STATE OF SOUTH CAROLINA COUNTY OF HORRY Shaftesbury Green Property Owners Association, Inc., Plaintiff/Respondent, vs. Cedric Javus Browne; Michelle Eblen; Nationstar Mortgage, LLC; American Express National Bank; Bank of America, N.A.; TD Bank USA, N.A.; and Portfolio Recovery Associates, LLC, Defendants/Appellant.	)	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT C.A. No. 2025-CP-26-00500 App. Case No. 2026-001570 **APPELLANT'S OBJECTION TO PROPOSED SECTIONS A AND H OF THE DRAFT ORDER AND REQUEST THAT THEY BE STRICKEN PRIOR TO SIGNATURE**

TO: THE HONORABLE ALAN D. CLEMMONS, MASTER-IN-EQUITY:

Appellant Cedric Javus Browne, appearing pro se, respectfully objects to proposed Sections A and H of the draft order circulated following the August 20, 2026 hearing, and requests that the forfeiture language in those Sections be stricken before the order is signed.

PRELIMINARY STATEMENT

1. No order has been executed or filed. Counsel for Respondent confirmed as much in writing on August 27, 2026, stating that "no Order has been executed or filed." Appellant does not dispute that statement. He relies on it. The draft itself confirms it: the document ends with the words "IT IS SO ORDERED" followed by the bracketed notation "[JUDGE'S SIGNATURE PAGE TO FOLLOW]."

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2. Because no order has issued, the language addressed below remains within this Court's power to correct without consequence to any party and without disturbing any ruling. Appellant respectfully submits that this is the proper time, and this the proper court, to raise it.

3. Appellant does not by this filing seek reconsideration of the Court's oral ruling of August 20, 2026, or of the amount of security announced. Appellant's challenge to that amount is pending before the South Carolina Court of Appeals and is not presented here. This objection is confined to forfeiture language contained in two paragraphs of the proposed order. Appellant alleges no bias, bad faith, or misconduct on the part of any person.

4. This Court retains jurisdiction to address the matter. Rule 205, SCACR, provides: "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." The form and terms of the undertaking fixed on remand fall squarely within the jurisdiction Rule 205 reserves to this Court.

THE LANGUAGE OBJECTED TO

5. Proposed Section A of the draft order provides, in full:

> "A. TIME IS OF THE ESSENCE for all obligations placed on Browne outlined in this order. Browne'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."

6. Proposed Section H of the draft order provides, in full:

> "H. Any failure by Browne, 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 Browne being deemed to have waived their right to the stay of the November 2nd, 2026 judicial sale. Furthermore, any failure to timely comply shall immediately render the stay lifted, and Plaintiff shall proceed to sell the Property at the November 2nd, 2026 judicial sale or any available judicial sales date in Horry County thereafter."

7. Proposed Section G of the same draft provides, in relevant part:

> "G. Timing – The Bond must be fully obtained and posted with the Horry County Clerk of Court within ten (10) days from the date of this order. Absent said bond being fully obtained, the foreclosure sale will be conducted on November 2, 2026."

8. Sections A and H operate identically and independently. Each is triggered not by a failure to post or maintain the undertaking, but by a failure to comply with any provision of the order — Section A by "any requirement herein," Section H by "each and every provision in this order." Each directs the same consequence, that the stay be "immediately" lifted and the Property sold. Section H differs only in adding the words "no matter how slight." Striking one while leaving the other would leave the forfeiture fully operative, and Appellant therefore objects to both.

9. Neither provision reflects the ruling as it was communicated to Appellant. The Court's ruling was conveyed to Appellant by electronic mail from Sheri McAllister on August 20, 2026 at 3:26 p.m. That communication set the amount of the bond, itemized its components, and stated the consequence of failing to provide a bond: "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." The consequence there stated is tied to the failure to provide the bond. Sections A and H extend that consequence to every provision of the order, and Section H adds that it applies "no matter how slight" the failure.

ARGUMENT

I. SECTIONS A AND H IMPOSE A FORFEITURE RATHER THAN A CONDITION OF SECURITY, AND NO STATUTE AUTHORIZES IT.

10. The undertaking in this case is governed by S.C. Code Ann. § 18-9-170, which requires the undertaking to be given in "a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking," and which conditions the appellant's obligation as follows: "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."

11. The statute's protective function is discharged by the undertaking itself. Once security is posted in the sum this Court fixes, Respondent is protected against the harm the statute contemplates. A clerical error on surety paperwork, a filing lodged one day late, or a technical omission by a surety company does not reduce that protection by one dollar. Sections A and H therefore secure nothing. They penalize.

12. Both provisions are also broader than the obligation they purport to enforce. Neither is limited to a failure to post or maintain the undertaking. Neither supplies a materiality threshold, a requirement of notice, or an opportunity to cure. Section H expressly forecloses any inquiry into whether a failure was material, whether it caused Respondent any injury, or whether it was correctable, by directing that the consequence attaches "no matter how slight" the failure may be. Section A reaches the same result by attaching the consequence to "any requirement herein" without qualification.

