

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

App. Case No. 2026-001570

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

Appeal From Horry County

Alan D. Clemmons, Master-in-Equity

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.

**APPELLANT'S NOTICE OF MASTER'S RULING ON PETITION FOR WRIT OF
SUPERSEDEAS AND RENEWED PETITION FOR REVIEW OF SECURITY FIXED
ON REMAND**

Appellant Cedric Javus Browne, appearing pro se, respectfully files this Notice of the Master's Ruling on his Petition for Writ of Supersedeas, in compliance with this Court's Order of July 22,

2026, and respectfully renews his request that this Court review the terms of security fixed on remand.

I. NOTICE OF MASTER'S RULING

This Court's Order dated July 22, 2026, directed: *"Appellant shall provide this court with a copy of the master's written order regarding the petition for writ of supersedeas within ten days of receiving notice of the ruling."*

Master-in-Equity Alan D. Clemmons has now ruled. The Master's Order Imposing Appeal Bond and Approving Stay was electronically signed on September 18, 2026, and electronically filed with the Horry County Clerk of Court on September 21, 2026 (Case No. 2025-CP-26-00500). Appellant received notice of the ruling by electronic mail from Respondent's counsel on September 21, 2026. A true and correct copy of the Master's Order is attached hereto as Exhibit A. This Notice is filed within ten (10) days of Appellant's receipt of notice of the ruling and satisfies the above-quoted requirement of this Court's July 22, 2026 Order.

II. JURISDICTION AND STANDARD GOVERNING THIS COURT'S REVIEW

Rule 205, SCACR, "Effect of Appeal," 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."*

While Rule 205 commits the initial supersedeas determination to the lower court, it does not divest this Court of its exclusive jurisdiction over the appeal itself, including the terms on which relief affecting that appeal is conditioned.

Rule 241(c)(3), SCACR, provides: *“The granting of supersedeas or the lifting of the automatic stay under this Rule may be conditioned upon such terms, including but not limited to the filing of a bond or undertaking . . . as [the court] may deem appropriate.”*

Appellant respectfully submits that this authority, read together with Rule 205's reservation of exclusive appellate jurisdiction, permits this Court to review whether the terms fixed by the Master on remand are themselves consistent with the controlling statute the Master's own Order purports to apply.

III. ARGUMENT

The Master's Order rests its own authority on S.C. Code Ann. § 18-9-170 — it is the statute the Order's own Conclusions of Law invoke as the source of the Master's power to require security in the first place. That is also the statute that limits what may be required. Its full text, verified against the South Carolina Code of Laws (S.C. Code Ann. § 18-9-170, Title 18, Chapter 9), provides:

“If the judgment appealed from direct 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; and in case the land shall be unimproved land, then in any action or proceedings now pending or hereafter begun in any of the courts of this State the undertaking shall further provide for the payment by appellant, if the judgment be affirmed, of any taxes due at the time of the appeal or already paid by the mortgagee, or becoming due during the pendency of the appeal, and also for the payment by appellant of the interest on the debt falling due during the pendency of such appeal.”

This is a judgment directing the sale of land to satisfy a lien, on improved, occupied residential real estate — not unimproved land; the September Order's own security is computed on the premise that Appellant continues to occupy and use the property, and Section C of the Order confirms Respondent's right to inspect for waste “throughout the appeal process.” Applied to these undisputed facts, the statute permits three things: (1) a waste covenant; (2) a rental-value component, capped at any deficiency; and, only where the land is unimproved, (3) taxes and pendency interest. It does not mention insurance or homeowners association assessments at all.

A. The Rental-Value Component (\$72,000.00) Is Capped at the Deficiency, and the Deficiency Is Zero.

The Master's Order incorporates the statute's cap into its own operative terms: Section D limits the sureties' payout obligation to Respondent to “the amount of any deficiency entered for the failure of the sale proceeds to cover the full judgment debt.” The Master's Report and Order of Foreclosure and Sale, entered April 21-22, 2026, records that a personal or deficiency judgment against Appellant was waived. Because no deficiency can be entered against a waived deficiency judgment, the ceiling the statute — and the Order's own Section D — adopts is zero. The September Order nonetheless computes \$72,000.00 in rental value under the statute's use-and-occupation language without applying the cap that same clause imposes. This is an inconsistency on the face of the Order itself: it recites the controlling cap in its Conclusions of Law and then calculates an amount the cap forecloses.

