

RECEIVED

Sep 21 2026

SC Court of Appeals

EXHIBIT A

Master's Order Imposing Appeal Bond and Approving Stay

(Signed September 18, 2026; Electronically Filed September 21, 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 ORDER IMPOSING APPEAL
	)	BOND AND APPROVING STAY
vs.	)	
	)	
CEDRIC JAVUS BROWNE;	)	
MICHELLE EBLN;	)	
NATIONSTAR MORTGAGE, LLC;	)	
AMERICAN EXPRESS	)	
NATIONAL BANK; BANK OF	)	
AMERICA NA; TD BANK USA,	)	
N.A.; AND PORTFOLIO	)	
RECOVERY ASSOCIATES, LLC;	)	
	)	
Defendants.	)	

This matter came before me on August 20, 2026 via WebEx,, for a hearing pursuant to a directive from the South Carolina Court of Appeals to address Defendant Cedric Javus Browne's ("Browne") Emergency Motion for Writ of Supersedeas pending the appeal of the Masters Report and Order for Foreclosure and Sale filed April 22, 2026 ("Foreclosure Order"). Present at the hearing were Plaintiff's counsel, Mark Nappier, Esq. and Browne. Based upon the pleadings the filed affidavits, arguments of counsel and Browne, I make the following Findings of Fact:

Findings of Fact

1. The Foreclosure Order provides for property belonging to Browne and Defendant Michelle Eblen, located at 633 Nottingham Ct., Conway, South Carolina, 29526 ("the Property"), was to be sold at a Master's Sale to satisfy unpaid homeowners assessments, fees and costs.

2. Browne appealed the Foreclosure Order and sought a Writ of Supersedeas to stay the sale during the appeal.

3. On July 22, 2026, the Court of Appeals issued an order granting a temporary stay and remanding the case to this Court for an expedited hearing on Appellant's Petition for Writ of Supersedeas.

4. The sale of the Property is stayed to allow Browne sufficient time to secure a supersedeas bond.

5. The amount of the bond should be determined by the amount of the judgement, interest of 8.75 % per annum falling due on the judgment during the pendency of the appeal, reasonable rental value for the use and occupation of the property, taxes becoming due during pendency of the appeal and the costs of insurance and assessments that may come due during the pendency of the appeal.

6. I find that pendency of the appeal could take thirty-six (36) months.

7. I find that based upon other advertised rental rates of homes in the Conway area of similar residences, a reasonable rent during the pendency of the appeal would be \$2,000 per month for total rent over thirty-six months of \$72,000.00.

8. I find that based upon the 2025 tax bill, property taxes are \$3,502.38 per year, which would total \$10,507.14 in taxes over the next three years.

9. I find that insurance costs for residences similar to the Property are \$2,285.00 per year or \$6,855.00 over a span of three years.

10. I find that the cost of annual assessments should be included in the bond and the Plaintiff Association currently charges \$315 per year, which assessments would total \$945.00 over the next three years.

11. The judgment of \$10,026.58 has accrued interest of 8.75% or \$2.40 per day since the Foreclosure Order was entered. Through August 24, 2026 said

judgment has accrued interest of \$297.60 and over the next thirty-six months will accrue additional interest of \$2,631.99.

12. Based upon the above, the total amount of the undertaking should be established as \$103,263.31 and must be obtained under the terms and conditions set forth below.

I make the following Conclusions of Law:

Conclusions of Law

1. Pursuant to Rule 241, SCACR, this Court retains jurisdiction after the filing of an appeal to consider whether a supersedeas bond is necessary to preserve jurisdiction of the appeal and has the full discretion to establish the conditions of any supersedeas bond that is imposed upon the appellant.

2. Rule 241, SCACR establishes that the filing of a notice of appeal in foreclosure case does not automatically stay the relief ordered in the form of a judicial sale. A party that wishes to stay the foreclosure sale must move for an order imposing a supersedeas of matters decided in the order on appeal after service of the notice of appeal. SCACR, Rule 241(c)(1).

3. S.C. Code Ann. §18-9-170 states that an execution of a judgment directing the sale of real property shall not be stayed unless the following requirements are met:

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.

4. S.C. Code Ann. §18-9-170 further establishes specific additional criteria in the event the judgment directs the sale of land to satisfy a lien on the property:

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.

IT IS THEREFORE ORDERED:

1. That the judicial sale of the Subject Property will be stayed upon Browne's compliance with the following terms:

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.