13. Appellant is aware of no provision of § 18-9-170, § 18-9-180, or any other statute governing an undertaking on appeal that authorizes the automatic forfeiture of a stay for a non-material failure. Section 18-9-180 runs in the opposite direction. It provides: "Whenever the defendant executes the bond mentioned in Sections 18-9-130, 18-9-150 and 18-9-170 or the appeal is perfected as provided by Sections 18-9-150 or 18-9-160, it shall stay all further proceedings in the court below upon the judgment appealed from or upon the matter embraced therein." The stay that follows a duly executed undertaking is mandatory. Sections A and H would render that mandatory stay revocable upon any imperfection, however slight and however harmless.

II. SECTIONS A AND H WOULD DEFEAT THE PURPOSE OF THE SECURITY THEY ACCOMPANY.

14. Rule 241(c)(2), SCACR, directs that in determining whether an order should issue under that 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." A completed judicial sale would moot the questions Appellant has appealed.

15. The stay contemplated by the draft order exists to prevent that outcome while the appeal is decided. Sections A and H would make the survival of the appeal turn not on whether Appellant has actually secured the judgment, but on whether any imperfection can be identified in his compliance with every provision of the order. A stay that can be extinguished on that basis does not preserve the appeal; it holds it hostage. See Graham v. Graham, 301 S.C. 128, 390 S.E.2d 469 (Ct. App. 1990) (supersedeas serves to preserve the fruits of a meritorious appeal).

16. Appellant respectfully submits that the difference between a default provision and a forfeiture provision is the difference between protecting Respondent and mooting the appeal.

Appellant does not ask this Court to leave Respondent unsecured. He asks that the consequence of a failure be measured against the failure.

III. THE TEN-DAY PERIOD IN SECTION G HAS NOT BEGUN TO RUN.

17. Section G measures its ten-day period "from the date of this order." No order has been signed, dated, entered, or filed. The period therefore has not begun, and Appellant is not in default of it. Appellant states this not to seek relief but so that the record is clear, and respectfully requests that any order entered confirm expressly that the ten-day period runs from the date the order is entered.

18. Appellant further submits, respectfully, that ten days is a short period in which to procure a surety undertaking in the sum contemplated, from two corporate sureties as Section E requires, and that the period is measured from a date not yet established. Appellant raises this only in connection with the relief requested below and reserves his pending challenge to the amount for the tribunal in which it is pending.

CONCLUSION AND RELIEF REQUESTED

For the foregoing reasons, Appellant respectfully requests that this Court:

(1). Strike the second sentence of proposed Section A, beginning "Browne's failure to timely comply" and ending "judicial sales date in Horry County";

(2). Strike proposed Section H in its entirety;

(3). In the alternative, if a default provision is retained in either Section, that it be limited so that (a) it is triggered only by a material failure to post or maintain the undertaking in the sum fixed by this Court; (b) written notice of the claimed failure, specifying it, is served on Appellant; and (c) Appellant is afforded a reasonable opportunity to cure before any stay is lifted;

(4). Confirm in the order that the ten-day period stated in Section G runs from the date the order is entered; and

(5). Grant such other and further relief as this Court deems just and proper.

TABLE OF AUTHORITIES

(Alphabetically arranged)

Cases

Graham v. Graham, 301 S.C. 128, 390 S.E.2d 469 (Ct. App. 1990)

Statutes

S.C. Code Ann. § 18-9-170

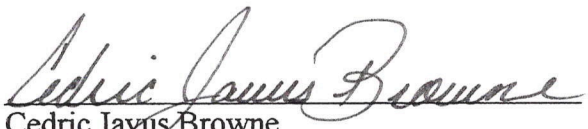
S.C. Code Ann. § 18-9-180

Rules

Rule 205, SCACR

Rule 241(c)(2), SCACR

Respectfully submitted,



Cedric Javus Browne
Defendant/Appellant, Pro Se
633 Notting Hill Court
Conway, South Carolina 29526
(843) 796-8386
plainjane9955@gmail.com

Conway, South Carolina
Dated: September 2, 2026

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a true and correct copy of the foregoing Appellant's Objection to Proposed Sections A and H of the Draft Order and Request That They Be Stricken Prior to Signature upon counsel for Plaintiff/Respondent by electronic mail and by United States Mail, first class, postage prepaid, addressed as follows:

Mark Andrew Nappier, Esquire
Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, South Carolina 29576
mnappier@inletlaw.com

Cedric Javus Browne
Defendant/Appellant, Pro Se

Dated: September 2, 2026

FILED
Horry County
2026 SEP -3 P 1:41
Jeffrey Allen Pittman
CLERK OF COURT