

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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Jan 21 2026

SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

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

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.

PETITION FOR REHEARING OF
EMERGENCY STAY AND BOND WAIVER

Comes now the Petitioner, Michelle Hodges, pursuant to Rule 221, of the South Carolina Appellate Court Rules, and respectfully requests this Honorable Court to rehear and reconsider its Order of January 7, 2026, denying her request for an emergency stay of foreclosure and waiver of bond.

1. Relief Initially Requested

The Petitioner requested an emergency stay of the Foreclosure and Sale Order issued December 12, 2024, and a waiver of any bond under Section of 18-9-170 of the S. C. Code in the Circuit Court, which was denied on September 15, 2025. This denial triggered the Petitioner's ability to seek review of the Circuit Court's ruling under the abuse of discretion standard, and to request the same relief from the South Carolina Court of Appeals.

2. Misapprehension of relief requested

a. Bond treated as Mandatory and offered Evidence Ignored

While the Petitioner's request for a waiver of the bond presupposes non compliance with Section 18-9-170 of the S. C. Code, the Court reframed the relief requested instead of analyzing the Petitioner's request for an emergency stay and bond waiver on the merits and taking into consideration irreparable harm, the Petitioner's offer of proof of her stated income of \$2,100.00 per month and her IRS Debt of 18,907.00. The Court focused solely on whether the Petitioner complied with Section 18-9-170. of the S. C. Code and treated the bond as mandatory instead of discretionary, as established under *Montgomery v. Montgomery*, 297 S.C. 289, 376 S.E.2d 323 (Ct. App. 1989).

b. Misapplication of Law and Due Process Concerns

This reflects a misapprehension of the relief requested and a misapplication of law of the type addressed by Rule 221, of the South Carolina Rules of Appellate Procedure and raises due process concerns.

c. Conditional Motion and Opportunity to Respond

Further, this Court allowed the conditional motion but did not give Wells Fargo an opportunity to respond, .

3. Factual Basis Supporting Stay and Bond Waiver

a. Property Value

As this Court noted Wells Fargo claims a debt of \$213,656.01. Disinterested third-party sources provide the following estimated values of the subject property: Zillow estimates the property's value at \$330,900.00 (See Exhibit "A"), and Keller Williams reports an average sales price in the Twin Creeks subdivision of \$362,000.00 (See Exhibit "B"). These facts are relevant to the Court's consideration of an emergency stay, waiver of any bond and issues relating to potential property waste.

b. Property Ownership and Imminent Foreclosure

The subject property is held in joint tenancy with the right of survivorship. The foreclosure proceeding did not account for this ownership interest. The Final Order of the Circuit Court, issued on December 12, 2024, states that the Circuit Court reviewed the Special Warranty Deed and concluded that the subject property was not held in joint tenancy; however, the Order does state that the Special Warranty Deed was reviewed as a whole. Nor does the Order identify which of the four unities was lacking; or otherwise explain the basis for that determination.

c. Affidavit and Documentation Submitted or Referenced in support of

Bond Waiver, and Stay concerning Imminent danger to the Petitioner

To assist the Court in its determination the Petitioner referenced or submitted the following documents:

1. Exhibit "A" - Zillow estimated value of the subject property of \$330,900.00
2. Exhibit "B" - Keller Williams average value in the Twin Creeks Subdivision of \$362,000.00
3. Exhibit "C" - Final Order of Foreclosure and Sale, issued December 12, 2024;
4. Exhibit "D" - Circuit Court's denial of Petitioner's Emergency Stay request, issued September 15, 2025;
5. Exhibit "E" - DMV record stating Petitioner's address for over 10 years;
6. Exhibit "F" - Affidavit stating Petitioner's monthly income of \$2100.00
7. Exhibit "G" - IRS Proof of Claim stating a debt of 18,000.00
8. Exhibit "H" - Death Certificate of Mrs. Witherspoon, the original borrower.
9. Exhibit "I" - Order of the Court of Appeals dated January 7, 2026, denying emergency stay and bond waiver

d. Final Order Does Not establish Wells Fargo's Holding of the Note and Mortgage at the time of Complaint Filing

The Circuit Court's final Order does not reference evidence in the record, nor any witness testimony establishing that Wells Fargo held both the note and mortgage at the time the foreclosure complaint was filed. This gap of uncertainty is relevant to the Petitioner's request for a stay.

e. Enforcement Posture-Pending Appeal

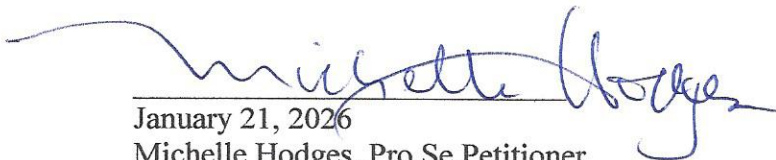
The record reflects that enforcement activity has been paused by Wells Fargo's own motion/order to remove the foreclosure from docket filed on March 24, 2025. Since the record reflects that Wells Fargo has imposed its own pause of enforcement and has not prosecuted the foreclosure

for nearly a year, it does not appear that the Court's issuance of a stay would prejudice Wells Fargo. This is provided for context and is relevant to the Court's determination regarding the relief requested.

4. Request for Relief

For the foregoing reasons, the Petitioner respectfully requests that the Court reconsider its ruling on the Stay request and bond waiver; grant a temporary stay and a stay pending appeal of the foreclosure proceedings; and grant the waiver of any bond as previously requested.

Respectfully submitted,

A handwritten signature in blue ink that reads "Michelle Hodges". The signature is written in a cursive style and is positioned above a horizontal line.

January 21, 2026

Michelle Hodges, Pro Se Petitioner

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

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OF SERVICE

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I hereby certify that on January 21, 2026, I served the the following document:

1. Copy of Petitioner for Rehearing

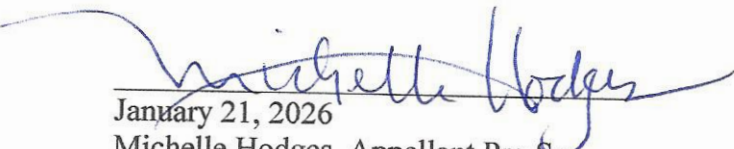
The above Petitioner was served, via U.S. First Class Mail with the correct prepaid postage, on opposing counsel, as shown below:

WELLS FARGO'S COUNSEL OF RECORD:

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Respectfully,


January 21, 2026
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