STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

App. Case No. 2026-001570

Trial Ct. No. 2025-CP-26-00500

Shaftesbury Green Property Owners Association, Inc.,

Respondent,

vs.

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 whom Cedric Javus Browne is the

Appellant.

APPELLANT'S RENEWED EMERGENCY PETITION FOR WRIT OF SUPERSEDEAS AND FOR REVIEW OF SECURITY FIXED ON REMAND

RECEIVED
Aug 21 2026
SC Court of Appeals

TO: THE SOUTH CAROLINA COURT OF APPEALS

Appellant Cedric Javus Browne, appearing pro se, respectfully petitions this Court, on an emergency basis, for a writ of supersedeas and for review of the terms of security announced by the Master-in-Equity in connection with Appellant's Emergency Petition for Stay, on the ground that those terms are not consistent with S.C. Code Ann. § 18-9-170. Appellant files this petition today, before the close of business, so that it is in this Court's hands before the weekend, given the compressed ten (10) day compliance period described in the ruling itself.

STATEMENT OF THE CASE

This is an appeal from the Master's Report and Order of Foreclosure and Sale entered April 21-22, 2026, and the Form 4 Order entered June 29, 2026, denying Appellant's Rule 59(e) and Rule 60(b), SCRCP, motions. Appellant timely served and filed his Notice of Appeal. Appellant's Emergency Petition for Stay was remanded by this Court, by order dated July 22, 2026, to the Master-in-Equity for a hearing at which Appellant would be given the opportunity to be heard.

That hearing was held on August 20, 2026, by WebEx, and was recorded. At the hearing, Appellant argued that S.C. Code Ann. § 18-9-170 caps the security required in a mortgage/lien foreclosure at the amount of the deficiency — here, $10,026.58 per the Master's own Report and Order of Foreclosure and Sale, ¶ 16(g). The Master-in-Equity responded that the Master's Report and Order was "the starting point," and that the deficiency-cap argument did not pertain to that order.

Later that same day, by email sent at 3:26 p.m. from Sheri McAllister, Staff Attorney to the Honorable Alan D. Clemmons, Master-in-Equity, to counsel for Respondent and directly to Appellant, the Court communicated its ruling in writing. That email is reproduced in full as Exhibit A to this petition; its operative terms state:

> *"The sale of the subject property is stayed to allow sufficient time for Defendant to secure a supersedeas bond. Said bond is to be obtained ten (10) days from the date of this Order. Said bond shall include the judgment amount plus anticipated interest (8.75%) for a period of thirty-six (36) months and rental value equivalent to thirty-six (36) months at $2000.00 per month (total amount of $72,000.00) which the court rules to be a reasonable market rental value. Additionally, the bond amount should include annual assessments ($315.00 per year for three years totaling $945.00), taxes ($3502.38 per year for three years based on the most recent tax payment totaling $10,507.14, and insurance ($2285.00 per year for three years totaling $6855.00). In the event Defendant fails to provide a bond, the stay shall be immediately lifted and subject property shall be sold at the November 2, 2026, sale."*

Adding these components together — the $10,026.58 judgment amount, approximately $2,631.98 in projected interest at 8.75% over thirty-six months, the $72,000.00 rental-value figure, $945.00 in assessments, $10,507.14 in taxes, and $6,855.00 in insurance — the security described totals approximately $102,965.70, over ten times the $10,026.58 deficiency shown on the Master's own Report and Order of Foreclosure and Sale.

As of the filing of this petition, no signed written order has been entered. Ms. McAllister's email directs counsel for Respondent to draft a proposed order incorporating these terms and to share it with Appellant; Appellant has not yet acknowledged receipt of that email and has not agreed to any of its terms. Appellant files this petition now, without waiting for entry of a signed order, because the ruling has already been communicated in writing by the Court's own staff attorney, because it fixes specific and calculable terms, and because the ten (10) day compliance period it describes leaves no practical room to wait for further process before seeking this Court's review.

