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Sep 28 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM HORRY COUNTY

Alan D. Clemmons, Master-in-Equity

App. Case No. 2026-001570

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

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.

**VERIFIED PETITION TO VACATE JUDGMENT VOID ON THE FACE OF THE
RECORD, WITH ANCILLARY EX PARTE STAY UNDER RULE 241(d)(6), SCACR**

Appellant Cedric Javus Browne, appearing pro se, respectfully petitions this Court as follows:

I. INTRODUCTION

1. This Petition does not ask the Court to relitigate the merits of the underlying foreclosure, and it does not ask merely for a stay. Appellant's separately pending Notice of Master's Ruling and Renewed Petition for Review of Security Fixed on Remand, filed with this Court on September 21, 2026, already addresses the stay of the November 2, 2026 sale. This Petition addresses a distinct and antecedent question: whether any judgment survives at all.
2. The Master's April 22, 2026 Order and his June 29, 2026 Order cannot both stand. One holds that Appellant's default was set aside for lack of actual service. The other holds, as its entire stated basis for denying relief, that Appellant is in default for failing to answer timely after service. These are not two readings of an ambiguous record; they are the same judge, in the same case, stating opposite facts about the same jurisdictional predicate, nine weeks apart, with the second order never acknowledging the first.
3. A court cannot enter two irreconcilable findings on the identical jurisdictional question and have both remain operative. When the order denying a void-judgment motion is itself entered on a footing that contradicts the court's own prior, controlling finding, that denial is a nullity. The consequence is not that enforcement of the judgment is paused pending further proceedings; it is that Appellant's May 1, 2026 Rule 60(b) motion — which argued the underlying Foreclosure Order is void for lack of personal jurisdiction — has never been validly resolved. That motion, and the question it raises, remains squarely before the courts of this State.
4. Appellant accordingly asks this Court to hold that the Foreclosure Order is void, and that no debt, lien, sale, or other obligation arising from it survives in any capacity, in the same

manner that a conviction obtained through a void proceeding leaves no lesser sentence to serve. No new evidence, discovery, or evidentiary hearing is required to reach this result. It follows from the documents' own text.

II. THE CONTRADICTION, IN THE COURT'S OWN WORDS

5. On April 22, 2026, the Master entered the Master's Report and Order of Foreclosure and Sale ("the Foreclosure Order"). Finding of Fact 4 of that Order provides, in full:

"The Defendant Browne did not file a timely Answer and was originally found in default. However, upon motion of Brown, I set aside his default based upon lack of actual service. Browne was permitted to participate in the hearing and offer any defenses he chose to raise."

6. On May 1, 2026, Appellant filed a Motion to Set Aside Judgment pursuant to Rule 60(b), SCRCF, arguing that the Foreclosure Order was void for lack of personal jurisdiction because service was never actually effected. Appellant separately filed a Motion to Alter or Amend pursuant to Rule 59(e), SCRCF, and, on June 11, 2026, a Motion to Stay.
7. On June 8, 2026, Appellant filed his Reply to Plaintiff's Corrected Memorandum in Opposition to Defendant's Rule 59(e) and Rule 60(b) Motions. Appellant attached the Foreclosure Order itself — containing Finding of Fact 4 in full — as Exhibit C to that Reply. The cover page and first page of that Reply, identifying the attached exhibit, are submitted as Exhibit C to this Petition; the Foreclosure Order itself, already submitted in full as Exhibit A to this Petition, is the same document that was attached. The Foreclosure Order was therefore physically before the Master, attached to Appellant's own filing, when the Master ruled on Appellant's pending motions.

8. On June 29, 2026, the Master entered an Order (SCRCP Form 4CE) denying Appellant's Motion to Alter, Amend and Set Aside Judgment (filed May 1, 2026) and Appellant's Motion to Stay (filed June 11, 2026). The Order provides, in full:

“Motion to Alter, Amend and Motion to Set Aside Judgment (filed May 1, 2026): The court has thoroughly reviewed the record in this case and finds that the judgment of foreclosure entered April 21, 2026 is fully supported by evidence presented at the April 8, 2026 hearing. Defendant Cedric Browne is in default. He failed to file a timely answer after service by publication was completed in June of 2025. His answer was not filed until nine months after service. He also failed to submit a timely brief in support of his motions filed May 1, 2026 as directed by the court on May 4, 2026. The brief was due May 14, 2026. Mr. Browne has failed to show good cause to support both the Motion to Alter or Amend and the Motion to Stay therefore both Motions are denied.

