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Oct 12 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM HORRY COUNTY

Court of Common Pleas

Alan D. Clemmons, Master in Equity

Appellate Case No. 2026-001570

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.

REPLY TO RESPONDENT'S RETURN TO PETITION TO VACATE JUDGMENT

INTRODUCTION

Respondent's Return makes three arguments: (1) that the issue is not preserved because Appellant "never obtained a ruling from the Master" (Return at 2); (2) that "Browne's default was never legally set aside" and that Paragraph 4 of the Master's April 22, 2026 Report and Order of Foreclosure and Sale ("Foreclosure Order") was "at most, a harmless scrivener's or factual error" (Return at 1); and (3) that the Master "indisputably possessed" personal jurisdiction, so Rule 60(b)(4), SCRCP, does not apply (Return at 4). Each argument is answered by the record, including Respondent's own filings in the court below.

The question at the center of the Petition is narrow: was Appellant in default? The Foreclosure Order says his default was set aside. The Master's June 29, 2026 Order says he "is in default." Respondent told the Master in May 2026 that Appellant's default motion was granted; it now tells this Court the default was never set aside. The answer matters because it decides whether Appellant's Answer, and the defenses of insufficient service and lack of personal jurisdiction pleaded in it, were ever properly before the court. No order has decided those defenses on their merits.

ARGUMENT

I. THE DEFAULT AND PERSONAL-JURISDICTION ISSUES WERE RAISED TO, AND RULED UPON BY, THE MASTER.

Respondent relies on Wilder Corp. v. Wilke, 330 S.C. 71, 497 S.E.2d 731 (1998), Noisette v. Ismail, 304 S.C. 56, 403 S.E.2d 122 (1991), and Elam v. South Carolina Dept. of Transp., 361 S.C. 9, 602 S.E.2d 772 (2004), for the rule that an issue must be raised to and ruled

upon by the trial court, and that a party whose issue is not addressed must seek a ruling under Rule 59(e), SCRCP. The record shows Appellant did both.

On May 1, 2026, Appellant filed a Motion to Alter or Amend Judgment under Rule 59(e), SCRCP, and a Motion to Set Aside Judgment under Rule 60(b), SCRCP. The Rule 59(e) motion stated: "The Court expressly determined that Defendant was not properly served and set aside the default on that basis." The Rule 60(b) motion stated that "the Court expressly determined that Defendant had not been actually served and set aside the default on that basis." Both motions sought relief for lack of personal jurisdiction. Respondent acknowledged as much below. Its Corrected Memorandum in Opposition to those motions stated that "Browne's Motions both allege entitlement to relief on the grounds of the court not having personal jurisdiction over Browne." (Exhibit 1.) On June 8, 2026, Appellant's reply in support of those motions attached the Foreclosure Order, including Paragraph 4, as an exhibit. (Petition, Exhibit C.)

The Master then ruled. His June 29, 2026 Order states, as to the May 1 motions:

> "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."

The same order repeats, in denying the June 11, 2026 Motion to Stay, that "Defendant Cedric Browne is in default by failing to file a timely answer after service by publication was completed in June of 2025." The Master therefore decided the very question the motions presented: whether Appellant stood in default notwithstanding Paragraph 4. He decided it against Appellant. An adverse ruling on an issue is a ruling on that issue. Respondent's authorities require that the issue be raised and ruled upon; they do not require that the ruling be favorable, or that the trial court expressly reconcile its own conflicting orders.

Respondent also faults Appellant because, "after entry of the June 29, 2026 Order, Appellant did not move for reconsideration requesting that the Master clarify the alleged inconsistency between the two orders." (Return at 2.) Respondent cites no authority requiring a further motion to reconsider an order that itself disposed of a Rule 59(e) motion. Moreover, once this appeal was pending, the Master could not correct either order or entertain a renewed motion for relief without this Court's leave. Rule 60(a), SCRCP, provides that clerical mistakes "may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal, leave to correct the mistake must be obtained from the appellate court." Rule 60(b), SCRCP, likewise provides: "During the pendency of an appeal, leave to make the motion must be obtained from the appellate court." The relief Respondent says Appellant should have sought from the Master is relief that, under Rule 60, must come through this Court.