LEGAL STANDARD AND JURISDICTION

Rule 205, SCACR, provides, in full:

> *"Upon the service of the notice of appeal, the appellate court shall have exclusive jurisdiction over the appeal; the lower court or administrative tribunal shall have jurisdiction to entertain petitions for writs of supersedeas as provided by Rule 241. Nothing in these Rules shall prohibit the lower court, commission or tribunal from proceeding with matters not affected by the appeal."*

This Court's jurisdiction over the appeal is exclusive; the Master-in-Equity's supersedeas authority is a narrow, delegated exception, limited to what Rule 241 itself authorizes. Rule 241(d)(1), SCACR, confirms that an application for supersedeas "must first be made to the lower court... which entered the order or decision on appeal" — a requirement Appellant has now satisfied by appearing at, and arguing at, the August 20, 2026, hearing on remand. That same rule provides that "unnecessary delay by the lower court... in ruling on this application shall constitute an extraordinary circumstance" warranting this Court's direct intervention; Appellant respectfully submits that a ten-day compliance period, running from an order not yet entered, is precisely the kind of compressed, uncertain timeline this Court's immediate attention is meant to address.

Rule 241(c)(3), SCACR, authorizes conditions on a stay "as [the court] may deem appropriate" — but that discretion is bounded by the statute the condition is meant to enforce. Where, as here, the security described is untethered to § 18-9-170's own deficiency measure, Appellant respectfully submits that review by this Court is appropriate rather than awaiting a written order that may simply formalize the same terms.

ARGUMENT

I. SECTION 18-9-170'S DEFICIENCY CAP, NOT AN OPEN-ENDED RENTAL-VALUE CALCULATION, GOVERNS SECURITY IN A MORTGAGE/LIEN FORECLOSURE.

S.C. Code Ann. § 18-9-170 provides, in full:

> *"...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..."*

The statute states two distinct rules. The first sentence, general to any real-property judgment directing sale or delivery of possession, allows a judge to fix an open-ended security sum. The second sentence, specific to a judgment that "directs the sale of land to satisfy a mortgage thereon or other lien" — precisely this case, a homeowners' association lien foreclosure — caps the rental-value obligation the undertaking secures at "the amount of such deficiency." Under ordinary principles of statutory construction, a specific provision governs over a general one where the two address the same subject, and a statute should not be read so that any clause is rendered surplus. Reading the general rental-value formula to override the specific deficiency cap whenever a court prefers a larger number would render the second sentence's limiting language meaningless in every foreclosure case — the exact category of case for which the Legislature wrote it.

A security figure built by multiplying an estimated monthly rental value by an estimated appeal duration has no textual basis in a mortgage/lien foreclosure case. It is also irrational on its own terms: the approximately $102,965.70 total described in the Court's August 20, 2026, ruling (Exhibit A) would require Appellant to post collateral roughly ten times larger than the $10,026.58 he could ever actually be ordered to pay if the appeal fails and the property sells for less than the judgment debt. A supersedeas bond secures the respondent's actual risk of loss; it is not a vehicle for security that exceeds the very liability it is meant to cover.

II. THE RENTAL-VALUE THEORY DOES NOT FIT THESE FACTS: APPELLANT HAS RECEIVED NO BENEFIT OF THE KIND SECTION 18-9-170 IS DESIGNED TO ADDRESS.

Section 18-9-170's "value of the use and occupation" language measures what an appellant who remains in possession has himself retained during the pendency of an appeal — it is not a rental fee owed to a lienholder acting as landlord. Respondent has never held, and does not now hold, any authority to place a tenant on the property or to derive rental income from it; the statute's concern is with the benefit Appellant keeps by continuing to occupy the property, not with any landlord interest of Respondent's.

The statute's own structure confirms that this occupancy-value concept and an interest charge are alternative measures of the same harm, not cumulative ones. The additional clause requiring payment of taxes and interest during the appeal applies, by its own terms, only "in case the land shall be unimproved land" — that is, where no one occupies the property and an occupancy-value calculation has nothing to measure, so interest substitutes for it. Appellant's property is improved and occupied by Appellant; the unimproved-land clause accordingly does not apply, and the Legislature's choice to limit that clause to unimproved land shows the two mechanisms were not intended to stack.