B. The Tax and Interest Components (\$10,507.14 and \$2,929.59), and the Insurance and Assessment Components (\$6,855.00 and \$945.00), Have No Basis in the Statute for Improved Land.

The statute's only provision for taxes or pendency interest is the clause quoted above beginning “and in case the land shall be unimproved land.” The property here is improved, occupied residential real estate. That clause accordingly does not apply, and neither the \$10,507.14 in taxes (Finding 8) nor the \$2,929.59 in judgment interest (Finding 11) has a textual home in the statute the Order invokes as its authority. Insurance (\$6,855.00, Finding 9) and homeowners association assessments (\$945.00, Finding 10) fare no better under either reading of the statute — improved or unimproved — because § 18-9-170 does not mention insurance or association assessments anywhere in its text.

C. The Tax Component Independently Duplicates an Obligation the Original Judgment Already Assigns to the Purchaser.

Apart from the statutory defect in Argument B, the tax component duplicates a separate obligation. The Master's Report and Order of Foreclosure and Sale — the original judgment from which this appeal is taken — provides, at paragraph 18: *“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,”* and *“Purchaser to pay for the preparation of the deed (including deed stamps), costs of recording the deed and all past due real property taxes.”*

This term has not been modified, vacated, or superseded by the September 18/21, 2026 Order, which stays the sale but does not disturb the original judgment's sale terms. Because the sale is stayed rather than vacated, paragraph 18(e) will govern whatever sale eventually occurs, and the “past due real property taxes” the purchaser will then owe will necessarily include taxes accruing during the appeal's pendency — the same years the September Order's Finding 8 already charges to Appellant. Neither order acknowledges or offsets the other.

D. These Objections Were Raised and Preserved Below.

Appellant raised the applicability of § 18-9-170's deficiency cap and its unimproved-land conditions at the August 20, 2026 hearing before the Master and in his Renewed Emergency Petition for Writ of Supersedeas and for Review of Security Fixed on Remand, filed with this Court on August 21, 2026. The issue is accordingly preserved for this Court's review.

E. This Is the Same Defect That Caused This Court to Remand on July 22, 2026.

This Court's July 22, 2026 Order remanded this exact issue to the Master because: *"There is no indication in the order that the master considered section 18-9-170 or Appellant's request to waive, reduce, or narrowly tailor any bond or security requirement."*

On remand, the Master's September 18/21, 2026 Order now quotes § 18-9-170 in full — but, as shown above, computes the security under terms the statute's own quoted language forecloses or never authorizes. The defect this Court identified as grounds for remand — a security figure untethered to § 18-9-170's actual terms — persists in substance, notwithstanding the Order's new citation to the statute. Appellant brings this to the Court's attention now so the issue is squarely before it, whether or not this Court elects to act on it before the security is posted.

F. Appellant's September 3, 2026 Objection to the Forfeiture Provisions in Sections A and H Was of Record Before the Master Signed, and Both Provisions Were Signed Unchanged.

On September 3, 2026, Appellant filed an Objection to Sections A and H of the proposed order and requested that both be stricken prior to signature, arguing: *"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. Section H therefore secures nothing. It penalizes."* A true and correct copy of the September 3, 2026 Objection is attached hereto as Exhibit B.

The September 18/21, 2026 Order retains both provisions verbatim. Section 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.”

Section 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.”

No statute authorizes either provision. S.C. Code Ann. § 18-9-170 describes only what the undertaking itself must provide — a waste covenant and a rental-value component capped at any deficiency; Rule 241(c)(3), SCACR permits the Court to condition supersedeas “upon such terms . . . as [the court] may deem appropriate,” but a condition of security is not the same thing as a forfeiture triggered by any noncompliance, however immaterial, with no opportunity to cure. Once security in the amount this Court fixes is posted, Respondent is protected against the harm § 18-9-170 contemplates; a technical or immaterial lapse does not reduce that protection. Appellant's September 3, 2026 Objection was of record before the Order signed. The Order does not address it.

