

The South Carolina Court of Appeals

Ex Parte: Laura Bowen, Appellant,

In re:

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Respondent,

v.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.

Appellate Case No. 2025-002267

ORDER


On November 11, 2025, Appellant filed a notice of appeal from a master-in-equity's order denying a motion to declare a judgment void for lack of subject matter jurisdiction and material misrepresentation of fact pursuant to Rule

60(b)(4) of the South Carolina Rules of Civil Procedure.¹ See Rule 60(b)(4), SCRCPP ("On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding [when] the judgment is void."); Rule 60(b), SCRCPP ("A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation."). On November 14, 2025, Appellant filed an "emergency motion to stay pending appeal." Specifically, Appellant moved this court for "an emergency order staying enforcement of the judgment and any foreclosure sale, eviction, or transfer of the subject property . . . in order to prevent irreparable harm and preserve the status quo while this appeal is pending." According to the notice of sale provided by Appellant, the property is to be sold on December 1, 2025, at 12:00 p.m., or on another date approved by the court. No return was filed.

After careful consideration, we deny Appellant's motion to stay. See *C-Sculptures, LLC, No. 3 v. Brown*, 393 S.C. 27, 31, 709 S.E.2d 705, 707 (Ct. App. 2011) (explaining "the execution of a judgment is not generally stayed by the denial of a Rule 60(b) motion because the denial of such a motion grants 'no relief' to the movant so that there is nothing to stay"); Rule 241(b)(4), SCACR (providing that a judgment directing the sale or delivery of possession of real property is 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

¹ The master-in-equity also denied Appellant's request to cancel the sale of the property. However, the master-in-equity postponed the sale in order to give Respondent an opportunity to respond and for the motion to be heard. After denying Appellant's Rule 60(b) motion, the master-in-equity ordered the property to be sold "at the December[] 2025 sales day."

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; and in case the land shall be unimproved land, then in any action or proceedings now pending or hereafter begun in any of the courts of this State the undertaking shall further provide for the payment by appellant, if the judgment be affirmed, of any taxes due at the time of the appeal or already paid by the mortgagee, or becoming due during the pendency of the appeal, and also for the payment by appellant of the interest on the debt falling due during the pendency of such appeal.").



J.

FOR THE COURT

Columbia, South Carolina

cc:

Laura Bowen

Heidi B. Carey, Esquire

T. Lowndes Pope, Esquire

Jamie Anna Weller, Esquire

FILED
Nov 21 2025