II. THE MASTER SET ASIDE APPELLANT'S DEFAULT; PARAGRAPH 4 IS NOT A SCRIVENER'S ERROR.

Respondent concedes that "[t]he April 22, 2026 foreclosure order contains language stating that Browne's default was set aside." (Return at 3.) Paragraph 4 of the Foreclosure Order states, in full:

> "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."

Paragraph 4 is not an isolated phrase. The paragraphs that follow it identify which defendants remained in default, and Appellant is not among them: "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." The Foreclosure Order thus distinguishes, defendant by defendant, between parties in default and Appellant, whose default had been set aside.

Respondent's account of these events has also changed. In its Corrected Memorandum in Opposition to Appellant's May 1, 2026 motions, Respondent told the Master: "When Browne did not answer the Complaint, he was held in default. However, prior to the originally scheduled hearing of March 24th, Browne challenged his default alleging he was not properly served and that he should not be held in default and be permitted to defend himself. The Court granted the Motion . . . ." (Exhibit 1.) Respondent filed that Corrected Memorandum on June 1, 2026, for the stated purpose of correcting "a typographical error in the 'Jurisdiction' portion of the original

Memorandum" concerning the hearing date. It corrected the date and left unchanged its statement that "[t]he Court granted the Motion." (Id.) In its Return, Respondent tells this Court that "the record demonstrates that Browne's default was never legally set aside." (Return at 1.) Appellant sets the two statements side by side and leaves their weight to the Court.

Respondent's remaining point is that "no written order exists granting relief under Rule 55(c), SCRCP." (Return at 3.) Rule 55(c), SCRCP, provides in full: "For good cause shown the court may set aside an entry of default and, if a judgment by default has been entered, may likewise set it aside in accordance with Rule 60(b)." Nothing in that text requires a separate order, and Respondent cites no authority that does. In any event, the Master's finding that he set aside Appellant's default appears in a written order: the signed and entered Foreclosure Order itself.

Nor can Paragraph 4 be set aside by labeling it a scrivener's error in a brief. Rule 60(a), SCRCP, quoted above, provides the procedure for correcting a mistake in an order: correction "by the court," and, during an appeal, only with this Court's leave. No party has sought that relief. Paragraph 4 therefore remains part of the Foreclosure Order as entered.

III. THE CONFLICT BETWEEN THE ORDERS IS NOT HARMLESS.

Appellant does not dispute the general rule stated in Fields v. J. Haynes Waters Builders, Inc., 376 S.C. 545, 658 S.E.2d 80 (2008), that error alone does not warrant reversal without prejudice. The default question, however, is not a technicality here, for two reasons.

First, the June 29, 2026 Order relies on Appellant's default, twice, as a stated ground for denying his Rule 59(e) motion, his Rule 60(b) motion, and his Motion to Stay. A premise on

which the denial of all three motions rests is not harmless to the party whose motions were denied.

Second, the default question decides whether Appellant's jurisdictional defenses were ever properly before the court. Appellant's Answer, filed March 20, 2026, pleaded insufficient service of process, improper service by publication, and lack of personal jurisdiction, and moved to dismiss "pursuant to Rule 12(b)(2), (4), and (5), SCRCP for lack of jurisdiction and insufficient service." (Exhibit 2.) Rule 12(h)(1), SCRCP, provides:

> "A defense of lack of jurisdiction over the person, improper venue, insufficiency of process, insufficiency of service of process, or that another action is pending between the same parties for the same claim is waived (A) if omitted from a motion in the circumstances described in subdivision (g) or (B) if it is neither made by motion under this rule nor included in a responsive pleading or an amendment thereof permitted by Rule 15(a) to be made as a matter of course."