G. Before Signing the September 18/21, 2026 Order, the Master Recharacterized Appellant's September 3, 2026 Objection as an Unfiled Motion for Reconsideration and Denied It, Without Any Response or Objection Filed by Counsel for Respondent.

On an SCRC Form 4CE, electronically signed September 7, 2026 and filed September 8, 2026, the Master entered the following, in full: *“The court acknowledges documents filed in the Horry County Public Index that appear to support a premature Motion for Reconsideration of the ruling pursuant Mr. Browne's Motion for Writ of Supersedeas heard August 20, 2026. This ruling, along with a proposed Order has been communicated to the parties via electronic mail for review. To date, no Order regarding the Motion for Writ of Supersedeas has been entered. Mr. Browne's Motion for Reconsideration is premature and is therefore denied.”*

Appellant filed no motion for reconsideration of anything. The only document of record was Appellant's September 3, 2026 Objection to Sections A and H of the then-unsigned proposed order, described above. Counsel for Respondent filed no motion, response, or objection directed to that Objection. The September 7/8, 2026 Order recharacterizes Appellant's Objection as a “Motion for Reconsideration” of an August 20, 2026 “ruling,” and denies it as premature — on its own terms, without any filing from Respondent addressing the subject, and while acknowledging in the same sentence that “no Order regarding the Motion for Writ of Supersedeas has been entered.” The Order later signed September 18, 2026, and now before this Court, retains Sections A and H exactly as Appellant's September 3, 2026 Objection described them, without addressing that Objection on its merits at any point in the interim.

Appellant does not allege bias, prejudice, or improper motive in the entry of the September 7/8, 2026 Order. He states only that the characterization of his filing, and the denial of it, occurred without a motion from him and without any response from Respondent, and leaves this Court to weigh that sequence on its own terms in reviewing the security fixed on remand.

IV. RELIEF REQUESTED

WHEREFORE, Appellant respectfully requests that this Court: (1) accept this Notice as satisfying the reporting requirement of its July 22, 2026 Order; (2) review the \$103,263.31 security fixed by the Master's September 18/21, 2026 Order against the full text of S.C. Code Ann. § 18-9-170, which the Order's own Conclusions of Law invoke as its authority; (3) correct the security to no more than \$10,026.58 — the judgment amount itself — as none of the \$93,236.73 fixed above that amount is authorized by the statute on the undisputed facts of record; (4) strike or limit Sections A and H's forfeiture provisions, or in the alternative require notice and a reasonable opportunity to cure before either is triggered, consistent with Appellant's September 3, 2026 Objection already of record below; and (5) in the alternative, stay enforcement of the Order's ten-day compliance deadline pending this Court's review, together with such other and further relief as this Court deems just.

TABLE OF AUTHORITIES (alphabetized 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. § 18-9-170.

Rules:

Rule 205, SCACR.

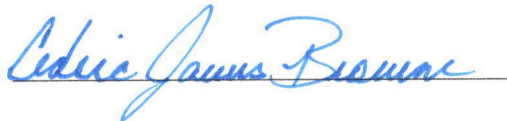
Rule 208(b)(1)(A), SCACR.

Rule 241(c)(3), SCACR.

Rule 241(d)(1), SCACR.

Rule 267, SCACR.

Respectfully submitted,



Cedric Javus Browne, Appellant, Pro Se

633 Notting Hill Court

Conway, South Carolina 29526

(843) 796-8386

plainjane9955@gmail.com

Dated: September 21, 2026

CERTIFICATE OF SERVICE

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

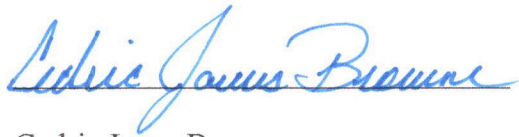
Mark Andrew Nappier, Esquire

Nappier, Risher & Hardin, LLC

3575 Highway 17 Business

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Murrells Inlet, South Carolina 29576

A handwritten signature in blue ink that reads "Cedric Javus Browne". The signature is written in a cursive style with a horizontal line underneath the name.

Cedric Javus Browne

Dated: September 21, 2026