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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Michael M. Jordan, Sumter County Master-in-Equity

Case No. 2024-CP-43-00300
Ct. App. No. 2026-001648

Christopher J. Rogers,..... Appellant,

v.

SAFE Federal Credit Union, ... Respondent.

RETURN TO APPELLANT'S PETITION FOR SUPERSEDEAS

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s/ Kyle A. Brannon
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INTRODUCTION

Pursuant to Rules 240 and 241, SCACR, Respondent SAFE Federal Credit Union ("SAFE") files its Return ("Return") to the Petition for Supersedeas ("Petition") filed by Appellant Christopher J. Rogers ("Rogers") on August 5, 2026. In the Petition, Rogers requests the Court stay the trial court's Order and Judgment of Foreclosure and Sale ("Foreclosure Order") and Notice of Sale entered by the trial court on July 23, 2026, whereby the trial court, *inter alia*, ordered that Rogers' residence be sold via foreclosure sale at the Sumter County Judicial Center on September 8, 2026, at 12:00 noon. For the reasons stated herein, SAFE requests the Court deny Rogers' Petition.

STATEMENT OF THE CASE

1. On February 12, 2024, Rogers filed a Summons and Complaint in the Office of the Clerk of Court for Sumter County, asserting various causes of action and seeking damages against SAFE in the amount of $10,899,500 ("Claims"). On April 19, 2024, SAFE filed its Amended Answer and Counterclaim, wherein SAFE asserted a counterclaim to foreclose its mortgage lien on the property owned by Rogers located at 20 Doe Court, Wedgefield, SC 29168 ("Mortgaged Premises") and sought a deficiency judgment against Rogers.

2. On August 20, 2024, Rogers filed his Notice of Voluntary Dismissal Without Prejudice, whereby Rogers dismissed all of his Claims against SAFE.

3. On September 9, 2024, Rogers filed suit against SAFE in the U.S. District Court for the District of South Carolina under Case No. 3:24-cv-04897-MGL. SAFE moved to dismiss Rogers' causes of action, and the presiding U.S. Magistrate Judge granted SAFE's motion through a Report and Recommendation entered on October 30, 2024. On September 9, 2025, the presiding U.S. District Court Judge entered an Order adopting the Magistrate's Report and Recommendation, thus formally dismissing all of Rogers' federal court claims against SAFE.

4. On September 22, 2025, Rogers appealed the Order dismissing his federal court claims to the Fourth Circuit Court of Appeals ("Fourth Circuit"). The Fourth Circuit affirmed the District Court's dismissal of Rogers' federal court claims by Order entered on December 1, 2025.

5. As the federal court case wrapped up, SAFE sought, and the Court entered, an Order of Reference on September 11, 2025, wherein this matter was referred to the Master-in-Equity for Sumter County.

6. On April 2, 2026, SAFE filed a Notice of Hearing and served it on Rogers. The Notice of Hearing stated that a hearing to determine whether SAFE is entitled to judgment of foreclosure in this action will be held on April 22, 2026.

7. Present at the hearing on April 22, 2026 were Rogers, Kyle A. Brannon, Esq., attorney for SAFE, Annie Self, SAFE's AVP of Member Solutions,

Amanda Pack, SAFE's Member Solutions Manager, and Steven Heinemann, SAFE's SVP of Lending. Rogers testified on his own behalf. Annie Self and Steven Heinemann testified on SAFE's behalf.

8. On July 23, 2026, the trial court entered its Order and Judgment of Foreclosure and Sale ("Foreclosure Order"), whereby the trial court, among other things, (1) established the "Total Debt" due to SAFE in the amount of $442,488.98, as of July 20, 2026, and (2) ordered the Mortgaged Premises be sold at a foreclosure sale to be held on September 8, 2026, at the Sumter County Judicial Center, Sumter, South Carolina.

9. On July 24, 2026, Rogers appealed the Foreclosure Order to the South Carolina Court of Appeals ("Appeal").

10. Also on July 24, 2026, Rogers filed his Motion to Stay Enforcement Pending Appeal with the trial court ("Trial Court Stay Motion"), requesting the trial court stay enforcement of the Foreclosure Order and Notice of Sale pending the outcome of the Appeal.

11. On August 11, 2026, SAFE filed its Response in Opposition to Motion to Stay Enforcement Pending Appeal with the trial court, stating that Rogers has not complied with the bond requirements of S.C. Code Ann. § 18-9-170. The trial court has not yet ruled on the Trial Court Stay Motion.

12. As of the date of this Return, twenty-two (22) days remain until the

scheduled sale of the Mortgaged Premises.

ARGUMENT

I. ROGERS' PETITION SHOULD BE DENIED BECAUSE HE HAS FAILED TO POST THE BOND REQUIRED BY S.C. CODE ANN. § 18-9-170 AND RULE 241(B)(4), SCACR.