“Motion to Stay filed June 11, 2026: As with the May 1, 2026 Motions, the court has thoroughly reviewed the record in this case and finds that the judgment of foreclosure entered April 21, 2026 is fully supported by evidence presented at the April 8, 2026 hearing. Defendant Cedric Browne is in default by failing to file a timely answer after service by publication was completed in June of 2025. His answer was not filed until nine months after service. Mr. Browne has failed to show good cause to support the Motion to Stay filed June 11, 2026 so it is denied.”

9. The June 29, 2026 Order states, twice, as its entire stated basis for denying relief, that Appellant “is in default.” Finding of Fact 4 of the Master's own April 22, 2026 Foreclosure Order states, in the Master's own words, that Appellant's default was set aside for lack of actual service and that Appellant was restored to the position of a non-defaulting party permitted to participate in the hearing on the merits.

10. The June 29, 2026 Order does not cite, distinguish, reconcile, or even acknowledge Finding of Fact 4, notwithstanding that Finding of Fact 4 was contained in an exhibit physically attached to the motion the June 29, 2026 Order purports to decide.

III. THE TWO ORDERS CANCEL ONE ANOTHER, AND NOTHING SURVIVES A JUDGMENT BUILT ON A DEFAULT PREDICATE THE COURT'S OWN RECORD DISPROVES

11. A judgment resting on a finding that the court's own record affirmatively contradicts is void. See Rule 60(b)(4), SCRCP (relief from a void judgment is mandatory, not discretionary, once voidness is established). The premise the June 29, 2026 Order relies upon — that Appellant is in default — is contradicted by the operative order in the same case, entered by the same Master nine weeks earlier, which found the opposite on the identical question.
12. Because the two orders cannot be reconciled, the June 29, 2026 Order cannot stand as a valid disposition of Appellant's May 1, 2026 Rule 60(b) motion. A motion that has never been validly denied has not been resolved. Appellant's argument that the underlying Foreclosure Order is void for lack of personal jurisdiction — the argument the May 1, 2026 motion raised, supported by the Master's own Finding of Fact 4 — remains open for this Court's determination now, on this record, without remand for further fact-finding.
13. The relief that follows from voidness is total, not partial. A void judgment confers no rights and imposes no obligations; it is, in the eyes of the law, as though it had never been entered. If this Court determines the Foreclosure Order is void, no debt, no lien, no bond obligation, and no sale may proceed under it, in any amount or in any capacity, in the same way that a defendant whose conviction is vacated as void faces no reduced sentence, no probation, and

no partial punishment under it. There is no intermediate outcome in which the judgment is set aside yet the \$10,026.58 it purported to establish, or any portion of it, remains owed.

14. This Petition asks the Court to do nothing more than compare two passages of the existing record to reach that conclusion. It does not require the Court to weigh evidence, assess credibility, or resolve any factual dispute between the parties.

IV. RETURN TO THE MASTER WOULD BE FUTILE AND SATISFIES THE EXTRAORDINARY-CIRCUMSTANCES STANDARD OF RULE 241(d)(1), SCACR

15. Rule 241(d)(1), SCACR, provides, in full: “Except 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 or administrative tribunal which entered the order or decision on appeal. The issuance of an ex parte order or decision, or an unnecessary delay by the lower court or administrative tribunal in ruling on this application shall constitute an extraordinary circumstance.”
16. The specific contradiction raised in this Petition was already before the Master. The Foreclosure Order containing Finding of Fact 4 (Exhibit A) was attached as an exhibit to Appellant's June 8, 2026 filing (see Exhibit C hereto), served on Respondent's counsel and before the Master when he entered the June 29, 2026 Order. The Master's own June 29, 2026 Order demonstrates that this exhibit was not addressed.
17. A renewed motion to the Master raising the identical contradiction, already once placed before him in the same form, would not present the Master with any new question. Extraordinary circumstances excusing a second application to the lower court exist here.

V. IRREPARABLE HARM

18. Absent relief from this Court, the property will be sold at judicial sale on November 2, 2026, or upon expiration of the ten-day compliance period set by the Master's September 18/21, 2026 Order Imposing Appeal Bond and Approving Stay, whichever occurs first.
19. A completed judicial sale would moot this Petition and the pending appeal, and would irreversibly execute a judgment this Petition contends is void in its entirety. See Rule 241(c)(2), SCACR (court should consider whether an order is necessary "to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot").

