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Oct 16 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

Case No. 2026-000925

Deutsche Bank Trust Company Americas, as Trustee for
Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-
Through Certificates, Series 2006-QS10,

Respondent,

v.

Sophia V. Brown a/k/a Sophia Victoria Brown; Rosetta S. Bethea;
Conway Hospital Inc., d/b/a Conway Medical Center; North Mill
Equipment Finance, LLC; and Republic Finance, LLC,

Defendants,

Of whom Sophia V. Brown a/k/a Sophia Victoria Brown is the

Appellant.

RETURN TO APPELLANT'S MOTION FOR RECONSIDERATION OF ORDER DENYING
MOTION TO PROCEED UNDER RULE 210(C), SCACR

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Attorney for Respondent

NOW COMES Respondent, Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS10 (“Respondent” or “Deutsche Bank”), by and through undersigned counsel, and, pursuant to Rule 240(e), SCACR, submits this Return to the Motion for Reconsideration of Order Denying Motion to Proceed Under Rule 210(c), SCACR, filed by Sophia V. Brown a/k/a Sophia Victoria Brown (“Appellant” or “Brown”), as follows:

BRIEF PROCEDURAL HISTORY

This foreclosure action concerns real property located in Horry County, South Carolina. On or about July 17, 2006, Homecomings Financial Network loaned Rosetta S. Bethea \$115,200.00, as evidenced by a promissory note (the “Note”) and secured by a mortgage encumbering real property owned by Appellant and Rosetta S. Bethea, commonly known as 1037 Morningdale Street, Horry County, South Carolina 29526 (the “Mortgage”). The Note and Mortgage are referred to collectively as the “Loan.” The Mortgage was recorded on July 18, 2006, in the Horry County Register of Deeds in Book 4620 at Page 167.

The Note and Mortgage were subsequently transferred to Respondent. The installments of principal and interest due from and after April 1, 2023, were not paid, placing the Loan in default. Respondent filed its foreclosure complaint on October 24, 2024.

The matter was referred to the Honorable Alan D. Clemmons, Master in Equity for Horry County. A bench trial was held on February 5, 2026. On March 17, 2026, the Master in Equity entered an order granting Respondent judgment of foreclosure.

This appeal followed. The appeal was subsequently stayed based upon the Chapter 7 bankruptcy filing of Defendant Rosetta S. Bethea on May 28, 2026, in the United States Bankruptcy Court for the District of South Carolina, Case No. 26-02412-jd. The bankruptcy case was discharged on September 4, 2026.

On September 14, 2026, Appellant moved for permission to proceed under Rule 210(c), SCACR, through a purported “Statement of Evidence,” asserting that the transcript was unobtainable. Respondent filed a return on September 24, 2026, and Appellant filed a reply on September 25, 2026. On October 2, 2026, this Court denied Appellant’s motion and directed: “[w]ithin five days of this order Appellant shall serve and file proof of payment for the full transcript to the court reporter. Failure to comply may result in dismissal of the appeal.” On October 5, 2026, Appellant filed the present motion seeking reconsideration of the denial of her September 14, 2026 motion.

ARGUMENT AND CITATION OF AUTHORITY

- I. Rule 221(c), SCACR, does not permit rehearing of the October 2, 2026 order because the order did not dismiss or finally decide the appeal.**

Appellant’s motion is procedurally improper under Rule 221(c), SCACR. The October 2, 2026 order neither dismissed the appeal nor finally decided its merits; it merely required Appellant to comply with the transcript requirements governing her appeal. Because the order is not a decision for which Rule 221(c) authorizes rehearing, the motion should be denied on that ground alone.

II. Rule 210(c) does not create the transcript-substitution procedure Appellant invokes.

Appellant's request rests on a misreading of Rule 210(c). That subsection governs the content and organization of the Record on Appeal; it does not establish an alternative record procedure for an appellant who elects not to purchase the transcript required by Rule 207. Nothing in the rule's text supports Appellant's repeated assertion that Rule 210(c) exists "specifically" for unavailable transcripts.

III. Appellant's motion does not establish that the transcript is unavailable.

Appellant indicated in her initial motion that she contacted court reporter Kathryn Bostrom about preparing the transcript. According to Appellant, the court reporter provided an estimate for the full transcript, after which Appellant requested an estimate for a partial transcript limited to those portions of the hearing that Appellant considers necessary for appellate review.

