/ Cross-Appellant. )

Filed March 26, 1985

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Appeal from the Iowa District Court for Polk County - Richard A. Strickler, Judge.

Petitioner wife appeals from modification of dissolution decree. AFFIRMED.

James L. Sayre and Becky S. Knutson of Sayre & Gribble, P.C., Des Moines, for petitioner-appellant/cross-appellee.

Ronald Ricker, Des Moines, for respondent-appellee/cross-appellant.

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

**PER CURIAM**

The marriage of the petitioner, Patricia Branjord, and the respondent, Orlan J. Branjord, was dissolved in 1977. Patricia received custody of the parties' two teenage children and Orlan was to pay child support until each child reached 18 years old. Orlan also agreed to pay $300 per month alimony which was to increase $100 per month when each child reached 18 years old. Patricia got the family home with a lien attached in favor of Orlan.

In 1983, Orlan requested modification of the decree. The evidence showed that early that year Orlan was fired from his job. His income for 1983 was $13,000 as opposed to his income of $29,000 in 1977. At the time of the hearing Orlan had just begun a new job in insurance sales. He was to work on a straight commission basis. Orlan had managed to make the alimony payments, which were now $500 per month, by using his pension fund proceeds.

Patricia's income had increased from $3,000 in 1977 to about $13,000 in 1983 Both children were in college and lived away from home.

The district court ruled that Orlan was to pay his youngest daughter $50 per month until June of 1986, the lien in favor of Orlan would remain intact; the alimony payments were reduced to $100 per month, and Orlan was to pay $500 for Patricia's attorney fees. Patricia has appealed and Orlan has cross-appealed.

Our review is de novo. Iowa R. App. P. 4 (1983). While we are not bound by the trial court's findings of fact, we give weight to them, especially with regard to the credibility of witnesses. Iowa R. App. P. 14(f)(7); Recker v. Gustafson, 279 N.W.2d 744, 748 (Iowa 1979).

On appeal the wife asserts that the trial court erred by reducing the amount of alimony and refusing to reduce or eliminate the respondent's lien on the family home.

Respondent husband asserts that the court did not err by reducing the amount of alimony and maintaining the amount of the lien. However, respondent

asserts in his cross-appeal that the trial court erred in ordering respondent to pay petitioner's attorney fees for the modification.

In order to justify a modification of alimony, a substantial change in circumstances must be shown. In re Marriage of Carlson, 338 N.W.2d 136, 141 (Iowa 1983). After reviewing the record, we find that there has been a substantial change in circumstances and that the trial court modification reducing the amount of alimony is proper.

Similarly, the trial court's refusal to reduce or eliminate the $5343.50 lien which the husband has against the family home was proper. This lien represents the husband's share of the equity in the family home which the wife was awarded in the original decree. Property awards are not subject to modification unless extraordinary exceptions such as fraud, duress, coercion, mistake, or other grounds which would justify setting aside the award are shown. In re Marriage of Johnson, 299 N.W.2d 466, 467-68 (Iowa 1980).

Effective July 1, 1984, Iowa Code § 598.36 authorizes the award of attorney fees in a modification proceeding. This amendment is procedural and therefore subject to retroactive application when a request for attorney fees was made at trial. In re Marriage of Shima, 360 N.W.2d 827, 829 (Iowa 1985). We find the award of attorney fees to the petitioner to be proper.

The findings of the trial court are affirmed.

AFFIRMED.