B. Terms and Amount of Supersedeas Bond Pursuant to S.C. Code Ann. §18-9-170. In addition to the requirements outlined above, S.C. Code Ann. §18-9-170 establishes that a monetary bond may be required to stay the execution of a judgment directing the sale of real property and outlines the requirements for calculating the amount of the bond. First, this section establishes that the bond must be a written execution with two sureties. S.C. Code Ann. §18-9-170. Second, the bond must provide that during the time the appellants continue to possess the property they will not commit or suffer to be committed any waste to the property and if the judgment is affirmed they will pay the value of the use and occupation of the property from the time of the undertaking until the delivery of possession pursuant to the judgment. Id. Finally, the bond must provide that in the event the judgment is affirmed and the property is sold for less than the judgment debt and costs, appellant should pay for any waste committed or suffered to be committed on the land plus a reasonable rental value for the use and occupation of the land from the time of the undertaking until the time of the foreclosure sale. Id.

C. Right to Inspect.

Plaintiff shall have the right to immediately and thoroughly inspect the entire premises in order to establish a baseline for the occurrence of any future waste. Plaintiff shall maintain its right to inspect throughout the appeal process.

D. Undertaking.

Defendant shall enter into an undertaking in an amount of the judgment amount (\$10,026.58) plus accrued interest since entry of judgment and anticipated interest for a period of thirty-six (36) months (\$2,929.59) and rental value equivalent to thirty-six (36) months of \$2,000.00 per month (\$72,000.00) with taxes, insurance and assessment payments of \$6,102.38 per year for an anticipated thirty-six (36) months

(\$18,307.14) , which the court rules to be a reasonable market rental value. The total amount of the undertaking should be established as **\$103,263.31**. Said undertaking shall be payable to Plaintiff in the event Plaintiff's judgment is affirmed on appeal ("Bond"). Upon remittitur and after the judicial sale of the Property, if a deficiency exists the obligor under the Bond shall pay over to Plaintiff the proceeds of the Bond in cash, but only up to the amount of any deficiency entered for the failure of the sale proceeds to cover the full judgment debt.

E. Sureties.

This Bond must be secured by two sureties, which are surety companies authorized to do business in the State of South Carolina. This court will not accept sureties signed by the Defendant in this action.

F. In the event Plaintiff's judgment is reversed on appeal, the Bond shall be restored, and all obligations of the sureties shall be cancelled.

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.**

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.

IT IS SO ORDERED.

[JUDGE'S SIGNATURE PAGE TO FOLLOW]



Horry Common Pleas

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

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

RECEIVED

Sep 21 2026

SC Court of Appeals

EXHIBIT B

Appellant's Objection to Sections A and H of the Proposed Order

(Filed September 3, 2026)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY	)	FIFTEENTH JUDICIAL CIRCUIT
Shaftesbury Green Property Owners Association, Inc.,	)	C.A. No. 2025-CP-26-00500
Plaintiff/Respondent,	)	App. Case No. 2026-001570
vs.	)	APPELLANT'S OBJECTION TO PROPOSED SECTIONS A AND H OF THE DRAFT ORDER AND REQUEST THAT THEY BE STRICKEN PRIOR TO SIGNATURE
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.	)	

FILED
HORRY COUNTY
2026 SEP - 3 P 4:47
RENEE N. ELY
CLERK OF COURT
HORRY COUNTY

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]."

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

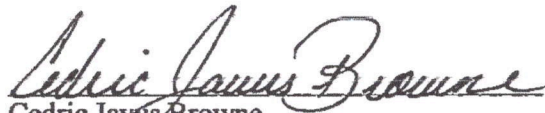
S.C. Code Ann. § 18-9-180

Rules

Rule 205, SCACR

Rule 241(c)(2), SCACR

Respectfully submitted,



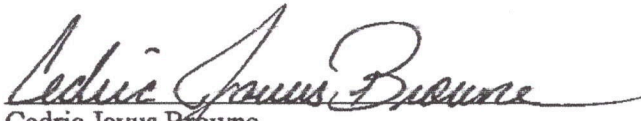
Cedric Jayus Browne
Defendant/Appellant, Pro Se
633 Notting Hill Court
Conway, South Carolina 29526
(843) 796-8386
plainjane9955@gmail.com

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 4:47
RENEE M. ELVIS
CLERK OF COURT
HORRY COUNTY, SC