Those facts refute, rather than support, Appellant's assertion that the transcript is "unobtainable." They show that the court reporter can prepare the transcript and has provided the estimated cost. The South Carolina Judicial Branch likewise contemplates that a court reporter will acknowledge a transcript request and provide a cost estimate, while Rule 207 supplies the procedure for preparation and delivery.

Neither Appellant's original motion nor her affidavit identifies any statement by the court reporter that the transcript cannot be prepared. Appellant also identifies no refusal to prepare it, failure to comply with applicable production requirements, or order or circumstance preventing its preparation.

Instead, Appellant's motion shows only that she requested a full-transcript estimate and then sought an estimate for a partial transcript. A cost estimate does not render a transcript

unavailable. Nor does the present motion establish that Appellant complied with this Court's October 2, 2026 order by arranging payment for the full transcript. If Appellant contends that the transcript cannot be obtained for a reason other than cost, she neither identifies that reason nor supports it with competent evidence.

Appellant also fails to explain why a partial transcript would permit meaningful appellate review or to identify with specificity the portions allegedly needed. In any event, Rule 207(a)(1) requires the entire transcript unless the parties agree otherwise in writing, and Respondent has not agreed to proceed on a partial transcript.

South Carolina courts consistently hold that an appellant bears the burden of presenting a record sufficient for meaningful appellate review. *Harkins v. Greenville County*, 340 S.C. 606, 533 S.E.2d 886 (2000); *Goode v. St. Stephens United Methodist Church*, 329 S.C. 433, 494 S.E.2d 827 (Ct. App. 1997); *see also* Rule 210(h), SCACR (providing, subject to specified exceptions, that the appellate court will not consider facts outside the Record on Appeal). Appellant should not be permitted to avoid that responsibility merely by asserting, without adequate explanation or evidentiary support, that the transcript is "unobtainable."

Appellant has not established the written agreement required by Rule 207(a)(1) to order less than the entire transcript. Respondent has not agreed in writing to a partial transcript, and Appellant has not contacted undersigned counsel to request such an agreement. The exception in Rule 207(a)(1) therefore does not apply. Absent a written agreement, the rule requires Appellant to order the entire transcript.

IV. Appellant's bankruptcy-discharge theory misconstrues 11 U.S.C. § 524.

Appellant conflates the borrower's discharged debt with a new expense arising from Appellant's prosecution of this appeal. Section 524(a) enjoins collection of a discharged debt as a personal liability of the debtor; it does not transform transcript charges incurred by a non-debtor appellant into discharged obligations or prohibit Appellant from paying the costs of her own appeal. Appellant identifies no judgment, claim, invoice, or collection effort seeking transcript charges from the discharged borrower.

V. Appellant's due-process argument fails.

Appellant's due-process argument merely recasts her unsupported assertion of impossibility in constitutional terms. The Court has not denied appellate review; it has required compliance with a generally applicable rule governing the record necessary for review. Appellant has not shown that the full transcript cannot be produced, and she cites no authority holding that requiring an appellant to arrange payment for the transcript necessary to prosecute an appeal violates due process.

CONCLUSION

For these reasons, the Court should deny Appellant's motion. Rule 221(c), SCACR, does not authorize rehearing of the interlocutory transcript order because the order neither dismissed nor finally decided the appeal. Rule 210(c) does not create the substitute-record procedure Appellant invokes, and the borrower's bankruptcy discharge does not relieve Appellant of expenses incurred in prosecuting her own appeal. Most importantly, Appellant has not shown that

the full transcript is unavailable. Her submissions show that the court reporter provided an estimate for the full transcript and that Appellant instead sought a partial transcript without the written agreement required by Rule 207(a)(1). Because Appellant identifies no matter the Court overlooked or misapprehended and no valid basis to excuse compliance with the October 2, 2026 order, the motion should be denied.

Respectfully submitted,

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Attorney for Respondent

Dated: October 16, 2026

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Defendants,

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 16, 2024, she served a copy of RETURN TO APPELLANT'S MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION TO PROCEED UNDER RULE 210(C), SCACR, and Certificate of Service by Mail upon the person below by depositing the same in the U.S. Mail with proper postage affixed and addressed as follows:

Sophia V. Brown a/k/a Sophia Victoria Brown
1140 Woodruff Road, Ste 106-155
Greenville, SC 29607



Alexis McIver
BROCK & SCOTT, PLLC