As a general rule, an appeal automatically stays the matters in the order absent a statutory exception; however, judgments directing the sale of real property fall within one of the statutory exceptions and are not automatically stayed pending appeal. Rule 241(a) and (b)(4), SCACR. An owner of real property in foreclosure who seeks to stay execution of a judgment directing the sale of property must post a bond as required by S.C. Code Ann. § 18-9-170. *See id.*; *Carsten v. Wilson*, 241 S.C. 516, 522, 129 S.E.2d 431, 435 (1963).

Specifically, Section 18-9-170 provides:

> If the judgment appealed from direct[s] the sale or delivery of possession of real property, 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 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 and which shall be specified in the undertaking. When the judgment directs the sale of land to satisfy a mortgage thereon or other lien, 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.

S.C. Code Ann. § 18-9-170.

Rogers' Petition should be denied because he has neither requested the trial court fix the amount of the bond, nor actually posted any bond to stay the sale of the Mortgaged Premises. *See Carsten*, 241 S.C. at 521–22, 129 S.E.2d at 435 ("If the appellant in this action desired to stay the sale of the mortgaged premises, it was his duty to give a bond in conformity with [applicable law]. Since he did not give such a bond, his appeal from the order of sale in foreclosure did not stay the sale."); *see also Ex Parte Andrews*, 152 S.C. 325, 150 S.E. 313, 314 (1929) (The owner in a foreclosure case must post the statutory bond to avoid judicial sale and may not bypass the statutory requirement through a petition for a stay.).

II. ROGERS' PETITION SHOULD BE DENIED BECAUSE HE HAS FAILED TO FOLLOW THE REQUIRED PROCEDURE UNDER RULE 241(D), SCACR.

Rule 241(d)(1), SCACR, states: "[e]xcept where extraordinary circumstances make it impracticable, an application for an order lifting the automatic stay or for supersedeas must first be made to the lower court …. [A]n unnecessary delay by the lower court or administrative tribunal in ruling on this application shall constitute an extraordinary circumstance." Rule 241(d)(2), SCACR, states that after the lower court has ruled, any party may petition the appellate court for

review of such order.

Rogers filed his Trial Court Stay Motion on July 24, 2026. SAFE filed its response opposing the Trial Court Stay Motion on August 11, 2026. While the trial court has not yet ruled on the Trial Court Stay Motion, there are twenty-two (22) days remaining before the September 8, 2026 sale date of the Mortgaged Premises.

Rogers argues that he is entitled to file the Petition with this Court because the trial court did not rule on his Trial Court Stay Motion within a reasonable time, which he defines as ten working days. There is no support under South Carolina law that the trial court must rule on a stay motion within ten working days. Thus, Rogers has not satisfied his burden of an "unnecessary delay by the lower court." Accordingly, Rogers must wait for a ruling from the trial court on his Trial Court Stay Motion before petitioning this Court for supersedeas. *See* Rule 241(d)(4)(C), SCACR (requiring a petition show "that an application for this relief was made to the lower court or administrative tribunal, and was unjustifiably denied or that the relief granted failed to afford the relief which the petitioner requested.").

Because Rogers cannot establish an "unnecessary delay by the lower court," the Petition must be denied.

III. ROGERS DOES NOT HAVE A SUBSTANTIAL LIKELIHOOD OF SUCCESS ON APPEAL.

Rogers' Petition includes several substantive arguments as to why he has a substantial likelihood of success on the merits. Because Rogers' Petition is deficient

for the above-stated reasons, SAFE has not briefed its responses to each of those arguments herein; however, the record will reflect that: (i) Rogers consented to or did not object to any evidence presented at the hearing, including the original promissory note and SAFE's Affidavit of Attorneys' Fees and Costs; (ii) the Notice of Hearing served on Rogers prior to the hearing gave him notice that it was a hearing to determine whether SAFE is entitled to judgment of foreclosure; (iii) the parties engaged in no discovery (written or otherwise) in this case, and, therefore, no pre-hearing witness lists were requested or provided by either party; and (iv) the trial court considered the third-party affidavit Rogers submitted at the hearing to support his unfounded claim that SAFE sold the loan in question despite the fact that Rogers failed to present the affiant as a witness at the hearing.

Accordingly, neither the transcript of the hearing nor forthcoming Record on Appeal will show that the trial court unjustifiably ruled in SAFE's favor in this matter.

CONCLUSION

For the reasons stated herein, SAFE respectfully requests that the Court deny Rogers' Petition.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully submitted,

s/ Kyle A. Brannon

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PROOF OF SERVICE

I certify that on August 17, 2026, I served the foregoing **Return to Appellant's Petition for Supersedeas** on Appellant, who is not represented by counsel, by depositing copies of the same in the United States Mail, postage prepaid, addressed to Appellant as follows:

Christopher J. Rogers
20 Doe Court
Wedgefield, SC 29168

August 17, 2026
Charleston, South Carolina

s/ Carl H. Petkoff