

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

---

PAUL TOURIS and ALEXANDRA TOURIS,  
  
Plaintiffs-Appellants,

UNPUBLISHED  
February 27, 2001

v

COMERICA BANK, by FREDERICK  
GAUTHIER and BEATRICE COHAN, Co-  
Trustees of the BEATRICE COHAN TRUST,

No. 209204  
Wayne Circuit Court  
LC No. 97-726824-CK

Defendants-Appellees.

---

Before: Meter, P.J., and Neff and O'Connell, JJ.

MEMORANDUM.

Plaintiffs appeal by right the order granting defendants' motion for summary disposition in this breach of contract action. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

The parties executed a purchase agreement for a parcel of real estate. The first addendum to the agreement included a provision stating: "The closing of this sale shall take place on or before September 6, 1996, or this agreement may be declared null and void, at the option of the Seller(s)." Two more addenda were executed, but they did not alter the closing provision. On December 10, 1996, defendant Gauthier declared the agreement null and void. The property was sold to another purchaser.

Plaintiffs brought this action for breach of contract. The trial court granted summary disposition to defendants, based on the statute of frauds.

The statute of frauds requires a written agreement to support the sale of real property. MCL 566.108; MSA 26.908. A subsequent modification of a contract for the sale of land must be in writing to be legally enforceable. *Windorf v Ferris*, 154 Mich App 201, 203; 397 NW2d 268 (1986). Where no ambiguity in the contract exists, parol evidence may not be admitted to vary terms of the agreement. *Zurich Ins Co v CCR & Co (On Rehearing)*, 226 Mich App 599, 610; 576 NW2d 392 (1997).

Here, there was no written modification or waiver of the purchase agreement. The contract clearly gave the sellers the option to declare the contract null and void if the closing did not take place by September 6, 1996. The contract language is not ambiguous. An oral modification is not enforceable in an agreement to sell real estate. *Windorf, supra*.

Affirmed.

/s/ Patrick M. Meter

/s/ Janet T. Neff

/s/ Peter D. O'Connell