Nor is an occupancy-value charge necessary here to address delay: the $10,026.58 debt already accrues interest, at a rate the Court's August 20, 2026, ruling itself sets at 8.75% (Exhibit A). That interest is already performing the cost-of-delay function a rental-value charge would otherwise serve. And critically, Appellant has not ceased paying, and does not propose to cease paying, the carrying costs of the property during the appeal —the taxes, the senior mortgage, homeowner's insurance, and upkeep have continued throughout, consistent with the commitment Appellant offered at the August 20, 2026, hearing to keep assessments, trash fees, taxes, and insurance current for the duration of any stay. Appellant has not stopped paying for the property and begun living in it for free; he continues to bear its full carrying cost at his own expense, separate and apart from the $10,026.58 owed to Respondent. There is accordingly no windfall of the kind § 18-9-170's occupancy-value language exists to prevent, and no basis to fix security by reference to fair-market rental value on top of interest already accruing and carrying costs Appellant already bears.

The ruling described in Exhibit A independently double-counts these same carrying costs. It requires Appellant to post three years of assessments ($945.00), three years of taxes ($10,507.14), and three years of insurance ($6,855.00) as security — the identical categories of expense Appellant has already committed, on the record, to keep personally current for the duration of any stay. Requiring Appellant both to pay those costs as they come due and to post separate security covering the same costs is not a form of protection tethered to any actual risk to Respondent; it charges Appellant twice for the same obligation.

III. THE TERMS DISCUSSED ON AUGUST 20, 2026, THREATEN TO MOOT THE APPEAL, WHICH IS PRECISELY WHAT RULE 241(c)(2) IS DESIGNED TO PREVENT.

Rule 241(c)(2), SCACR, provides:

> *"In determining whether an order should issue pursuant to this Rule... [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."*

Appellant is not in a position to post approximately $102,965.70 within ten days. If the stay is lifted on that basis, the property will be sold at the November 2, 2026, sale referenced in Exhibit A, before this Court can decide the pending appeal of the June 29, 2026, Order denying Rule 59(e)/60(b) relief. Once the property is sold, there will be nothing left for that appeal to reach — the precise harm Rule 241(c)(2) exists to prevent. A security requirement set at ten times the actual deficiency does not merely burden Appellant; as a practical matter, it is unaffordable for most homeowner-appellants in a lien foreclosure of this size, which means reading § 18-9-170 or Rule 241(c)(3) to permit it would defeat Rule 241(c)(2)'s own stated purpose in this entire category of case, not only in this one.

The Master's own Report and Order of Foreclosure and Sale confirms substantial equity protects Respondent regardless of the security amount: Appellant's personal deficiency judgment was waived (Master's Order ¶ 5); the Total Debt is fixed at $10,026.58 (Master's Order ¶ 16(g)); and Paragraphs 11 through 13 of that Order establish that senior lienholders must furnish current payoff figures before sale and that any remaining surplus funds will be identified and returned to Appellant — the Master's own acknowledgment that the sale is expected to produce proceeds well in excess of the debt owed. Appellant's records reflect an estimated property value of $340,000 to $400,000, including two improvements completed since the Master's Order (a two-story shed addition and new first-floor flooring), against combined liens of approximately $257,190.58, indicating equity of roughly $150,000 to $160,000 — ten to fifteen times the $10,026.58 debt this security is meant to protect.

IV. RELIEF REQUESTED IS WITHIN THIS COURT'S AUTHORITY.

This Court may, consistent with Rule 241(c)(3), SCACR, either fix the terms of security itself or remand to the Master-in-Equity with specific instruction that the deficiency-cap clause of § 18-9-170 governs a mortgage/lien foreclosure security determination. Appellant respectfully requests the former, given the compressed timeline and the risk that the property could be sold before a second remand could be completed.

CONCLUSION AND RELIEF REQUESTED

For the foregoing reasons, Appellant respectfully requests that this Court: (1) accept and grant this renewed petition; (2) fix the security required under § 18-9-170 at an amount not exceeding the $10,026.58 deficiency shown on the Master's own Report and Order of Foreclosure and Sale, rather than the approximately $102,965.70 described in Exhibit A (or, in the alternative, remand to the Master-in-Equity with instruction that the deficiency-cap clause of § 18-9-170 controls); (3) stay the judicial sale of the property, and toll or suspend the ten-day compliance period described in Exhibit A, pending resolution of this petition and the underlying appeal; (4) grant Appellant not less than fourteen (14) days from the date of any order this Court issues to obtain and post whichever form of security is fixed, whether a written undertaking with two sureties under § 18-9-170 or a cash deposit under § 15-1-250 in lieu of sureties; and (5) grant such other and further relief as this Court deems just.

