

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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ALEXANDER D. LEHOTSKY,

Plaintiff-Appellee,

v

PAULINE JOANNE WALK, STEWART WALK,  
VIRGINIA MARIE WATT and HAROLD A.  
WATT,

Defendants,

and

RICHARD WILLIAM EUBANK,

Defendant-Appellant.

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UNPUBLISHED

May 26, 2000

No. 215379

Otsego Circuit Court

LC No. 97-007357-CK

Before: Hoekstra, P.J., and Holbrook, Jr., and Zahra, JJ.

PER CURIAM.

Defendant Richard William Eubank appeals as of right from the trial court's order granting plaintiff's motion for summary disposition. Plaintiff has moved to dismiss the appeal. We affirm the trial court and deny the motion to dismiss. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

This case involves a dispute over ownership of property. In 1969 plaintiff entered into a land contract with Harold and Hazel Van Amberg for the purchase of certain property. The land contract was not recorded. In 1972 Hazel Van Amberg, then a widow, quitclaimed the property to herself and her daughters Pauline Walk and Virginia Watt. The quitclaim deed was recorded. In 1997 Eubank obtained quitclaim deeds to the property from Walk, Watt, and other Van Amberg heirs. Those deeds were recorded. Prior to obtaining the deeds Eubank corresponded with plaintiff and expressed interest in purchasing the property if plaintiff decided to sell. Subsequently, Walk, Watt, and their spouses conveyed warranty deeds to the property to plaintiff. The warranty deeds and the land contract were recorded.

Plaintiff filed suit to quiet title, alleging that the warranty deeds were not sufficient due to the existence of the quitclaim deeds to Eubank. Plaintiff moved for summary disposition pursuant to MCR 2.116(C)(10), arguing that the vendor's interest that Eubank had received from Walk and Watt had expired because the land contract had been fulfilled. The trial court granted the motion, rejecting Eubank's argument that his claim to title was superior because plaintiff's land contract had not been recorded at the time he received and recorded his quitclaim deeds. The court vested plaintiff with free and clear title to the property.

An action to quiet title is equitable in nature, and is reviewed de novo on appeal. *Beulah Hoagland Appleton Qualified Personal Residence Trust v Emmet County Rd Comm*, 236 Mich App 546, 550; 600 NW2d 698 (1999). In addition, we review a trial court's decision on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

Eubank argues that the trial court erred by granting plaintiff's motion for summary disposition. He asserts that because he recorded his interest first in time, he is a good-faith purchaser, *Harr v Coolbaugh*, 337 Mich 158, 166; 59 NW2d 132 (1953), and that because plaintiff's land contract was not recorded at the time he recorded his quitclaim deeds, the land contract was void as against him. MCL 565.29; MSA 26.547. We disagree and affirm. The trial court found, and Eubank does not dispute on appeal, that the quitclaim deeds executed by Walk and Watt conveyed a vendor's interest in a land contract because that was the interest that each held. *Rudnik v Mayers*, 387 Mich 379, 390; 196 NW2d 770 (1972). While an unrecorded conveyance of land is void as against a subsequent purchaser in good faith, MCL 565.29; MSA 26.547, a good-faith purchaser is one who purchases without notice of a defect in the vendor's title. *Michigan National Bank & Trust Co v Morren*, 194 Mich App 407, 410; 487 NW2d 784 (1992). Eubank had notice that plaintiff had an interest in the property. He wrote directly to plaintiff inquiring if plaintiff would be interested in selling the property. In addition, Eubank was aware that plaintiff's name appeared on an oil and gas lease for the property. Because Eubank had notice of plaintiff's interest in the property, the lack of a recorded land contract notwithstanding, he was not a good-faith purchaser against whom the land contract would be void. *Id.* Summary disposition was proper.

Affirmed.

/s/ Joel P. Hoekstra  
/s/ Donald E. Holbrook, Jr.  
/s/ Brian K. Zahra