

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 BIF Summerville Station, LLC,)
)
 Plaintiff(s)/Respondent,)
)
 vs.)
)
 Sherlita Ward,)
)
)
)
 Defendant(s)/Appellant.)

**IN THE COURT OF COMMON PLEAS
 CASE NO.: 2025-CP-18-00088**

**ORDER SETTING BOND TO STAY
 EXECUTION ON APPEAL FOR
 APPELLATE CASE NO. 2025-000683**

RECEIVED
May 23 2025
SC Court of Appeals

This matter came before this Court on May 21, 2025, after Plaintiff(s)/Respondent(s) (hereinafter “Respondent”) filed an application for ejectment (eviction) action against Defendant/Appellant (hereinafter “Appellant”) (2024CV1810307120), resulting in the magistrate court ruling in favor of Respondent and ordering the Writ of Ejectment to be issued if Appellant not vacate by January 19, 2025 at 6:00 p.m., thereafter Appellant appealed said magistrate court ruling to the circuit court (2025CP1800088), thereafter Appellant defaulted on the bond payments ordered by the magistrate court on February 6, 2025 resulting in the magistrate court ruling/ordering the dismissal of said appeal. Thereafter Appellant appealed said magistrate court ruling to the court of appeals (2025-000683) resulting in the Court of Appeals issuing an order on or about April 14, 2025, which ordered that “After careful consideration, Appellant’s motion to stay the eviction is temporarily granted. We remand this case to the circuit court for an expedited hearing on Appellant’s motion to stay and determination of any appeal bond.”

On May 21, 2025 before this Court, Respondent appeared with counsel, Morgan R. Dunn. Appellant also appeared for the hearing, pro se.

After hearing from Respondent’s counsel and Appellant, pursuant to South Carolina Code § 27-40-790(b), I find the following:

1. Appellant shall pay Respondent an appeal bond in the amount of \$13,578.95, payable via certified funds, to Respondent by or before May 31, 2025 with a grace period of five (5) days; and
2. Appellant is obligated to pay rent in the amount of \$1,732.00 per month, due on the first (1st) day of each month with a grace period of five (5) days, beginning June 1, 2025 and continuing thereafter each month during the pendency of the appeal notwithstanding the end of the Lease term as the Lease will renew month-to-month pursuant to the South Carolina Residential Landlord and Tenant Act.
3. If Appellant shall fail to comply with these terms of appeal bond, this Court shall dismiss the appeal(s) of Appellant and facilitate issuance of a warrant of ejectment so Respondent shall be placed in full possession of the premises for which the eviction has been sought.

IT IS SO ORDERED.