VI. RELIEF REQUESTED

WHEREFORE, Appellant respectfully requests that this Court:

1. Find and declare that the Master's April 22, 2026 Order and June 29, 2026 Order cannot be reconciled, and that the June 29, 2026 Order is therefore void as a matter of law and not a valid disposition of Appellant's May 1, 2026 Rule 60(b) motion;
2. Determine, on that basis, that Appellant's May 1, 2026 Rule 60(b) motion — that the underlying Master's Report and Order of Foreclosure and Sale is void for lack of personal jurisdiction — has never been validly resolved, and grant that motion, vacating the Foreclosure Order in its entirety;
3. Hold that, upon vacatur, no debt, lien, bond obligation, or sale survives the Foreclosure Order in any amount or in any capacity;
4. Pending determination of the foregoing, stay all foreclosure sale, advertisement, publication, transfer, deed, writ of assistance, eviction, removal, or other enforcement activity, in aid of and without prejudice to Appellant's separately pending Renewed Petition for Review of Security Fixed on Remand;

5. In the alternative, and only if immediate action is required before this Petition can be heard, grant an ex parte stay pursuant to Rule 241(d)(6), SCACR, on the grounds set forth in the accompanying Affidavit of Cedric Javus Browne; and
6. Grant such other and further relief as this Court deems just and proper.

TABLE OF AUTHORITIES

(alphabetized per Rule 208(b)(1)(A), SCACR)

Rules:

Rule 60(b), SCRCR.

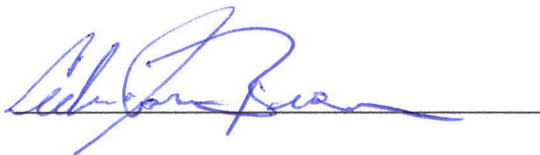
Rule 208(b)(1)(A), SCACR.

Rule 241(c)(2), SCACR.

Rule 241(d)(1), SCACR.

Rule 241(d)(6), SCACR.

Respectfully submitted,



Cedric Javus Browne, Appellant, Pro Se

633 Notting Hill Court

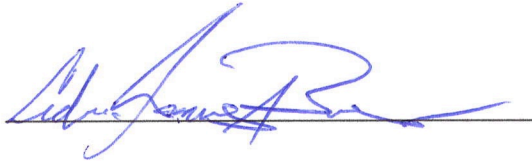
Conway, South Carolina 29526

(843) 796-8386

plainjane9955@gmail.com

VERIFICATION

Cedric Javus Browne, being duly sworn, states that he is the Appellant in the above-captioned matter, that he has read the foregoing Petition, and that the factual statements contained therein are true and correct to the best of his own knowledge, except as to matters stated on information and belief, and as to those matters he believes them to be true.



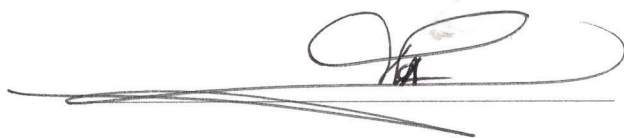
Cedric Javus Browne

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SC Court of Appeals

Subscribed and sworn to before me this 25th day of September, 2026.



Notary Public for South Carolina

My Commission Expires: 04/16/2034

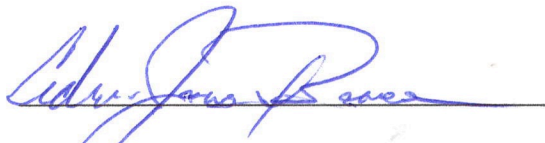


CERTIFICATE OF SERVICE

I hereby certify that on Sept. 28, 2026, I served a true and correct copy of the foregoing Verified Petition, together with all exhibits, upon Mark A. Nappier, Esquire, counsel of record for the Respondent, by electronic mail to his primary e-mail address as listed in the Attorney Information System (AIS), pursuant to Re: Methods of Electronic Filing and Service Under Rule 262, SCACR, S.C. Sup. Ct. Order dated April 24, 2024, and by United States Mail, first class, postage prepaid, 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

A copy of the sent e-mail transmitting this Petition to Mr. Nappier is enclosed with this Certificate of Service, consistent with Re: Methods of Electronic Filing and Service Under Rule 262, SCACR, S.C. Sup. Ct. Order dated April 24, 2024, ¶ (d)(1).



Cedric Javus Browne

EXHIBITS

Exhibit A — Master's Report and Order of Foreclosure and Sale, entered April 22, 2026 (Finding of Fact 4)

Exhibit B — Order (SCRCP Form 4CE), entered June 29, 2026

Exhibit C — Cover page and first page of Defendant Cedric Javus Browne's Reply to Plaintiff's Corrected Memorandum in Opposition to Defendant's Rule 59(e) and Rule 60(b) Motions, filed June 11, 2026, showing the Master's Report and Order of Foreclosure and Sale attached thereto as that filing's own Exhibit C (full order submitted here as Exhibit A; not re-submitted in full to avoid duplication)

Exhibit D — Affidavit of Cedric Javus Browne in support of ex parte relief under Rule 241(d) (6), SCACR

