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STATE OF MICHIGAN

COURT OF APPEALS

In re VANSCOYOC REAL ESTATE LIVING TRUST.

KAMERON VANSCOYOC,

Appellant,

v

KIMBERLY BONHAM,

Appellee/Cross-Appellee,

and

LILAS M. VANSCOYOC,

Appellee/Cross-Appellant.

UNPUBLISHED
November 18, 2026
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No. 375863
Osceola Probate Court
LC No. 24-000127-TV

Before: O'BRIEN, P.J., and CAMERON and MALDONADO, JJ.

PER CURIAM.

Appellant Kameron VanScoyoc appeals as of right the probate court's order granting the petition filed by appellee Kimberly Bonham to set aside appellee Lilas VanScoyoc's transfer of property out of the VanScoyoc Real Estate Living Trust. Lilas cross-appeals the same ruling. Lilas purported to transfer real property out of the Real Estate Living Trust as the settlor pursuant to MCL 700.7602(1), which provides that a "settlor may revoke or amend" a trust "[u]nless the terms of a trust expressly provide that the trust is irrevocable[.]" Whether the Real Estate Living Trust was irrevocable comes down to whether the following term expressly provides that the trust is irrevocable: "The Trustees reserve the right at any time during their lifetimes to amend the trust created hereby, EXCEPT, HOWEVER, this Trust may not be revoked for a period of 90 years from the date hereof without obtaining the consent of 75% of the beneficiaries." The probate court held that this provision did expressly provide that the trust is irrevocable, and Kameron and Lilas

argue on appeal that this was error because this provision only applies to trustees, not to Lilas as settlor. We agree with the probate court and therefore affirm.

I. BACKGROUND

The VanScoyoc Real Estate Living Trust was created on November 13, 2017. Regarding amendments and revocation, the Real Estate Living Trust provided:

> The Trustees reserve the right at any time during their lifetimes to amend the trust created hereby, EXCEPT, HOWEVER, this Trust may not be revoked for a period of 90 years from the date hereof without obtaining the consent of 75% of the beneficiaries. The sale or other disposition of the whole or any part of the property held under this agreement shall require a super majority of 75% of the beneficiaries.

Lilas was the grantor of the Real Estate Living Trust, and she placed certain real property in the trust. The transfer of that property took place on November 16, 2017, via a quit claim deed. The deed reserved a life estate in the property for Lilas.

On April 5, 2024, Lilas purported to amend the Real Estate Living Trust, make herself a co-trustee of that trust, and revoke the trust. On the same day, Lilas made two real estate transactions. First, acting as "Trustee of the VanScoyoc Real Estate Living Trust," Lilas conveyed via warranty deed all of the real property that was in the Real Estate Living Trust from that trust back to herself. Lilas then conveyed that property via warranty deed from herself (individually) to herself in her capacity as Trustee of the Charles and Lilas VanScoyoc Revocable Trust. On September 25, 2024, the Revocable Trust conveyed a portion of the real property that was taken out of the Real Estate Living Trust to Kameron via warranty deed.

Lilas later explained in filings in the probate court that the real property that was in the Real Estate Living Trust consisted of a farm and lakefront property, and that she originally transferred the property to the trust to qualify for Medicaid benefits. Lilas wanted the farm to continue being farmed as it always had been, and because Kameron was Lilas' only heir who was "actively farming," Lilas eventually decided that she wanted the farm transferred to him. The trustees of the Real Estate Living Trust refused, however. So Lilas took all of the real property out of the Real Estate Living Trust, divided the property into two separate properties—a lakefront property and a farm property—then transferred the farm property to Kameron for him to farm it, and transferred the lakefront property to the Revocable Trust for the family's continued use.

On October 24, 2024, Bonham petitioned the probate court to set aside the conveyances of the real property from the Real Estate Living Trust to Lilas; from Lilas to the Revocable Trust; and from the Revocable Trust to Kameron; and to rule that ownership of the real property remained with the Real Estate Living Trust. Lilas objected to the petition in her capacity as settlor of the Real Estate Living Trust, and Kameron later objected as an interested party.

Lilas eventually moved for summary disposition, arguing that as settlor, she had the authority to revoke the Real Estate Living Trust under MCL 700.7602(1), which provides, "Unless the terms of a trust expressly provide that the trust is irrevocable, the settlor may revoke or amend

the trust." Lilas contended that no language in the trust expressly provided that the trust was irrevocable, and that the language concerning amendments and revocations applied only to trustees, not to Lilas as settlor. Kameron concurred with Lilas's motion, adding that MCL 700.7602(1) stated that the terms of a trust must state "expressly" that the trust is irrevocable to deprive the settlor of the power to amend or revoke the trust, and the Real Estate Living Trust expressly stated that the trust *was* revocable if certain conditions were met.

Bonham responded that the Real Estate Living Trust was indeed irrevocable because, by its terms, the trust could only be revoked with the consent of 75% of the beneficiaries. This provision, Bonham contended, was not limited to trustees but encompassed everyone, including Lilas as settlor. Bonham closed her motion by requesting that summary disposition be granted in her favor.

On May 6, 2025, the probate court issued a written opinion and order in which the court denied Lilas' motion for summary disposition and granted the petition to set aside the transfer of the property out of the Real Estate Living Trust. The court concluded that, by placing in the trust language stating that "this Trust may not be revoked for a period of 90 years from the date hereof without obtaining consent of 75% of the beneficiaries," the settlor "clearly and unambiguously . . . [gave] up her presumption of revocability."

