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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE MARRIAGE OF LORETTA MAY VON STEIN
and CARL LEE VON STEIN

Upon the Petition of **LORETTA MAY VON STEIN,**	)	
Petitioner-Appellee,	)	352
And Concerning **CARL LEE VON STEIN,**	)	9-128
Respondent-Appellant.	)	88-1053

Appeal from the Iowa District Court for Polk County (CD 55-32617), Rodney Ryan, Judge.

Husband appeals from the economic provisions of a dissolution of marriage decree. **AFFIRMED AS MODIFIED.**

Artis Reis, of Parrish & Kruidenier, Des Moines, for the respondent-appellant.

Timothy Pearson & Ted Breckenfelder, of Hyland, Laden & Pearson, Des Moines, for the petitioner-appellee.

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

HAYDEN, J. 353

The parties were married in 1957. Both were forty-eight years old at time of trial and both enjoy good health. They have four children who are all adults.

The parties only real estate is a ten-acre homestead valued at $90,000. There is an encumbrance of approximately $31,500 against this property.

Loretta ran a wicker business from her home for several years, and she commenced working on a part-time basis in 1972. She began full-time employment as a receptionist for Iowa Limestone Company in February 1985. Her net annual income at time of trial was $12,375. The husband, Lee, farms with his brother and other relatives. They participate in farming 1,560 acres. Lee's 1986 net earnings were $9,255 and 1987 net earnings were $9,361.

Lee was awarded the parties' homestead and ordered to assume the $31,549 mortgage loan against it. He was also awarded farm machinery and equipment which the trial court valued in excess of $100,000. He received cash and monies in the sum of $15,000 and farm co-op patronage dividends valued at $33,000. He was ordered to assume farm debts in excess of $121,000.

Loretta was awarded a 1980 Pontiac auto valued at $4,850 and household goods with a value of $600. She was also awarded C.D.'s, money market and a checking account in the total sum of approximately $10,000. She was directed

to pay the loan on the car in the sum of $3,000. The trial court also gave her thirty-five percent of Lee's interest in the 1987 growing crops. In addition, Loretta was awarded $300 per month alimony until her death or remarriage. She was also awarded $50,000 cash as and for property settlement which Lee was ordered to pay. Lee was also ordered to pay $2,000 of Loretta's trial attorney fees.

Lee appeals. He challenges the division of property. He claims Loretta should not share in the 1987 farm income. He claims the trial court overvalued his property by $62,000. He also challenges the trial court's award of alimony and trial attorney fees to Loretta. We affirm as modified.

Our scope of review is de novo. Iowa R. App. P. 4. In equity cases, especially when considering the credibility of witnesses, the court gives weight to the fact-findings of the trial court but is not bound by them. Iowa R. App. P. 14(f)(7). No hard and fast rules govern the economic issues in dissolution actions. Because precedent is of little value on those issues, our decision must ultimately depend on the particular facts relevant to each issue. In re Marriage of Vrban, 359 N.W.2d 420, 423 (Iowa 1984).

Loretta moved out of the parties' home in May 1986. She provided no help or assistance to Lee in producing the 1987 crops. We know of no reason for Loretta to be awarded

thirty-five percent of Lee's interest in the 1987 crops. If this was to stand, then it would only be equitable for Lee to be awarded thirty-five percent of Loretta's 1987 income. The provision awarding Loretta thirty-five percent of Lee's interest in the 1987 crops is not warranted and we modify the decree by deleting it. Also, the award of all of the 1987 government supported payments to Loretta is not warranted and that provision is deleted from the decree.

We do not disturb the trial court's valuation of the parties' property. The record shows Lee is heavily in debt and is required to pay a large debt of principal and interest. We determine the cash award of $50,000 as and for property settlement to Loretta should be modified. We modify this cash award to Loretta to $35,000. Lee may pay this cash award as follows: $10,000 thirty days after this decision is filed in the Supreme Court clerk's office and $5,000 on or before December 15, 1990, and a like amount on or before December 15 of each year thereafter until fully paid. The unpaid installments shall bear interest at the rate of ten percent per annum after their respective due dates.

Section 598.21(3) of the 1987 Code of Iowa sets forth the factors to consider in requiring support payments to either party for a limited or an indefinite length of time. These factors are as follows:

a. The length of the marriage.
b. The age and physical and emotional health of the parties.

c. The distribution of property made pursuant to subsection 1.

d. The educational level of each party at the time of marriage and at the time the action is commenced.

e. The earning capacity of the party seeking maintenance, including educational background, training, employment skills, work experience, length of absence from the job market, responsibilities for children under either an award of custody or physical care, and the time and expense necessary to acquire sufficient education or training to enable the party to find appropriate employment.

f. 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.

g. The tax consequences to each party.

h. Any mutual agreement made by the parties concerning financial or service contributions by one party with the expectation of future reciprocation or compensation by the other party.

i. The provisions of an antenuptial agreement.

j. Other factors the court may determine to be relevant in an individual case.

We have considered each applicable factor very carefully and determine Loretta is in good health, and is gainfully employed and is self-supporting at a standard of living reasonably comparable to that enjoyed during the marriage. Because of these factors, she does not require support or alimony from Lee. However, because of the length of the marriage and her age, we determine she is entitled to minimum support or alimony. The alimony provision is modified to $1.00 per year. The alimony or support shall terminate on Loretta's remarriage or cohabitation with another man or death of either party, whichever should first occur.

Except as modified herein, we affirm the decree in all other respects.

Each party shall pay his or her own attorney fees on appeal. Costs of appeal are taxed one-half to each party.

AFFIRMED AS MODIFIED.