EXHIBIT A

Master's Report and Order of Foreclosure and Sale, entered April 22, 2026

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	Civil Action Number: 2025-CP-26-00500
SHAFTESBURY GREEN	)	
PROPERTY OWNERS	)	
ASSOCIATION, INC.	)	
	)	
Plaintiff,	)	MASTER'S REPORT AND ORDER
	)	OF FORECLOSURE AND SALE
vs.	)	
	)	
CEDRIC JAVUS BROWNE;	)	
MICHELLE EBLIN;	)	
NATIONSTAR MORTGAGE, LLC ;)	)	
AMERICAN EXPRESS	)	
NATIONAL BANK; BANK OF	)	
AMERICA NA; TD BANK USA,	)	
N.A.; AND PORTFOLIO	)	
RECOVERY ASSOCIATES, LLC;)	)	
	)	
Defendants.	)	
	)	

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and upon the stipulation and agreement of all parties hereto not in default, the above-captioned matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause pursuant to the Order of Reference dated and filed on July 31, 2025.

Pursuant to the Order of Reference a hearing was held on Wednesday, April 8, 2026, attended by the attorney for the Plaintiff as well as Defendant Cedric Javus Browne ("Browne"). Testimony was taken from Richard Hitzel, the Board President of the Plaintiff as well as from Browne. From the testimony and evidence presented, I find, conclude and order as follows:

FINDINGS OF FACT:

1. This is an action for the foreclosure of two Liens for Assessments filed in Lien Book 283 at Page 2080 on June 27, 2022 and filed in Lien Book 298 at Page 2997 on December 11, 2024, at the Office of the Register of Deeds in Horry County, South Carolina.
2. The Lis Pendens, Summons and Complaint were filed on January 21, 2025.
3. Service was made upon the Defendants named in this Report by service as is shown by the proofs of service filed herein.
4. The Defendant Browne did not file a timely Answer and was originally found in default. However, upon motion of Brown, I set aside his default based upon lack of actual service. Browne was permitted to participate in the hearing and offer any defenses he chose to raise.
5. The Defendant Michelle Eblen ("Eblen") did not file an Answer and is in Default and did not attend the hearing.
6. The Defendants Bank of America N.A, TD Bank USA, N.A. and Portfolio Recovery Associates, did not file an Answer and are in Default.
7. According to affidavits filed herein, no individual Defendant in default is in the military service of the United States of America, as contemplated under the Soldiers' and Sailors Civil Relief Act of 1940, and any amendments thereto.
8. The Defendants were notified of the time, date and place of hearing, but

other than Browne, none attended.

9. The Plaintiff was incorporated for the purpose of managing, maintaining and operating the common areas of Shaftesbury Green which was established pursuant to the Declaration of Covenants, Restrictions and Easements for Shaftesbury Green ("Declaration") recorded January 26, 2004 in Deed Book 2689 at Page 67 and all amendments thereto.

10. The Declaration provides, among other things, that:

- a. The Plaintiff shall have a lien upon the property for unpaid assessments, fines and other charges provided for by the Declaration;
- b. The Plaintiff may take such action as it deems necessary to collect any and all assessments and fines, including any applicable late fees, by foreclosing the above-described liens; and
- c. The Plaintiff may recover a reasonable sum for attorney's fees incurred by the Plaintiff in any legal action to collect assessments or other charges or to enforce the above-described liens.

11. When the Lis Pendens and Complaint were filed in this matter, Browne and Eblen were the owners of 633 Nottinghill Ct., Conway, South Carolina, 29526 within the Shaftesbury Green community as is evidenced by that certain Deed of Cedric Javus Browne, to the Defendants, Cedric Javus Browne and Michelle Eblen, as Joint Tenants with Rights of Survivorship, And not as Tenants in Common, their respective heirs and Assigns recorded on September 16, 2019 in the Office of the Register of Deed for Horry County in Deed Book 4242 at page 821.

12. The Plaintiff in this action is an eleemosynary corporation organized under

and existing by virtue of the laws of the State of South Carolina and is owed the debt it is seeking to foreclose.

13. Payment due on assessments, late fees set forth in Exhibit 1, entered into evidence by Plaintiff, have not been made as provided for in the Declaration, and the Plaintiff, has filed assessment liens and has placed the liens in the hands of the attorney herein for collection.

14. Exhibit 1 also referenced fines of \$300.00 which the Plaintiff sought to collect but I find there was no corroborating evidence to support such fines and decline to award them to the Plaintiff.

15. The sum of \$4,089.34 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney. This fee is based on the time and services necessarily devoted to Plaintiff's representation. These include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case. The fee is also reasonable given the professional standing of Plaintiff's counsel and his experience in handling foreclosure matters. This fee is similar to ones customarily awarded for similar services in this locality. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional circumstances delaying conclusion beyond the normal time. Additionally, the costs incurred total \$976.06.

