

The South Carolina Court of Appeals

Nationstar Mortgage, LLC d/b/a Mr. Cooper,
Respondent,

v.

Carolyn Brantley; The United States of America acting
by and through its agency, the Secretary of Housing and
Urban Development; The United States of America
acting by and through its agency, the Internal Revenue
Service; South Carolina Department of Revenue; and
T.N.S. LTD., LLC, Defendants,

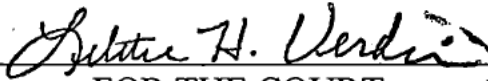
of which Carolyn Brantley is the Appellant.

Appellate Case No. 2024-000039

ORDER

Appellant filed a "motion for stay pending appeal" asking this court to stay an order and judgment of foreclosure and sale without requiring her to satisfy section 18-9-170 of the South Carolina Code (2014). After careful consideration, we deny Appellant's motion for a stay. *See* Rule 241(b)(4), SCACR (providing that judgments directing the sale or delivery of possession of real property are not automatically stayed by the service of the notice of appeal); S.C. Code Ann. § 18-9-170 (2014) ("If the judgment appealed from direct[s] the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking. When the judgment directs the sale of land to satisfy a mortgage

thereon or other lien, the undertaking shall provide that in case the judgment appealed from be affirmed and the land be finally sold for less than the judgment debt and costs then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency, which sum shall be duly entered as a payment on the judgment . . .").


FOR THE COURT

Columbia, South Carolina

FILED
Feb 01 2024

cc:

Carolyn Brantley
Thomas A. Shook, Esquire
Rachel L Ferguson, Esquire