IN THE COURT OF APPEALS OF IOWA

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IN RE THE MARRIAGE OF WILLIAM E. ADAMS AND GLENNA MARIE ADAMS

Upon the Petition of	)	
WILLIAM E. ADAMS,	)	
Petitioner-Appellant,	)	Filed February 21, 1984
And Concerning	)	
GLENNA MARIE ADAMS,	)	4-14 / 83-510
Respondent-Appellee.	)	

Appeal from the Iowa District Court for Woodbury County - James H. Andreasen, Judge.

Petitioner husband appeals from the economic provisions of the parties' dissolution decree. AFFIRMED IN PART AND MODIFIED IN PART.

Gary S. Gill, Des Moines, for petitioner-appellant.

Stanley E. Munger, Sioux City, for respondent-appellee.

Heard by Oxberger, C.J., and Donielson and Snell, JJ.

PER CURIAM

Petitioner husband appeals from the economic provisions of the parties' dissolution decree. He claims that the alimony and property division awarded to respondent wife are inequitable and that the court erred in partially granting her motion to enlarge or amend the decree. We affirm in part and modify in part.

William and Glenna Adams were married in 1962. William adopted Glenna's three children from a previous marriage, and the parties had three children of their own, born in 1963, 1966 and 1969. William is a district associate judge. Glenna had completed training as an x-ray technician at the time the parties were married, but she quit working when she became pregnant with the parties' first child. She returned to work when the parties' youngest child was in school and is now working as a part-time bookkeeper.

The trial court awarded Glenna custody of the parties' two remaining minor children and directed William to pay child support of $150 per month per child for the two minor children as well as for the parties' other child, who was in college. The court also directed William to pay alimony of $500 per month, to be increased by $100 per month each time his obligation to support one of the children ceased, and to terminate when William reached age 72 (in about 22 years).

The trial court awarded William his IPERS fund; the cash and bank accounts in his name; a 1977 Chevrolet; an old Mercury; the parties' boat, motor, and trailer; and specified household items. Glenna was awarded the cash and bank accounts in her name, a 1980 Chevrolet, and all the household items not awarded to William. The parties' house was to be sold by August of 1987, and Glenna was given the right to occupy the house until the sale. The proceeds were to be used first to pay the parties' debts and Glenna $10,000, and then divided equally. William was to pay court costs and $2,000 toward Glenna's attorney fees.

After the dissolution decree was entered, Glenna moved the court to amend or modify its decree pursuant to either Iowa Rule of Civil Procedure 179(b) or

252(f). She asked that the decree provide that she be paid $10,000 regardless of the net proceeds from the sale of the house. She asserted that she had discovered new evidence since the trial; i.e., the realtor selling the parties' house believed that the net proceeds from the sale would be substantially less than the parties had testified at trial. William resisted Glenna's motion, and the trial court granted it in part, stating that if the net proceeds were not sufficient for a $10,000 payment to Glenna, William should make up half the deficiency. This appeal followed.

I.

William's primary contentions involve the alleged unfairness of the alimony and property division. In our de novo review of these provisions, we are guided by the relevant criteria found in Iowa Code sections 598.21(1) (property division) and 598.21(3) (alimony). We find no reason to disturb the property division ordered by the trial court. William's main argument in this area is concerned with the court's treatment of his IPERS benefits to be received upon his future retirement. It is clear, however, that the court was required to consider that interest in determining an equitable result. See Iowa Code § 598.21(1)(i). In view of the length of the marriage here (over twenty years) and the important contributions of both William and Glenna to the marriage and family, we believe the property division is equitable.

We agree with William, however, that the alimony award must be modified. Although his monthly take-home pay (approximately $1640) exceeds that of Glenna (approximately $300), we cannot ignore his other financial obligations (including a current child support obligation of $450—$150 per month per each of the three children) and the expenses he will incur in having to maintain his own separate residence. We therefore reduce the alimony award to $400 per month. In addition, we eliminate the provision whereby alimony was to increase by $100 per month each time William's support obligation for one of the children ceased. The duration of his alimony obligation is affirmed. We wish to make it clear that our decision is based on the situation existing at this time; i.e., Glenna's part-time bookkeeping job. We express no opinion at this time as to what adjustments should be made to William's alimony obligation if, for example, Glenna was able to obtain future full-time employment again as an x-ray technician or in any other job with substantially higher earnings.

II.

The trial court was clearly within its authority in amending its decree pursuant to Iowa R. Civ. P. 179(b) with respect to the proceeds of the house sale. The original decree said nothing about the possibility that the net proceeds would be such that Glenna's share would not reach the $10,000 amount ordered to be given her. The court's ruling on her motion to enlarge or amend merely corrected that oversight. The court did not err in doing so.

The alimony provision is modified with respect to amount as described above. The decree is affirmed in all other respects. Each party shall pay his or her own attorney fees incurred in this appeal.

AFFIRMED IN PART,MODIFIED IN PART.