16. The amount due and owing on the liens, and other costs and expenses of collection, including an attorney's fees, pursuant to the terms of the Declaration, is as follows:

(a)	Past Due Annual Assessments 2021 through 2026	\$1,490.00
(b)	Trash Fees	\$61.68
(c)	Late Fees per Declaration (through March 2026)	\$3,200.00
(d)	Attorney's Fees	\$4,089.34
(e)	Costs to date of hearing	\$976.06
(f)	Fees from Attorney Lovelace <u>\$209.50</u>	
(g)	Total Debt	\$10,026.58

17. There is due to Plaintiff the sum of **Ten Thousand Twenty-Six and 58/100 (10,026.58) dollars.**

18. The Property should be sold by this Court subject to taxes, existing easements, liens, covenants, conditions of record and those found in the Declaration, as well as the following:

a. Nationstar Mortgage LLC has a lien on the Property in the original amount of \$191,369 by virtue of that certain mortgage with American Security Mortgage Corp. dated November 30, 2017 and recorded at the Horry County Register of Deeds on December 1, 2017 in Mortgage Book 5942 at Page 459. Said Mortgage being assigned thereafter to Amerihome Mortgage Company, LLC by virtue of an Assignment of Mortgage dated August 27, 2020 and recorded on August 17, 2020 in Mortgage Book 6252 at Page 2759. Thereafter, the loan was assigned to Lakeview Loan Servicing, LLC by virtue of an Assignment of Real Estate Mortgage dated June 1, 2021 and recorded on June 29, 2021 in Mortgage Book 6411 at Page 1479. Thereafter a Modification Agreement was recorded on March 13, 2024 in Mortgage Book 6765 at Page 3192. Thereafter the loan was further modified by that second Modification Agreement to Nationstar Mortgage, LLC, dated March 14, 2024 and recorded with the Horry County Register of Deeds on March 25, 2024 in Mortgage Book 6769 at Page 1258.

b. The Secretary of Housing and Urban Development has a lien on the property in the amount of \$35,820.86 by virtue of a Partial Claim Mortgage recorded in Mortgage Book 6574 at Page 926 on June 23, 2022.

c. The Secretary of Housing and Urban Development has a lien on the property in the amount of \$19,974.04 by virtue of a Partial Claim Mortgage recorded on January 22, 2024 in Mortgage Book 2650 at Page 2680 on January 22, 2024

d. Midland Funding Credit Management, Inc. has a judgement against Cedric Javus Browne in the amount of \$1,677.05 filed May 3, 2022, case number 2022-CP-26-02790.

e. Synchrony Bank has a Judgement against Michelle R. Eblen in the amount of \$6,641.61 filed March 10, 2022, case number 2021-CP-26-05644.

f. Defendant Bank of America NA has a Judgement against Cedric J. Browne in the amount of \$6,869.23 filed November 18, 2022, case number 2022-CP-26-07370.

g. Defendant TD Bank USA, NA has Judgement against Michelle R. Eblen in the amount of \$2,441.87 filed August 23, 2022, case number 2022-CP-26-05399.

h. Defendant Portfolio Recovery Associates, LLC has a Judgement against Michelle Eblen in the amount of \$6,965.06 filed December 7, 2022, case number 2022-CP-26-06022.

19. The Total Debt may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.

CONCLUSIONS OF LAW

I therefore conclude and recommend as follows:

1. The Plaintiff should have judgment of foreclosure of the lien for assessments and the property should be sold at public auction after due advertisement.

2. Defendants Browne and Eblen owe the Plaintiff **Ten Thousand Twenty-Six and 58/100 (10,026.58) dollars** together with any and all future court awarded costs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the obligation pursuant to the Declaration, the sum of **Ten Thousand Twenty-Six and 58/100 (10,026.58) dollars**, representing the "Total Debt" due said Plaintiff as set out in Paragraph 16(g).

2. Browne and Eblen shall pay the Plaintiff, or its attorney, the amount of Plaintiff's debt on or before sales day.

3. That on default of payment at or before the time herein indicated, the premises described in the Complaint, as hereinafter set forth, shall be sold by the undersigned Master in Equity or his designee at public auction, at the Horry County Courthouse, in the City of Conway, County and State aforesaid, on some convenient sales day hereinafter (and should be the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

(a) FOR CASH: the undersigned Master will require a deposit of 5% of

the amount of the bid in cash or certified funds, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) The successful bidder at the sale shall pay interest on the judgment from the date of sale at the judgment rate of interest of Ten and Three Quarters (10.75%) to compliance. The judgment amount includes direct assessments, interest, attorney's fees and other hard costs outlined in the judgment.

