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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Alan D. Clemmons, Master in Equity

Appellate Case No. 2026-001570

Shaftesbury Green Property Owners Association, Inc.,……. Respondent,
v.
Cedric Javus Browne, Michelle Eblen, Nationstar Mortgage, LLC, American Express National Bank, Bank of America NA, TD Bank USA, N.A., and Portfolio Recovery Associates, LLC, Defendants.
of which Cedric Javus Browne is the…… Appellant.

RETURN TO WRIT OF SUPERSEDEAS

On January 21, 2025 the Respondent, Shaftesbury Green Property Owners Association, Inc ("the Association") filed an Assessment foreclosure action against property owners Michelle Eblen ("Eblen") and Appellant Cederic Javus Browne ("Browne") for the non-payment of homeowner's assessments since 2021. After personal service was unable to be achieved and subsequently being served by publication, Eblen and Browne were found in default for failing to answer the Complaint. On April 8, 2026 a hearing was held before the Honorable Alan D. Clemmons, Master in Equity. The Defendant Browne attended the hearing, was permitted to cross-examine the Association's witnesses on all matters and was permitted to offer testimony and evidence. The Defendant Eblen did not appear.

On April 22, 2026, Judge Clemmons filed a Master's Report and Order of Foreclosure Sale wherein he ruled that Eblen and Browne owed the Association Ten Thousand Twenty-Six and 58/100 ($10,026.58) Dollars in past due assessments, fees and costs and ordered the property of Browne to be sold at foreclosure sale if the debt was not paid prior to the Master's Sale. Browne filed a Motion to Alter or Amend, a Motion to Stay of May 14, 2026 and a second Motion to Stay of June 11, 2026, all of which were denied by an Order filed June 29, 2026. A sales date of August 3rd, 2026 had been set, but has now been delayed until September 8, 2026. A Notice of Appeal was filed by Browne with the Horry County Clerk of Court on July 14, 2026 and an Emergency Petition for Writ of Supersedeas was filed with the Court of Appeals on July 16, 2026. To date, no assessments have been paid to the Association since prior to 2021.

ARGUEMENTS

The Emergency Writ by Browne should be denied as he has not met the statutory requirements of posting a written undertaking. Under South Carolina law, when a judgment directs the sale of real property to satisfy a mortgage, a notice of appeal alone does not stay the foreclosure sale. S.C. Code Ann. § 18-9-170 provides that if the judgment appealed from directs the sale of real property to satisfy a mortgage or other lien, 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 a reasonable rental value for the use and occupation of the land from the time of the undertaking to the time of the sale.

The South Carolina Supreme Court confirmed in Carsten v. Wilson, 241 S.C. 516, 129 S.E.2d 431, 434 (1963) that where there is a decree ordering property to be sold to satisfy a mortgage, a notice of appeal from such decree does not stay the sale unless an undertaking is given by the appellant as required by § 18-9-170, and that if the appellant desired to stay the sale of the mortgaged premises, it was his duty to give a bond in conformity with that statute . Further, the South Carolina Supreme Court in Ex parte Andrews, 152 S.C., 150 S.E.313 (1929) stated that applications to the Supreme Court to stay proceedings under foreclosure decrees appealed from will be refused, with the proper relief being to file the statutory undertaking .

South Carolina Appellate Court Rule 241 governs the procedure for obtaining a writ of supersedeas in civil actions. A person seeking an order granting a writ of supersedeas must file a written petition verified by the client, captioned the same as the appeal, and must contemporaneously file a certified copy of the order, judgment, decree, or decision of the lower court and a copy of the notice of appeal with its proof of service . The lower court retains jurisdiction to entertain petitions for writs of supersedeas as provided by Rule 241 even after the notice of appeal is served. SCACR, Rule 205 confirms that upon service of the notice of appeal, the lower court retains jurisdiction to entertain petitions for writs of supersedeas as provided by Rule 241, SCACR.

In summary, to successfully obtain an emergency writ of supersedeas stopping a pending foreclosure sale in South Carolina, the appellant must execute the statutory written undertaking with two sureties under § 18-9-170, file a verified petition under SCACR Rule 241 with the required supporting documents, and — if seeking to reduce or waive the bond — demonstrate irreparable harm, a likelihood of success on the merits of the appeal, and the absence of an adequate remedy at law. It is uncontested that Browne was granted full opportunity to be heard at a hearing on the merits by Judge Clemmons, yet he provided no evidence of paying any homeowners assessment in five years, so clearly none of the requirements needed to waive a bond have been met and therefore, Browne's Emergency Writ of Supersedeas should be denied.

July 21, 2026

s/ Mark Nappier
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3575 Highway 17 Business
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Telephone: (843) 357-6454
Fax: (843) 651-8127
Attorney for Respondent

Other Party of Record:
Cedric Javus Browne, Appellant
633 Notting Hill Court
Conway, SC 29526

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of which Cedric Javus Browne is the…… Appellant.

PROOF OF SERVICE

I certify that I have served the Respondent's Return to Writ of Supersedeas upon the Appellant, Cedric Javus Browne by depositing a copy of it in the United States Mail, postage prepaid, on July 21, 2026, addressed to the Appellant at his address of record, 633 Notting Hill Court, Conway, South Carolina 29526 and by electronic mail to Appellant's designated email address of plainjane9955@gmail.com.

July 21, 2026

s/ Mark Nappier
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July 21, 2026

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SC Court of Appeals

Via E-Filing Only

The South Carolina Court of Appeals
Attn: Jenny Abbott Kitchings, Clerk of Court
P.O. Box 11629
Columbia, SC 29211

Re: Shaftesbury Green Property Owners Association, Inc. v. Cedric Javus Browne
Appellate Case no. 2026-001570
Our File No. 26679.003

Dear Ms. Kitchings:

Attached hereto please find Respondent's Return to Writ of Supersedeas together with a Proof of Service that I am submitting to you for filing. Kindly return clocked copies of the same for my file.

Thank you and should you have any questions or concerns, please do not hesitate to contact me. With kind regards, I am

Sincerely Yours,

Mark A. Nappier

/mmv