Appellant made these defenses both by motion and in his responsive pleading. If his default was set aside, as Paragraph 4 states, those defenses were properly before the Master, yet the Foreclosure Order does not rule on the motion to dismiss. Its only finding on service is Paragraph 3: "Service was made upon the Defendants named in this Report by service as is shown by the proofs of service filed herein." If instead Appellant remained in default, as Respondent now contends, the judgment against him rests on service by publication alone, which is the very service his Answer challenged. On either reading, whether the court acquired personal jurisdiction over Appellant has never been decided on its merits.

Respondent's no-prejudice argument rests on Appellant having been "permitted to participate fully in the April 8, 2026 hearing." (Return at 3.) Below, Respondent relied on that same participation to argue that Appellant waived his personal-jurisdiction objection by appearing after the default was set aside. (Exhibit 1.) Respondent now argues that the default was never set aside at all. Respondent's position on the default cannot be both.

IV. WHETHER THE COURT ACQUIRED PERSONAL JURISDICTION IS PROPERLY BEFORE THIS COURT UNDER RULE 60(b)(4), SCRCP.

Appellant accepts the standard Respondent draws from McDaniel v. U.S. Fidelity and Guar. Co., 324 S.C. 639, 478 S.E.2d 868 (Ct. App. 1996): a judgment may be attacked as void where the court lacked personal jurisdiction. (Return at 3–4.) That is the question here.

Service of process under Rule 4, SCRCP, "confers personal jurisdiction on the court and assures the defendant of reasonable notice of the action," and "[t]he plaintiff has the burden to establish that the court has personal jurisdiction over the defendant." Moore v. Simpson, 322 S.C. 518, 473 S.E.2d 64, 66 (Ct. App. 1996). Respondent asserts that the Master "indisputably possessed . . . personal jurisdiction over the parties." (Return at 4.) It points to nothing in the record to carry that burden. The Master found that actual service was lacking. (Foreclosure Order ¶ 4.) The only other service in the record is publication, which Appellant timely challenged under Rule 12 and which no order has adjudicated. A jurisdictional question that the court below never decided is not answered by Respondent's assertion that it is indisputable.

CONCLUSION

For these reasons, Appellant respectfully requests that this Court (1) find that the default and personal-jurisdiction issues were raised to and ruled upon by the Master; (2) find that the Foreclosure Order set aside Appellant's default and that the June 29, 2026 Order's contrary premise cannot stand with it; (3) vacate the Master's Report and Order of Foreclosure and Sale as void under Rule 60(b)(4), SCRCP, and dismiss the action as to Appellant for lack of personal jurisdiction, as requested in Appellant's Rule 60(b) motion filed May 1, 2026; and (4) grant such other and further relief as this Court deems just and proper.

October 12, 2026

Cedric Javus Browne, Appellant, Pro Se

633 Notting Hill Court

Conway, South Carolina 29526

Telephone: (843) 796-8386

E-mail: plainjane9955@gmail.com

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Oct 12 2026

SC Court of Appeals

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of October, 2026, I served a true and correct copy of the foregoing Reply to Respondent's Return to Petition to Vacate Judgment, together with its

Exhibits 1 and 2, upon counsel of record for Respondent by United States Mail, first class, postage prepaid, and by electronic mail, addressed as follows:

Mark A. Nappier, Esq.

Joye, Nappier, Risher & Hardin, LLC

3575 Highway 17 Business

Murrells Inlet, South Carolina 29576

Cedric Javus Browne

EXHIBIT 1

Respondent's Corrected Memorandum in Opposition to Motions to Set Aside, Alter or Amend Judgment
Horry County Court of Common Pleas, Civil Action No. 2025-CP-26-00500
(electronically filed June 1, 2026)