(c) The sale shall be subject to taxes and assessments due on the day of such sale, existing easements and rights-of-way and restrictions of record.

(d) This sale shall be subject to such mortgages and judgements as may be superior to the lien of the Plaintiff as set forth in Paragraph 18.

(e) Purchaser to pay for the preparation of the deed (including deed stamps), costs of recording the deed and all past due real property taxes.

4. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and indebtedness owed to Plaintiff in full, Plaintiff may pay to the undersigned Master-In-Equity only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

5. As I was notified at the hearing of this matter that a personal or deficiency judgment has been waived, bidding at the sale shall be final at the fall of the gavel.

6. That the undersigned Master-In-Equity will, by advertisement according to law, give notice of the time and place of such sale, and the terms thereof; and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff or

any party to this action may become a purchaser at such sale, and if, upon such sale being made, the purchasers, or purchaser, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the undersigned Master may advertise the said premises for sale on the next or some other subsequent Sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

7. That the undersigned Master shall apply the proceeds of the sale as follows:

FIRST: to the costs and disbursements of this action;

NEXT: to the payment of the Plaintiff or Plaintiff's attorneys, of the amount of Plaintiff's debt and interest, or so much thereof as the purchase money will pay of the same.

NEXT: Any surplus should be held pending further Order of this Court

8. That in the event the successful bidder is other than the Defendant in possession herein, upon the presentation of a writ of assistance, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable possession. All valid tenant rights pursuant to Protecting Tenants at Foreclosure Act of 2009 (restored and revived June 23, 2018) shall be protected. In the event the successful bidder is other than the Defendant in possession, and the occupants have voluntarily vacated the premises or

have been ejected from the premises leaving personal property located thereon, the Plaintiff is authorized to remove from the property all abandoned personal property located there. Such personal property shall be removed by the Plaintiff or its agents from the foreclosed real estate by placing the abandoned personal property on the public street or highway so as not to cause public nuisance.

9. Each Defendant named herein and all persons whosoever claiming under the Defendant, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said premises sold, or any part thereof.

10. Pursuant to S.C. Code Ann. §30-9-31 (1991 Supp.), and the Declaration this sale shall be indexed in the grantor index by the Register of Deeds in the name of the owner of record of the subject property immediately prior to execution of the Master's deed, as well as in the name of the undersigned Master in Equity, who executes such deed as grantor.

11. All superior lienholders shall provide payoff amounts to the Plaintiff. Plaintiff shall request payoff amounts from all senior lienholders, if applicable. Senior lienholders must provide payoff amounts to Plaintiff within ten (10) days of the request. Said senior lienholder payoff amounts shall be included in the Notice of Sale.

12. Upon notification of surplus funds, the Plaintiff shall provide this court the Debtor's contact and identifying information ("Ordered Information") from their files so that the Debtors may be located and notified of any remaining surplus funds. Ordered Information includes, but is not necessarily limited to the following: names, most recent

mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying Owners of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record. Ordered information required by this court shall be provided to the court within a reasonable time period.

13. The undersigned Master in Equity will retain jurisdiction to do all of the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), South Carolina Rules of Civil Procedure.

14. Advertisement shall not be initiated any sooner than six weeks prior to the scheduled sales date.

15. The foregoing is a description of the premises ordered to be sold is shown in Exhibit "A" attached.

JUDGE'S SIGNATURE TO FOLLOW

EXHIBIT "A"

All and Singular, those certain pieces, parcels or lot of land, lying and being Horry County, South Carolina, in Simpson Creek Township, being more particularly described as Lot 90 of Shaftesbury Greens, Phase 3, as shown on Sheets 1 and 2 of a plat entitled "Final Plat of Shaftesbury Greens Phase 3 at Shaftesbury Glens PDD" prepared

by Larry T Beasley and Surveying, Inc., dated April 20, 2006 (Revised July 25, 2006, October 15, 2007, December 18, 2007 and January 28, 2008) and recorded September 24, 2013 in Plat Book 259 at Page 132, in the Office of the Register of Deeds for Horry County, South Carolina, said Plat being incorporated herein by reference as part of this description.

This being the identical property conveyed to Cedric Javus Browne and Michelle Eblen, as Joint Tenants with rights of survivorship and not as tenants in common, their respective heirs and assigns by Deed of Cedric Javus Browne dated September 9, 2019 and filed on September 16, 2019 in Deed Book 4242 at Page 821, Register of Deeds for Horry County, South Carolina.

