

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Deutsche Bank Trust Company Americas,
as Trustee for Residential Accredit Loans,
Inc., Mortgage Asset-Backed Pass-
Through Certificates, Series 2006-QS10,
Plaintiff,

v.

Sophia V. Brown a/k/a Sophia Victoria
Brown; Rosetta S. Bethea; Conway
Hospital Inc., d/b/a Conway Medical
Center; North Mill Equipment Finance
LLC; Republic Finance LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2024-CP-26-07321

ORDER IMPOSING APPEAL BOND AND
APPROVING STAY

RECEIVED

Apr 30 2026

SC Court of Appeals

This matter came before the Court on April 23, 2026, on Defendant’s Motion for Stay of proceedings (“Motion”). Present at the hearing were: Plaintiff’s attorney Chad W. Burgess and Defendant Sophia v. Brown a/k/a Sophia Victoria Brown, a self-represented litigant. After careful review of the pleadings and subsequent filings made in this action, any memoranda, arguments, and testimony presented by the parties, the applicable rules of civil procedure and case law concerning those rules, I find and conclude that the foreclosure sale should be stayed with Defendant Sophia V. Brown a/k/a Sophia Victoria Brown being required to post said bond with two sureties in order to impose the stay pending the appeal. Absent the posting of a bond, the matter will be sold at foreclosure sale on June 1, 2026, as is more fully discussed below.

PROCEDEURAL HISTORY

This is a residential mortgage foreclosure action regarding property located in Horry County, South Carolina. The Plaintiff’s action was filed on October 24, 2024. The matter was referred to the undersigned as Master in Equity for Horry County by an Order of Reference filed November 5, 2024. An Order of Foreclosure in favor of the Plaintiff was entered on March 17, 2026. Defendant appealed the foreclosure judgment on April 14, 2026. Defendant has requested

a stay of the foreclosure sale.

JURISDICTION

Pursuant to Rule 241, SCACR, this Court retains jurisdiction after the filing of an appeal to consider whether a supersedeas bond is necessary to preserve jurisdiction of the appeal and has the full discretion to establish the conditions of any supersedeas bond that is imposed upon the appellant. Further, the matter was remanded to the undersigned by the South Carolina Court of Appeals to address the Defendant's request for a stay by an order entered April 21, 2026.

LEGAL STANARD

Rule 241, SCACR establishes that the filing of a notice of appeal in foreclosure case does not automatically stay the relief ordered in the form of a judicial sale. A party that wishes to stay the foreclosure sale must move for an order imposing a supersedeas of matters decided in the order on appeal after service of the notice of appeal. SCACR, Rule 241(c)(1). In determining whether an order imposing supersedeas should be issued, the court should consider "whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot." SCACR, Rule 241(c)(2). In the event a court issues an order imposing supersedeas, the order may be conditioned upon such terms, "including but not limited to the filing of a bond or undertaking," as the Court may deem appropriate. SCACR, Rule 41(c)(3). S.C. Code Ann. §18-9-170 explicitly outlines the bond or undertaking required to obtain a stay of a judgment directing the sale of land to satisfy a mortgage. *Muckenfuss v. Fishburne*, 68 S.C. 41, 46 S.E. 537, 538 (1903). This Section states that an execution of a judgment directing the sale of real property shall not be stayed unless the following requirements are met:

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. S.C. Code Ann §18-9-170.

This section goes on to establish specific additional criteria in the event the judgment directs the sale of land to satisfy a mortgage on the property:

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 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. *Id.*

These requirements can be summarized as follows:

- a. Written undertaking with two sureties;
- b. Witten and undertaking to address the following potential damages to respondent:
 - i. Any waste to the property during the pendency of the appeal; and
 - ii. Value of use and ownership of property, including rental value during the pendency of the appeal.

Thus, in order to stay the judicial sale, a Defendant must comply with the requirements of both Rule 241, SCAR and S.C. Code Ann. §18-9-170 regarding posting an undertaking prior to the date of the foreclosure sale.

ANALYSIS

Rule 241(C)(2), SCACR states that a judge should only issue an order imposing supersedeas when such order is “necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” Here, it is clear the imposition of a supersedeas bond on Defendant is necessary to preserve the jurisdiction of Defendant’s appeal. Thus, the court must now determine the requirements of the supersedeas.

In addition to the South Carolina case law and the requirements of §18-9-170, Rule 241(c)(3), SCACR grants the court discretion to determine the conditions of the supersedeas.

Therefore, the following conditions should be required terms of the supersedeas bond:

1. TIME IS OF THE ESSENCE for all obligations placed on Defendant outlined in this order. Defendant's failure to timely comply with any requirement herein should immediately render the supersedeas lifted, and the Court should sell the subject property at the next available judicial sales date in Horry County.
2. Terms and Amount of Supersedeas Bond Pursuant to S.C. Code Ann. §18-9-170. In addition to the requirements outlined above, S.C. Code Ann. §18-9-170 establishes that a monetary bond may be required to stay the execution of a judgment directing the sale of real property and outlines the requirements for calculating the amount of the bond. First, this section establishes that the bond must be a written execution with two sureties. S.C. Code Ann. §18-9-170. Second, the bond must provide that during the time the appellants continue to possess the property they will not commit or suffer to be committed any waste to the property and if the judgment is affirmed they will pay the value of the use and occupation of the property from the time of the undertaking until the delivery of possession pursuant to the judgment. *Id.* Finally, the bond must provide that in the event the judgment is affirmed and the property is sold for less than the judgment debt and costs, appellant should pay for any waste committed or suffered to be committed on the land plus a reasonable rental value for the use and occupation of the land from the time of the undertaking until the time of the foreclosure sale. *Id.* The amount of the debt established in the foreclosure order is \$152,503.32.
3. Right to Inspect. According to the terms of the mortgage and also according to Rule 34, Plaintiff should have the right to immediately and thoroughly inspect the entire premises in order to establish a baseline for the occurrence of any future waste. Plaintiff should maintain their right to inspect throughout the appeal process.
4. Defendant should enter into an undertaking in an amount of the judgment amount (\$181,483.32) plus anticipated interest for a period of thirty-six (36) months and rental value equivalent to thirty-six (36) months of the original monthly mortgage payment of \$805.00, together with tax and insurance payments for an anticipated thirty-six (36) months, which the court rules to be a reasonable market rental value. The total amount of the undertaking should be established as \$201,125.44. Said undertaking should be payable to Plaintiff in the event Plaintiff's judgment is affirmed on appeal ("Bond"). Upon remittitur and after the judicial sale of the Subject Property, if a deficiency exists the obligor under the Bond shall pay over to Plaintiff the proceeds of the Bond in cash, but only up to the amount of any deficiency entered for the failure of the sale proceeds to cover the full judgment debt.
5. This Bond must be secured by two sureties, which are surety companies authorized to do business in the State of South Carolina. *See* S.C. Code Ann. §38-1-20(13), (22), (25), & (37). This court will not accept sureties signed by the Defendant in this action.
6. In the event Plaintiff's judgment is reversed on appeal, the Bond shall be restored,

and all obligations of the sureties shall be cancelled.

7. Timing – The Bond should be fully obtained and posted with the Horry County Clerk of Court **by 5:00 PM on May 7, 2026. Absent said bond being fully obtained, the foreclosure sale should be conducted on June 1, 2026.**
8. Any failure by Defendant, no matter how slight, to fully and completely comply with each and every provision set by this Court should have “drop dead” consequences. Failure to timely comply with any terms of the Bond as outlined above should result in Defendant being deemed to have waived their right to the stay of the June 1, 2026 judicial sale. Furthermore, any failure to timely comply should immediately render the stay lifted, and the Court should proceed to sell the Subject Property at June 1, 2026 judicial sale or any available judicial sales date in Horry County thereafter.

IT IS THEREFORE ORDERED:

1. That the judicial sale of the Subject Property will be stayed upon Defendant’s compliance with the following terms:
 - A. TIME IS OF THE ESSENCE for all obligations placed on Defendant outlined in this order. Defendant’s failure to timely comply with any requirement herein shall immediately render the supersedeas lifted, and the Court should sell the subject property at the next available judicial sales date in Horry County.
 - B. Terms and Amount of Supersedeas Bond Pursuant to S.C. Code Ann. §18-9-170. In addition to the requirements outlined above, S.C. Code Ann. §18-9-170 establishes that a monetary bond may be required to stay the execution of a judgment directing the sale of real property and outlines the requirements for calculating the amount of the bond. First, this section establishes that the bond must be a written execution with two sureties. S.C. Code Ann. §18-9-170. Second, the bond must provide that during the time the appellants continue to possess the property they will not commit or suffer to be committed any waste to the property and if the judgment is affirmed they will pay the value of the use and occupation of the property from the time of the undertaking until the delivery of possession pursuant to the judgment. *Id.* Finally, the bond must provide that in the event the judgment is affirmed and the property is sold for less than the judgment debt and costs, appellant should pay for any waste committed or suffered to be committed on the land plus a reasonable rental value for the use and occupation of the land from the time of the undertaking until the time of the foreclosure sale. *Id.*
 - C. Right to Inspect. According to the terms of the mortgage and also according to Rule 34, Plaintiff shall have the right to immediately and thoroughly inspect the entire premises in order to establish a baseline for the occurrence of any future waste.

Plaintiff shall maintain their right to inspect throughout the appeal process.

- D. Defendant shall enter into an undertaking in an amount of the judgment amount (\$181,483.32) plus anticipated interest for a period of thirty-six (36) months and rental value equivalent to thirty-six (36) months of the original monthly mortgage payment of \$805.00, together with tax and insurance payments for an anticipate thirty-six (36) months, which the court rules to be a reasonable market rental value. The total amount of the undertaking should be established as **\$201,125.44**. Said undertaking shall be payable to Plaintiff in the event Plaintiff's judgment is affirmed on appeal ("Bond"). Upon remittitur and after the judicial sale of the Subject Property, if a deficiency exists the obligor under the Bond shall pay over to Plaintiff the proceeds of the Bond in cash, but only up to the amount of any deficiency entered for the failure of the sale proceeds to cover the full judgment debt.
- E. This Bond must be secured by two sureties, which are surety companies authorized to do business in the State of South Carolina. *See* S.C. Code Ann. §38-1-20(13), (22), (25), & (37). This court will not accept sureties signed by the Defendant in this action.
- F. In the event Plaintiff's judgment is reversed on appeal, the Bond shall be restored, and all obligations of the sureties shall be cancelled.
- G. Timing – The Bond must be fully obtained and posted with the Horry County Clerk of Court **by 5:00 PM on May 7, 2026. Absent said bond being fully obtained, the foreclosure sale will be conducted on June 1, 2026.**
- H. Any failure by Defendant, no matter how slight, to fully and completely comply with each and every provision in this order will have "drop dead" consequences. Failure to timely comply with any terms of the Bond as outlined above will result in Defendant being deemed to have waived their right to the stay of the June 1, 2026 judicial sale. Furthermore, any failure to timely comply shall immediately render the stay lifted, and Plaintiff shall proceed to sell the Subject Property at the June 1, 2026 judicial sale or any available judicial sales date in Horry County thereafter.

IT IS SO ORDERED.

[JUDGE'S SIGNATURE PAGE TO FOLLOW]