ELECTRONICALLY FILED - 2026 Jun 01 6:09 PM - HORRY - COMMON PLEAS - CASE#2025CP2600500

STATE OF SOUTH CAROLINA)) COUNTY OF HORRY)	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Civil Action Number: 2025-CP-26-00500
SHAFTESBURY GREEN PROPERTY OWNERS ASSOCIATION, INC.)) Plaintiff,)) vs.)) CEDRIC JAVUS BROWNE; MICHELLE EBLEN; NATIONSTAR MORTGAGE, LLC ; AMERICAN EXPRESS NATIONAL BANK; BANK OF AMERICA NA; TD BANK USA, N.A.; AND PORTFOLIO RECOVERY ASSOCIATES, LLC;)) Defendants.)	**CORRECTED MEMORANDUM IN OPPOSITION TO MOTIONS TO SET ASIDE, ALTER OR AMEND JUDGMENT**

This Corrected Memorandum is being submitted to correct a typographical error in the "Jurisdiction" portion of the original Memorandum setting forth that the hearing in this matter was indeed on April 8, 2026, as was correctly stated in the first sentence of the Memorandum.

On April 22, 2026, the Honorable Alan D. Clemmons issued a Master's Report and Order of Foreclosure and Sale ("the Order") after a hearing was held on April 8, 2026, attended by the attorney for the Plaintiff as well as Defendant Cedric Javus Browne ("Browne"). The Order found that the Defendants Cedric Javus Browne and Michelle Eblen owed Plaintiff $10,026.58 in assessments, fees and costs ("the Debt") and ruled that if the sum owed was not paid, Defendant's property at 633 Notting Hill Court, Conway, SC would be sold in the Master's foreclosure sale scheduled for

August 3rd, 2026 to satisfy the Debt. The Defendant Browne filed Rule 59 (e), SCRCP and Rule 60(b), SCRCP Motions to alter, amend or set aside the judgment issued by the Court. The Motions that were received by Plaintiff on May 13, 2026.

Browne's Motions both allege entitlement to relief on the grounds of the court not having personal jurisdiction over Browne and on the grounds that the Plaintiff altered the amount of its claim and that sufficient competent evidence was not presented to substantiate the Debt. None of the claims for relief raised by Browne have merit and the motions of Defendant Browne should be denied.

JURISDICTION

As was made evident through testimony and exhibits, Defendant Browne did not accept correspondence sent to him by certified mail and when a process server attempted service, Browne did not answer the door. Thereafter, the Clerk's office granted an Order of Publication and the Summons in this matter was published three consecutive weeks, which pursuant to SC Code Ann. Section 15-9-710(5) did in fact establish proper service upon Browne. When Browne did not answer the Complaint, he was held in default. However, prior to the originally scheduled hearing of March 24th, Browne challenged his default alleging he was not properly served and that he should not be held in default and be permitted to defend himself. The Court granted the Motion and allowed for a full hearing on the merits to be held April 8, 2026, which the Defendant attended and in which he was permitted to fully participate in his defense. At the April 8th hearing, the Defendant Browne never again raised the issue of personal jurisdiction by the court and made no further motions challenging personal jurisdiction.

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South Carolina courts recognize that "a defendant may waive any complaints he may have regarding personal jurisdiction by failing to object to the lack of personal jurisdiction and by appearing to defend his case" Ex Parte Cannon, 385 S.C. 643, 685 S.E.2d 814 (Ct. App., 2009). In Ex Parte Cannon, the Court of Appeals held that "by appearing and arguing the merits of the action multiple times before the circuit court," a trustee "consented to the circuit court's personal jurisdiction and waived any defense of lack of personal jurisdiction" . The waiver principles apply with particular force to post-judgment motions under Rules 59 and 60. In Colonial Pacific Leasing Corp. v. Taylor, the Court of Appeals held that "a defendant who appears to litigate the merits without properly preserving an objection to personal jurisdiction waives the right to raise the objection in the initial proceeding and is bound by the resulting judgment". Colonial Pacific Leasing Corp. v. Taylor, 326 S.C. 529, 484 S.E.2d (Ct. App. 1997). There clearly is no legitimate claim for lack of personal jurisdiction.

