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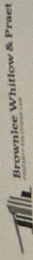
Feb 12 2025

SC Court of Appeals

From: [Alexis English](#)
To: [Court Of Appeals Filings](#)
Subject: Emergency motion to stay please review
Date: Wednesday, February 12, 2025 2:11:39 PM
Attachments: [Emergency Motion Stay Writ Alexis English Case 2024-001691.pdf](#)

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Alexis English 810 Woodruff Road, Apt 12106 Greenville, SC 29607 (864) 906-6758
englishalexis004@gmail.com February 12, 2025 Appellate Case No. 2024-001691 Re: Emergency Motion to Stay Writ of Ejectment To the Honorable Justices of the South Carolina Court of Appeals, I, Alexis English, respectfully submit this emergency motion to stay the writ of ejectment scheduled for appeal. February 13, 2025, at 10:00 AM, as I have not received proper notice regarding the dismissal of my Additionally, I have received written documentation from my landlord, Tribute Greenville Apartments, indicating that my lease was extended to March 13, 2025, and that I was given until that date to vacate the premises. This directly conflicts with the imminent eviction proceedings. Attached is a letter dated January 14, 2025, from Brownlee Whitlow & Praet, the legal representatives of my landlord, confirming that my lease was automatically renewed on a month-to-month basis and that I had honored. until March 13, 2025, at 5:00 PM to vacate. This notice was provided in writing and should be legally However, I was never informed of any dismissal of my appeal or provided an opportunity to address the matter. The sudden issuance of a writ of ejectment contradicts the written notice I received, causing extreme hardship and irreparable harm. I respectfully request that this Court stay the ejectment proceedings until this matter can be fully reviewed. I ask that the Court ensure due process is followed and that I be given the opportunity to present my case, eviction. as the written notice from my landlord demonstrates that I should not be subjected to immediate Thank you for your time and consideration. I look forward to a fair review of this urgent matter.



Brownlee, Whitlow & Prael

Steven Whipple
Lisette Whitlow
Sharon Whitlow
Phone/Fax: 704.247.4996

January 14, 2025

**VIA FIRST CLASS MAIL
AND HAND DELIVERY TO PREMISES**

Alexis English
810 Woodruff Road
Unit 12106
Greenville, South Carolina 29607

RE: Notice of Non-Renewal

Dear Alexis English,

Our firm represents your landlord, Tribute Greenville Apartments, LLC db/a Tribute Verdae (hereinafter "Lessor") through their agent, NHE, Inc. in the above-referenced matter.

As you are aware, you entered into a written lease agreement with Lessor for the rental of that certain real property located at 810 Woodruff Road, Apt. 12106, Greenville, South Carolina 29607 (hereinafter "Premises") for a lease term that began on February 13, 2024, and which was originally scheduled to terminate on February 12, 2025, at a current monthly rental rate of \$1,679.00 (hereinafter "Lease").

As you agreed in Paragraph 3 of your Lease, in the event neither party provided the other a written notice of termination at least sixty days prior to the ending date of the initial lease term, the lease would automatically renew on a month-to-month basis. As neither party provided a sixty-day notice of termination prior to the end of your Lease term, your Lease began automatically renewing on a month-to-month basis starting February 13, 2025. As you further agreed in Paragraph 3 of the Lease, either party may terminate any subsequent month-to-month renewal term by providing the other with at least thirty days written notice. As such, this letter serves as Lessor's thirty-day written notice of termination and of its intention to non-renew your month-to-month tenancy and your Lease.

Therefore, your Lease will terminate on **March 13, 2025**, and you must vacate the Premises, remove all personal possessions from the Premises, including trash, and return all sets of keys to Lessor on or before that date. Please be advised that if you fail to vacate the Premises, my client reserves the right to file a Summary Ejectment (eviction) action against you as a result of your holdover status. However, I trust that no such action will be necessary and that you will vacate the Premises by **5pm on March 13, 2025**. Please be reminded that you are responsible for

Charlotte Location:
850 E. Third Street, Suite 100
Charlotte, NC 28204

Contact: 704.247.4996
BWPF-Law.com

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

2024CV3310001202
CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT
WRIT OF EJECTMENT
set out date 2.13.25 @ 10:00am

Tribute Venture Apartments
810 Woodruff Road
Greenville, SC 29607
(854) 210-1055
PLAINTIFF(S)
Vs.
Alexis English, All Other
Occupants
810 Woodruff Road Apt. 12106
Greenville, SC 29607
DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

Upon Judgment of this Court, rendered on the , you are hereby Ordered to proceed to the premises located at
**810 Woodruff Road Apt 12106
Greenville, SC 29607.**

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment. Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

February 7, 2025

Gantt - Sumner Court

_____ being duly sworn state that:

- I personally served a copy of this Writ on _____, an occupant of the rental unit
- On 2.12, 2025, at 10:15 the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- On _____, 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- Informed by Plaintiff that case is settled.

Date: 2.12, 2025


Deputy Sheriff Collette