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**Dec 12 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge  
Charles B. Simmons, Jr., Master in Equity Judge

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Case No. 2024-002207

Wells Fargo Bank, N. A. Plaintiff – Respondent

v.

Michelle Hodges, Individually and as Personal Representative  
of the Estate of Ruth Ladson Witherspoon; Stanley Witherspoon;  
SC Housing Corp.; and Twin Creeks Homeowners Association,  
Inc. Defendants,

Of Whom Michelle Hodges, in her Individual capacity,  
is the Appellant.

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**EMERGENCY MOTION FOR A STAY  
PENDING APPEAL OF CASE NO. 2024-002207**

## MOTION FOR STAY PENDING APPELLATE REVIEW

Movant, Michelle Hodges, respectfully moves this Honorable Court for a stay of the circuit court's final order and, in support thereof, shows as follows:

### **I. Background**

[Concise factual background as previously drafted: movant's ownership under Special Warranty Deed, circuit court rulings, and prior emergency motion context.]

### **II. Procedural Posture**

The circuit court has not ruled on all issues raised, leaving the movant exposed to imminent and irreparable harm. On October 6, the circuit court entered an order that was temporary only, restricting the movant from filing motions in the lower court. This order is provided for context regarding the timing of the emergency motion and does not diminish the movant's right to seek relief before this Honorable Court.

### **III. Grounds for Relief**

#### **A. Likelihood of Success on the Merits**

##### **1. Conclusion of Law No. 1 – Jurisdiction:**

The circuit court held it had jurisdiction over the parties based on service. This is an error in law because personal jurisdiction is determined under a two-prong test considering minimum contacts and fair play. See *Shaffer v. Heitner*, 433 U.S. 186 (1977), and South Carolina jurisprudence.

##### **2. Conclusion of Law No. 2 – Purchase-Money Lien:**

The court held that the plaintiff holds a purchase-money first lien. This is an error in law. Exhibits: [list exhibits]. This ruling prejudices the movant's rights by preventing her from taking the property free and clear of any encumbrances. Under South Carolina law, the lien attaches only to the signing borrowers' interest. See *Chase Home Finance v. Richardson*, [citation], and S.C. Code §27-7-40 [to be filled in].

### 3. Conclusion of Law No. 3 – Foreclosure Rights:

The court held that the plaintiff was not entitled to foreclosure and sale based on the terms and conditions. This is an error in law because Wells Fargo breached the terms and conditions of the note and mortgage. Exhibits: [list exhibits]. Under South Carolina law, a party who prevents or hinders performance of a contract cannot take advantage of nonperformance. See *Alandale Furniture Co. v. Carolina Commercial Bank*, 284 S.C. 766, 327 S.E.2d 530 (1995). This ruling further prejudices the movant's rights as the remaining joint tenant under the Special Warranty Deed.

#### **B. Irreparable Harm**

Irreparable harm will occur if the stay is not granted because the final order remains in full force and effect, and the plaintiff may proceed with foreclosure. The movant is the sole resident of the property at all times. South Carolina courts have recognized that losing one's primary residence constitutes a unique and irreparable harm not compensable by money damages. See *East Tower Village v. Dodson*, 323 S.C. 924, 476 S.E.2d 453 (Ct. App. 1996).

#### **C. No Adequate Remedy at Law**

No adequate remedy at law exists because monetary damages cannot fully compensate for the loss of procedural protections or property interests. The unique nature of the harm in this case warrants the Court's intervention to preserve the movant's rights. See *East Tower Village v. Dodson*, 323 S.C. 924, 476 S.E.2d 453 (Ct. App. 1996).

#### **D. Balance of Harms and Public Interest**

There is no harm to Wells Fargo beyond a mere delay in receiving payment. In contrast, the movant stands to lose her only residence, where she has lived for over 13 years. See Exhibit F. In *Nken v. Holder*, 556 U.S. 418 (2009), the Supreme Court held that the balance of equities and the public interest tip strongly in favor of individuals seeking to remain in their homes pending judicial review.

#### **E. Bond Waiver**

The movant respectfully requests that the Court waive any bond requirement. The Court has discretion to grant such a waiver, and good cause exists. Imposing a bond would effectively deprive the movant of meaningful appellate review. The movant is a person of limited means, earning \$2,132 per month, and is prepared to provide proof if the Court deems necessary.

Additionally, due to defending this action and other obligations, the movant faces financial hardship, as evidenced by her recent bankruptcy filings and proof of claim filed with the IRS in

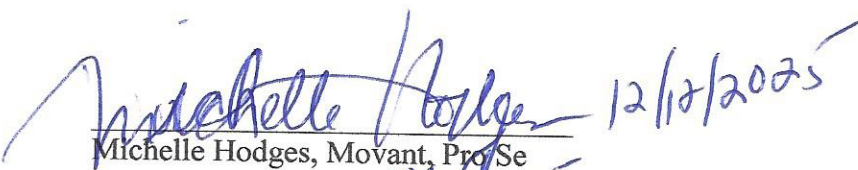
the amount of \$18,906 (Exhibit [insert]). Requiring a bond under these circumstances would create an economic barrier to justice. South Carolina courts recognize that a bond may be waived where financial hardship would otherwise deny access to appellate review. See *Montgomery v. Montgomery*, 297 S.C. 289, 376 S.E.2d 323 (Ct. App. 1989).

### CONCLUSION / PRAYER FOR RELIEF

The movant respectfully restates and reiterates the foregoing and requests that this Honorable Court grant the relief outlined above, including:

1. Issuing a temporary order prohibiting any foreclosure-related activity, including advertising, scheduling, or conducting a sale of the subject property, pending this Court's ruling on the present motion;
2. Staying enforcement of the order of foreclosure and sale entered on December 12, 2024, pending resolution of Appellate Case Number 2024-002207 currently pending in this Honorable Court;
3. Waiving the requirement of a supersedeas bond in light of:
  - i. The absence of any valid lien on the subject property;
  - ii. The movant's limited financial means, such that imposition of a bond would effectively bar meaningful appellate review; and
  - iii. The irreparable harm documented herein; and
4. Granting such other and further relief as this Court deems just and proper.

Respectfully submitted,

  
Michelle Hodges, Movant, Pro Se  
6 Young Harris Dr. 12/12/25  
Simpsonville, SC 29681 mt  
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is the Appellant.

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PROOF  
OF SERVICE

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PROOF OF SERVICE

I hereby certify that on Decembe 12, 2025, I served a copy of the following documents:

1. Motion for a Stay pending Appeal
2. Proposed Order
3. Courtesy copy of the Motion to Vacate (emailed to Judge Simmons chambers and served on opposing counsel).

The documents listed above were served, via U.S. First Class Mail with the correct prepaid postage, on opposing counsel, as shown below:

**WELLS FARGO'S COUNSEL OF RECORD:**

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Respectfully submitted,



December 12, 2025  
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