EVIDENCE OF THE DEBT

Ironically, one of the issues the Defendant raises is the Plaintiff's decision to seek **less** than what it initially pled. This reduction in the claim came about due to the manner in which late fees were being calculated by the Association's property manager. This resulted in the Plaintiff seeking only $3,200.00 in late fees from the Defendants for assessments that had remained unpaid for five (5) years. A lowering of the debt was a benefit to the Defendant and certainly not grounds to alter or set aside the judgment in this matter.

The Plaintiff filed an affidavit from its property manager which listed the

charges it was seeking to recover. At the hearing, the Association's President testified regarding the efforts made to collect unpaid assessments from the Defendants and their refusal to make any payments for years while enjoying the benefits of living in the community. Plaintiff introduced multiple statements for dues which were admitted into evidence and which the President explained as setting forth the obligations of the members. Likewise, Defendant was provided the ability to cross-examine the Plaintiff's President regarding the bills submitted and was provided the opportunity to submit evidence of his own to prove he had paid assessments that were alleged due, yet no such evidence was submitted. Also entered into evidence by the Plaintiff was the governing documents of the Plaintiff to which Defendant's property is bound. The Declaration of Shaftesbury Green permits the Plaintiff Association to assess owners for budgeted expenses of the Association and to file liens against property when the assessments are not paid. Such Declaration was shown to permit the charging of late fees and incurred attorney's fees, all of which were supported by the testimony and evidence presented. Plaintiff attempted to collect fines for rules violations of the Defendant Browne, but the court found those allegations were not supported by the evidence and were therefore not permitted to be part of the Plaintiff's damages. This further supports that the Court carefully reviewed all evidence before rendering its decision and calculating the Debt owed Plaintiff.

CONCLUSION

Based upon the arguments set forth above, the Defendant Browne's Motions pursuant to Rule 59(e) and 60(b), SCRCP, should be denied and the Plaintiff should be permitted to proceed with the foreclosure sale of August 3rd, 2026.

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S/ Mark A. Nappier
S.C. 64186
JOYE NAPPIER RISHER & HARDIN
3575 Highway 17 Business
Murrells Inlet, South Carolina 29576
Telephone: 843.357.6454

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EXHIBIT 2

Defendant Cedric Javus Browne's Answer, Affirmative Defenses, and Motion to Dismiss,
with Motion and Order Information Form and accompanying Affidavit
Horry County Court of Common Pleas, Civil Action No. 2025-CP-26-00500
(filed March 20, 2026)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE CIRCUIT COURT

CASE NO.

SHAFTESBURY GREEN PROPERTY OWNERS ASSOCIATION, INC.
☐ Plaintiff

2025 - CP - 26 - 00500

v.

MOTION AND ORDER INFORMATION FORM AND COVER SHEET

CEDRIC JAVUS BROWNE
☒ Defendant.

Plaintiff's Attorney:	Defendant's Attorney:
MARK A. NAPPIER, ESQ., Bar No.	CEDRIC JAVUS BROWNE(SELF-REPRESENTED), Bar No.
Address: 3575 HIGHWAY 17 BUISNESS MURRELLS INLET, SC 29576	Address: 633 NOTTING HILL COURT CONWAY, SC 29526
phone: fax:	phone: (843)796-8386 fax:
e-mail: her:	e-mail: PLAINJANE9955@GMAI her: .COM

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☒ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: DEFENDANT CEDRIC JAVUS BROWNE'S ANSWER, AFFIRMATIVE DEFENSES, AND MOTION TO DISMISS
Estimated Time Needed: Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Cedric Javus Browne
Signature of Attorney for ☐ Plaintiff / ☒ Defendant

03/20/2026
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

FILED
HORRY COUNTY
2026 MAR 20 P 3:44
RENEE M. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Collected by: VH

Date Filed: 3/20/26

☒ MOTION FEE COLLECTED: 25.00
☐ CONTESTED – AMOUNT DUE:

PAID

SCCA/233 (11/03)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY

Civil Action No.: 2025-CP-26-00500

FILED
HORRY COUNTY
2026 MAR 20 P 3:44
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, S.C.