TMS: 113-21-01-023

633 Notting Hill Ct.
Conway, SC 29526

EXHIBIT B

Order (SCRCP Form 4CE), entered June 29, 2026

STATE OF SOUTH CAROLINA
COUNTY OF Horry
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP2600500

Shaftesbury Green Property Owners Association Inc
PLAINTIFF(S)

Cedric Javus Browne et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Se Additional Information below

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/26/2026 .

Michelle Eblen
Bank Of America Na
Td Bank Usa Na
Portfolio Recovery Associates Llc
Cedric Javus Browne for Cedric Javus Browne
Cedric Javus Browne for Cedric Javus Browne

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

Motion to Alter, Amend and Motion to Set Aside Judgment (filed May 1, 2026): The court has thoroughly reviewed the record in this case and finds that the judgment of foreclosure entered April 21, 2026 is fully supported by evidence presented at the April 8, 2026 hearing. Defendant Cedric Browne is in default. He failed to file a timely answer after service by publication was completed in June of 2025. His answer was not filed until nine months after service. He also failed to submit a timely brief in support of his motions filed May 1, 2026 as directed by the court on May 4, 2026. The brief was due May 14, 2026. Mr. Browne has failed to show good cause to support both the Motion to Alter or Amend and the Motion to Stay therefore both Motions are denied.

Motion to Stay filed June 11, 2026: As with the May 1, 2026 Motions, the court has thoroughly reviewed the record in this case and finds that the judgment of foreclosure entered April 21, 2026 is fully supported by evidence presented at the April 8, 2026 hearing. Defendant Cedric Browne is in default by failing to file a timely answer after service by publication was completed in June of 2025. His answer was not filed until nine months after service. Mr. Browne has failed to show good cause to support the Motion to Stay filed June 11, 2026 so it is denied.



Horry Common Pleas

Case Caption: Shaftesbury Green Property Owners Association Inc VS Cedric Javus Browne , defendant, et al
Case Number: 2025CP2600500
Type: Order/Electronic Form 4

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

Electronically signed on 2026-06-26 16:29:59 page 3 of 3

EXHIBIT C

Cover page and first page of Appellant's June 8/11, 2026 Reply, showing the Foreclosure Order
attached as that filing's own Exhibit C

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2025-CP-26-00500

FILED
HORRY COUNTY
2026 JUN 11 P 4:50
RENEE M. ELYS
CLERK OF COURT
HORRY COUNTY, SC

SHAFTESBURY GREEN PROPERTY OWNERS ASSOCIATION, INC.,
Plaintiff,

v.

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.

DEFENDANT CEDRIC JAVUS BROWNE'S REPLY TO PLAINTIFF'S CORRECTED
MEMORANDUM IN OPPOSITION TO DEFENDANT'S RULE 59(e) AND RULE 60(b)
MOTIONS

COMES NOW Defendant Cedric Javus Browne, appearing pro se, and respectfully submits this
Reply to Plaintiff's Corrected Memorandum in Opposition to Defendant's Rule 59(e), SCRCP,
and Rule 60(b), SCRCP, motions.

I. INTRODUCTION

1. Plaintiff's Corrected Memorandum states that it was filed to correct a typographical error concerning the hearing date and to clarify that the hearing occurred on April 8, 2026.
2. Defendant does not object to correction of a typographical error if the corrected date accurately reflects the hearing date.
3. However, correcting the hearing date does not cure the service, jurisdiction, due process, accounting, and prejudice issues raised in Defendant's pending Rule 59(e) and Rule 60(b) motions.
4. Plaintiff's Corrected Memorandum asks the Court to deny Defendant's pending motions and allow the foreclosure sale scheduled for August 3, 2026 to proceed.
5. Defendant respectfully requests that the Court reject Plaintiff's waiver argument, stay all foreclosure sale and enforcement activity, and grant Defendant's pending post-judgment motions.

II. DEFENDANT PRESERVED PERSONAL JURISDICTION AND SERVICE OBJECTIONS IN HIS FIRST RESPONSIVE FILING

6. Plaintiff argues that Defendant waived personal jurisdiction because Defendant attended and participated in the April 8, 2026 hearing.
7. Defendant respectfully disagrees.

**Exhibits in support of defendant Cedric Javus Browne's Reply to Plaintiff's
Corrected Memorandum in Opposition to Defendant's Rule 59(e) and Rule
60(b) Motions**

**** COVER PAGE ****

Date: June 08, 2026

****EXHIBITS****

Exhibit C — Master's Report and Order of Foreclosure and Sale

EXHIBIT D

Affidavit of Cedric Javus Browne

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM HORRY COUNTY

Alan D. Clemmons, Master-in-Equity

App. Case No. 2026-001570

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

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.