This appeal followed.

II. STANDARD OF REVIEW

This case was decided at the summary-disposition stage. A lower court's ruling on a motion for summary disposition is reviewed de novo. *Ventures v Liquid Mfg*, 499 Mich 491, 506; 885 NW2d 861 (2016). Lilas moved for summary disposition under MCR 2.116(C)(10). A (C)(10) motion is properly granted if, when viewing the evidence in the light most favorable to the nonmoving party, there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. MCR 2.116(C)(10); *Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999). In response to Lilas' motion, Bonham asked that summary disposition be granted in her favor under MCR 2.116(I)(2), which provides, "If it appears to the court that the opposing party, rather than the moving party, is entitled to judgment, the court may render judgment in favor of the opposing party."

Resolution of the parties' competing motions for summary disposition came down to the proper interpretation of the Real Estate Living Trust. The proper interpretation of a trust is an issue of law, reviewed de novo. *In re Mardigian Estate*, 312 Mich App 553, 558; 879 NW2d 313 (2015). To the extent that this appeal raises issues about the proper interpretation and application of statutes, that too is an issue of law, reviewed de novo. See *In re Estate of Stan*, 301 Mich App 435, 442; 839 NW2d 498 (2013).

III. ANALYSIS

Lilas, as settlor of the Real Estate Living Trust, unilaterally amended the trust and revoked it, transferring the trust property out of the trust. When this action was challenged, Lilas argued that MCL 700.7602(1) granted her the authority to act as she did. That statute provides that trusts

are revocable by default, stating in relevant part, "Unless the terms of a trust expressly provide that the trust is irrevocable, the settlor may revoke or amend the trust." MCL 700.7602(1). See also *In re Estate of Fowler*, ___ Mich ___, ___ n 6; NW3d ___ (2026) (Docket No. 167501); slip op at 9 n 6 (citing MCL 700.7602(1) for the proposition that "our courts construe a trust as revocable by default"). The central question on appeal is whether the Real Estate Living Trust expressly provides that it is irrevocable.

The Estates and Protected Individuals Code, *et seq*. 700.1101 (EPIC) does not define "irrevocable" for purposes of the act, but Article VII of the act—which addresses trusts—does define "revocable." MCL 700.7103(h) states that, for purposes of Article VII of EPIC (which includes MCL 700.7602), " 'Revocable', as applied to a trust, means revocable by the settlor without the consent of the trustee or a person holding an adverse interest." Considering that "revocable" and "irrevocable" are antonyms, we conclude that "irrevocable" for purposes of MCL 700.7602 should be defined as "not revocable." So "the terms of a trust expressly provide that a trust is irrevocable" for purposes of MCL 700.7602(1) if the terms of the trust expressly provide that the trust is not revocable by the settlor without the consent of the trustee or a person holding an adverse interest.[1]

Bonham argued, and the probate court agreed, that the terms of the trust expressly provide that the trust is irrevocable because the trust states, "The Trustees reserve the right at any time during their lifetimes to amend the trust created hereby, EXCEPT, HOWEVER, *this Trust may not be revoked for a period of 90 years from the date hereof without obtaining the consent of 75% of the beneficiaries*." (Emphasis added.) We agree with the probate court that the emphasized language is an independent clause clearly providing that the trust can only be revoked after obtaining the consent of the beneficiaries, which necessarily means that the trust is irrevocable because the settlor cannot revoke the trust without consent. See MCL 700.7602(1).

Lilas' and Kameron's primary argument against this result is that, taken as a whole, the at issue sentence of the trust applies only to trustees, not to Lilas as the settlor. We agree with Bonham, however, that the sentence consists of two independent clauses, such that the language "this Trust may not be revoked for a period of 90 years from the date hereof without obtaining the consent of 75% of the beneficiaries" stands alone and is not modified by the first part of the sentence. While Lilas and Kameron are correct insofar as this clause places a limit on the trustees' ability to revoke the trust, it does so by placing that limit on everyone. By using the passive voice, the latter independent clause places a limit on how the trust can be revoked, and that limit applies to both the trustees and to the settlor.[2]

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[1] When discussing the history of trusts in Michigan broadly, our Supreme Court in *In re Estate of Fowler*, ___ Mich ___, ___ n 4; NW3d ___ (2026) (Docket No. 167501); slip op at 8 n 4, looked to the definition of "irrevocable trust" in Michigan's Powers of Appointment Act, MCL 556.111 *et seq*. That definition is unhelpful for present purposes because the relevant section defines "irrevocable trust" as used in *that* act, not EPIC. See MCL 556.112 ("As used in this act . . . .").

[2] The latter clause does not state, for instance, that "the Trustees may not revoke this Trust," in which case the clause would be limited to the trustees.

Kameron also contends that even if the trust prohibited Lilas, as the settlor, from revoking the trust, it did not limit her ability to amend the trust. This argument does not help Kameron's case, however. Recall that the ultimate issue is whether Lilas had authority to unilaterally transfer property out of the trust, and in arguing that she did, Lilas and Kameron relied on MCL 700.7602(1). That statute provides, "Unless the terms of a trust expressly provide that the trust is irrevocable, the settlor may revoke or amend the trust." MCL 700.7602(1). Because the terms of the trust expressly provide that the trust is irrevocable, MCL 700.7602(1) did not permit Lilas to unilaterally revoke *or* amend the trust.

Affirmed.

/s/ Colleen A. O'Brien
/s/ Thomas C. Cameron
/s/ Allie Greenleaf Maldonado