TABLE OF AUTHORITIES (Alphabetically Arranged, per Rule 208(b)(1)(A), SCACR)

Cases:

- Bowers v. Bowers, 349 S.C. 85, 561 S.E.2d 610 (Ct. App. 2002).
- Graham v. Graham, 301 S.C. 128, 390 S.E.2d 469 (S.C. Ct. App. 1990).

Statutes:

- S.C. Code Ann. § 15-1-250.
- S.C. Code Ann. § 18-9-170.
- S.C. Code Ann. § 18-9-180.

Rules:

- Rule 59(e), SCRCP.
- Rule 60(b), SCRCP.
- Rule 205, SCACR.
- Rule 208(b)(1)(A), SCACR.
- Rule 241(c)(2), SCACR.
- Rule 241(c)(3), SCACR.
- Rule 241(d)(1), SCACR.

Respectfully submitted,

Cedric Javus Browne

Cedric Javus Browne, Appellant, Pro Se

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RECEIVED
Aug 21 2026
SC Court of Appeals

Dated: August 21, 2026

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a true and correct copy of the foregoing Petition upon Mark Andrew Nappier, Esquire, counsel for Respondent, by electronic mail to mnappier@inletlaw.com, addressed as follows, and provided a courtesy copy to the chambers of the Honorable Alan D. Clemmons, Master-in-Equity:

Mark Andrew Nappier, Esquire

Nappier, Risher & Hardin, LLC

3575 Highway 17 Business

Murrells Inlet, South Carolina 29576

Cedric Javus Browne

Cedric Javus Browne

Dated: August 21, 2026

EXHIBIT A

Email from Sheri McAllister, Staff Attorney to the Honorable Alan D. Clemmons, Master-in-Equity, dated August 20, 2026, 3:26 p.m., to Mark Andrew Nappier, Esquire and Cedric Javus Browne, reproduced in full:

"Ruling on Motion for Writ of Supersedeas 2025cp2600500 Browne - PLEASE ACKNOWLEDGE RECEIPT"

Dear Mr. Nappier and Mr. Browne,

The court has issued a ruling pursuant to Mr. Browne's motion for Writ of Supersedeas. This matter came before the court on August 20, 2026 pursuant to a directive from the South Carolina Court of Appeals to address Mr. Browne's Emergency Motion to for Writ of Supersedeas pending the appeal of the judgment of foreclosure and sale entered April 21, 2026. Present at the hearing were the attorney for the Plaintiff, Mark Nappier and Defendant Cedric Browne.

The sale of the subject property is stayed to allow sufficient time for Defendant to secure a supersedeas bond. Said bond is to be obtained ten (10) days from the date of this Order. Said bond shall include the judgment amount plus anticipated interest (8.75%) for a period of thirty six (36) months and rental value equivalent to thirty six (36) months at $2000.00 per month (total amount of $72,000.00) which the court rules to be a reasonable market rental value. Additionally, the bond amount should include annual assessments ($315.00 per year for three year totaling $945.00), taxes ($3502.38 per year for three years based on the most recent tax payment totaling $10,507.14, and insurance ($2285.00 per year for three years totaling $6855.00). In the event Defendant fails to provide a bond, the stay shall be immediately lifted and subject property shall be sold at the November 2, 2026 sale.

Mr. Nappier, please incorporate the language in this email into the proposed Order. Also include all applicable portions of SC Code Section 18-9-170 that addresses the required number of sureties and a directive that Defendant will not commit waste and other applicable portions of the code section. Please include that the Defendant must abide by the terms and conditions of the governing documents. A "drop dead" provision should be included in the order that immediately lifts the stay should Defendant fail to comply with any and all terms of the Order pursuant to the Motion for Writ of Supersedeas. Plaintiff shall have the right to inspect the subject property immediately and periodically throughout the appellate process. Please note that the existing judgment should have an interest rate of 8.75% instead of 10.25%. As a court of equity, the interest rate of 8.75% is the rate generally awarded in HOA lien foreclosures so this correction can be included in this order. Please recalculate the interest rate in the debt figures that you provide to Mr. Browne.

Please share the proposed Order with Mr. Browne. Mr. Browne, please acknowledge receipt of this email.