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 ANSWER, AFFIRMATIVE DEFENSES, AND MOTION TO DISMISS

COMES NOW, Defendant, Cedric Javus Browne, appearing pro se, and respectfully responds to the Plaintiff's Complaint as follows:

I. GENERAL DENIAL

Pursuant to Rule 8(b), SCRCP, Defendant denies each and every allegation contained in the Complaint except those expressly admitted herein.

II. RESPONSES TO NUMBERED ALLEGATIONS

1. Defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Plaintiff's corporate status and therefore denies the same.

2. Defendant admits residency in Conway, South Carolina. All remaining allegations are denied.

3. Defendant incorporates prior responses and denies any remaining allegations.

4. Defendant admits the existence of the referenced property in Horry County, South Carolina, but denies all remaining allegations.

5. Defendant admits ownership interest in the property but denies any liability as alleged.

6. Defendant lacks sufficient knowledge to admit the legal conclusions regarding the Declaration and therefore denies the same.

7(a). Defendant denies that Plaintiff holds a valid and enforceable lien.
7(b). Defendant denies that any fines were lawfully imposed.
7(c). Defendant denies Plaintiff's entitlement to foreclosure.
7(d). Defendant denies Plaintiff's entitlement to attorney's fees.

8. Defendant specifically denies owing $16,865.71 or any amount alleged and denies that such charges are valid or enforceable.

9. Defendant denies the validity and enforceability of any alleged lien and denies proper notice.

10–18. Defendant lacks sufficient knowledge to admit or deny allegations concerning other lienholders and therefore denies the same.

19. Defendant denies Plaintiff is entitled to foreclosure.

20. Defendant denies Plaintiff is entitled to any deficiency judgment.

III. AFFIRMATIVE DEFENSES

FIRST DEFENSE – INSUFFICIENT SERVICE OF PROCESS

Plaintiff failed to properly serve Defendant pursuant to Rule 4, SCRCP. The affidavit alleges only four attempts within one week, without demonstrating varied timing, investigation, or reasonable diligence. Such efforts are insufficient as a matter of law.

Authority: Rule 4, SCRCP; *Roche v. Young Bros., Inc.*, 318 S.C. 207 (1995).

SECOND DEFENSE – LEGAL INSUFFICIENCY OF PLAINTIFF'S AFFIDAVIT

The affidavit submitted by Plaintiff is conclusory and fails to establish personal knowledge or specific factual support. It does not detail times, efforts, or investigative steps taken to locate Defendant.

Such affidavit is legally insufficient to support service.

Authority: Rule 56(e), SCRCP; *Bentsen v. Bentsen*, 304 S.C. 140 (1991).

THIRD DEFENSE – FAILURE TO EXERCISE DUE DILIGENCE

Plaintiff failed to exhaust reasonable methods of service, including certified mail, substitute service, and investigation into Defendant's whereabouts. Four attempts within a single week do not constitute due diligence.

Authority: Rule 4(d), SCRCP; *Langley v. Graham*, 281 S.C. 38 (1984).

FOURTH DEFENSE – IMPROPER SERVICE BY PUBLICATION

Upon information and belief, Plaintiff attempted service by publication without first satisfying the statutory requirement of due diligence.

Service by publication is a method of last resort and requires strict compliance. Plaintiff failed to exhaust all reasonable means before resorting to publication, rendering such service defective.

Authority: S.C. Code Ann. § 15-9-710; *Bentsen v. Bentsen*, 304 S.C. 140 (1991).

FIFTH DEFENSE – PUBLICATION WAS NOT REASONABLY CALCULATED TO PROVIDE NOTICE

Even if publication occurred, it was not reasonably calculated to provide notice.

Defendant was out of town caring for a sick family member during the time publication allegedly occurred and therefore could not have seen any such notice.

Plaintiff made no additional effort to ensure actual notice.