AFFIDAVIT OF CEDRIC JAVUS BROWNE IN SUPPORT OF VERIFIED PETITION

AND, IN THE ALTERNATIVE, FOR EX PARTE RELIEF UNDER RULE 241(d)(6),

SCACR

PERSONALLY APPEARED before me, Cedric Javus Browne, who, being duly sworn, deposes and states as follows:

1. I am the Appellant in the above-captioned matter and the Defendant in the underlying action, Shaftesbury Green Property Owners Association, Inc. v. Browne, et al., Case No. 2025-CP-26-00500, in the Court of Common Pleas, Horry County. I make this affidavit from my own personal knowledge, and if called to testify I could and would competently testify to the matters stated herein.
2. I own, together with Michelle Eblen, the real property located at 633 Notting Hill Court, Conway, South Carolina 29526 ("the Property"), which is my primary residence.
3. On April 22, 2026, the Master-in-Equity entered the Master's Report and Order of Foreclosure and Sale. Finding of Fact 4 of that Order states that my default was set aside based on lack of actual service and that I was permitted to participate in the hearing and offer any defenses I chose to raise.
4. On June 8, 2026, I filed a Reply to Plaintiff's Corrected Memorandum in Opposition to my Rule 59(e) and Rule 60(b) Motions, attaching the Master's Report and Order of Foreclosure and Sale, including Finding of Fact 4, as Exhibit C. That Reply was served on Respondent's counsel and was before the Master when he ruled on my pending motions.
5. On June 29, 2026, the Master entered an Order denying my Motion to Alter, Amend and Set Aside Judgment and my Motion to Stay, stating twice that I "is in default" (as the Order itself phrases it), without addressing or acknowledging Finding of Fact 4 of his own April 22, 2026 Order.
6. On September 18, 2026, and electronically filed September 21, 2026, the Master entered an Order Imposing Appeal Bond and Approving Stay, requiring a supersedeas bond in the

amount of \$103,263.31 to be fully obtained and posted with the Horry County Clerk of Court within ten (10) days of the date of the order, absent which the foreclosure sale will be conducted on November 2, 2026.

7. I have not received a mailed copy of the September 18/21, 2026 Bond Order as of the date of this affidavit. I learned of its terms only through electronic filing access.
8. The ten-day compliance period referenced in Paragraph 6 above expires on or about September 28, 2026. I am not able to obtain a supersedeas bond of \$103,263.31 with two corporate sureties within that time, and I have separately challenged the amount and terms of that bond in my Notice of Master's Ruling and Renewed Petition, filed with this Court on September 21, 2026, which remains pending.
9. Absent relief from this Court, the Property will be sold at judicial sale on November 2, 2026, or immediately upon expiration of the ten-day compliance period described above, whichever occurs first.
10. The loss of the Property by judicial sale would be irreparable. The Property is my primary residence, and I have equity in the Property that would be lost upon a completed sale. A completed sale would also moot my pending appeal and the arguments raised in the accompanying Verified Petition, because the relief requested — vacatur of the portions of the June 29, 2026 Order resting on the contradicted default finding — would no longer be capable of restoring the Property to me.
11. My life partner, Michelle Eblen, co-owner of the Property, has ongoing medical needs arising from spine surgery and is in a continuing period of recovery. Displacement from the Property during this period would cause additional and irreparable harm to her.

12. I am filing the accompanying Verified Petition, together with this affidavit, with this Court because the specific defect raised — the contradiction between Finding of Fact 4 of the April 22, 2026 Order and the June 29, 2026 Order — was already placed before the Master, attached as an exhibit to my own June 8, 2026 filing, and was not addressed in his ruling. A renewed application to the Master raising the identical, already-presented contradiction would not present him with any new question and, given the compliance deadline described in Paragraph 8 above, cannot practicably be completed before the deadline expires.
13. I am serving a copy of the Verified Petition and this affidavit upon Mark A. Nappier, Esquire, counsel for Respondent, by electronic mail to his primary e-mail address as listed in the Attorney Information System (AIS) and by United States Mail, contemporaneously with the filing of this Petition, and am providing Respondent's counsel the same opportunity to be heard as this Court's ordinary procedures allow. To the extent this Court determines that the time remaining before the compliance deadline or the November 2, 2026 sale date does not allow for Respondent to be heard before relief is necessary to prevent the harm described above, I request that any relief granted on an ex parte basis be only so limited in duration as is necessary to allow Respondent an opportunity to respond.
14. I make this affidavit in support of the accompanying Verified Petition and in support of, in the alternative, ex parte relief under Rule 241(d)(6), SCACR.

FURTHER, AFFIANT SAYETH NOT.



Cedric Javus Browne

Sworn to before me this 25th day of September, 2026.



Notary Public for South Carolina

My Commission Expires: 04/16/2034

