

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr.
Master in Equity

Appellate Case No. 2024-002207
Circuit Court Case No. 2017-CP-23-08016

Wells Fargo Bank, N.A., Respondent,

v.

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

of which Michelle Hodges, Individually Appellant.

RETURN TO MOTION FOR A STAY PENDING APPEAL

Respondent Wells Fargo Bank, N.A. opposes Appellant’s “Emergency Motion for a Stay.”
The Motion should be denied because Appellant has not complied with South Carolina law and
offers no extraordinary circumstances to justify relief.

On December 12, 2024, the Master in Equity entered an Order of Judgment of Foreclosure
and Sale (the “Foreclosure Judgment”), finding the loan in default since May 1, 2017, and
determining the total debt to be \$213,656.01. Since the entry of the Foreclosure Judgment,
Appellant has engaged in repeated efforts to postpone the sale of the property. She filed this appeal
(and another that was dismissed). She also filed two bankruptcy cases, both of which have been
dismissed. This Motion is simply the latest attempt to delay the foreclosure.

Under Rule 241(a), SCACR, filing a notice of appeal generally stays enforcement of a judgment. However, Rule 241(b)(4) expressly excludes judgments directing the sale or delivery of real property. Foreclosure judgments fall squarely within that exception. South Carolina law does provide a procedure for staying foreclosure sales. S.C. Code Ann. §18-9-170. This procedure requires a written undertaking with two sureties. The purpose of this undertaking is clear: “The manifest object of the undertaking required for the purpose of staying a sale pending an appeal is to protect the respondent, as far as practicable, from any damage which may ensue from the delay caused by the appeal, in enforcing his claim.” *Gerald v. Gerald*, 30 S.C. 348, 9 S.E. 274, 275 (1889).

Rule 241(c)(2), SCACR directs courts to consider whether a stay is necessary to preserve jurisdiction or prevent a contested issue from becoming moot. Neither factor applies in this case. A foreclosure sale does not moot an appeal. See *Wachesaw Plantation E. Cmty. Servs. Ass’n, Inc. v. Alexander*, 414 S.C. 355, 360, 778 S.E.2d 898, 901 (2015) (holding issuance of foreclosure deed does not moot appeal). Nor would a sale prevent resolution of any contested issue.

Importantly, the Master in Equity already denied Appellant’s request to waive the requirement found in S.C. Code Ann. § 18-9-170, finding her proposed “surety” was “not recognizable under South Carolina law.” See Form 4 Order dated December 27, 2024 (Exhibit A). While this Court retains discretion to grant a stay in extraordinary circumstances, that discretion should be exercised sparingly. Under the circumstances of this case, if this Court were inclined to issue stay, the facts of this case dictate it should be conditioned on the filing of a bond in the amount of no less than \$213,656.01. Anything less would reward Appellant’s delay tactics and undermine well established South Carolina law.

(Signature on Following Page)

WOMBLE BOND DICKINSON (US) LLP

By: /s/ S. Sterling Laney, III
S. Sterling Laney, III
Jason D. Wyman
550 South Main Street, Suite 400
Greenville, South Carolina 29601
(864) 255-5400

Attorneys for Respondent Wells Fargo Bank, N.A.

December 18, 2025

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SC Court of Appeals

PROOF OF SERVICE

I, the undersigned Attorney of the law offices of Womble Bond Dickinson (US) LLP, attorneys for Appellant, do hereby certify that I have served all parties to this appeal with a copy of the pleading(s) specified below via email at the address(es) below:

Pleading: Return to Motion to Stay Appeal

Parties Served: Michelle Hodges (michellehodges938@gmail.com)
Pro se Appellant

By: /s/ S. Sterling Laney, III
Attorneys for Respondent Wells Fargo Bank, N.A.

December 18, 2025