Authority: *Mullane v. Central Hanover Bank*, 339 U.S. 306 (1950).

SIXTH DEFENSE – LACK OF PERSONAL JURISDICTION

Because proper service was not effectuated, this Court lacks personal jurisdiction over Defendant. Any judgment entered is void.

Authority: *Moore v. Simpson*, 322 S.C. 518 (1996).

SEVENTH DEFENSE – INCORPORATION OF DEFENDANT'S AFFIDAVIT

Defendant incorporates the **Affidavit of Cedric Javus Browne**, filed contemporaneously, which establishes:

- Defendant was not present during service attempts;
- Defendant did not receive notice;

- Publication was ineffective;
- Plaintiff failed to exercise due diligence;
- Plaintiff's affidavit is inaccurate and insufficient.

EIGHTH DEFENSE – INVALID AND EXCESSIVE HOA ASSESSMENTS

The alleged HOA fines and assessments are excessive, inflated, and not properly noticed. Plaintiff has failed to demonstrate lawful authority or reasonableness of such charges.

Authority: S.C. Code Ann. § 27-30-130.

NINTH DEFENSE – UNCLEAN HANDS AND BAD FAITH

Plaintiff acted in bad faith by pursuing foreclosure without proper notice and relying on inadequate service despite knowledge of Defendant's compromised communications due to identity theft.

TENTH DEFENSE – FAILURE TO STATE A CLAIM

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

Authority: Rule 12(b)(6), SCRCP.

IV. MOTION TO DISMISS

Defendant moves to dismiss pursuant to Rule 12(b)(2), (4), and (5), SCRCP for lack of jurisdiction and insufficient service.

V. PRAYER FOR RELIEF

WHEREFORE, Defendant respectfully requests:

1. Dismissal of the Complaint;
2. Quashing of service;
3. Denial of foreclosure;
4. Denial of deficiency judgment;
5. Such other relief as the Court deems just and proper.

Respectfully submitted,

Dated: March 20, 2026

/s/ Cedric Javus Browne
Cedric Javus Browne, Pro Se
633 Notting Hill Court
Conway, SC 29526

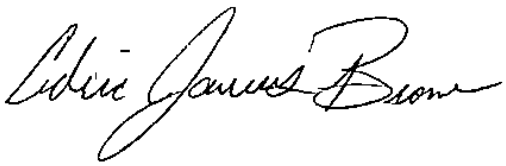
CERTIFICATE OF SERVICE

I certify that a copy of this Answer was served via U.S. Mail to:

Mark A. Nappier, Esq.
3575 Highway 17 Business
Murrells Inlet, SC 29576

Dated: March 20, 2026

/s/ Cedric Javus Browne



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STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Case # 2025-CP-26-00502

AFFIDAVIT OF CEDRIC JAVUS BROWNE

Personally appeared before me, Cedric Javus Browne, who being duly sworn states:

1. I am the Defendant in this action.
2. I was never personally served.
3. I was out of town caring for a sick family member during alleged service attempts.
4. I had no knowledge of any attempts at service.
5. No substitute service was made.
6. No certified mail was received.
7. Plaintiff failed to exercise due diligence.
8. Plaintiff attempted publication.
9. I was not present and could not have seen any publication.
10. I had no knowledge of this lawsuit.
11. Plaintiff made no further effort to notify me.
12. My communications were compromised due to identity theft.
13. Plaintiff was aware of this issue.
14. I was denied the opportunity to defend.
15. Plaintiff's affidavit is inaccurate and insufficient.
16. HOA charges are disputed as excessive and invalid.

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2026 MAR 20 P 3:44
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CLERK OF COURT
HORRY COUNTY, SC

FURTHER, AFFIANT SAYETH NOT.

Cedric Javus Browne

Sworn to before me this 19th day of March, 2026

Notary Public for South Carolina
My Commission Expires: 04/16/2034

TRUDY AARON
NOTARY PUBLIC
COMM. EXP. 04-16-2034
SOUTH CAROLINA