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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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NOV 04 2015

SC Court of Appeals

Appellate Case No. 2015-001717

Branch Banking and Trust Company Respondent,

v.

Richard Brady a/k/a Rick Brady; First Community Bank; County of Richland;
and East Richland County Public Service District, Defendants,

Of whom Richard Brady a/k/a Rick Brady is Appellant.

**MOTION TO RECONSIDER AND TO ALTER OR AMEND ORDER DENYING
PETITION FOR SUPERSEDEAS AND REQUEST FOR HEARING**

PLEASE TAKE NOTICE that the Appellant, Richard Brady a/k/a Rick Brady, by and through his undersigned attorney, hereby moves, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, for a reconsideration of the Order filed on October 26, 2015, and for an Order which alters or amends said Order to address the grounds and exceptions set forth below.

**RENEWAL OF VERIFIED PETITION FOR ORDER GRANTING
WRIT OF SUPERSEDEAS**

The Appellant hereby renews his Verified Petition for Order Granting Writ of Supersedeas, filed on September 1, 2015, and asks that the Court reconsider same in light of the fact that the requirement of an undertaking (Appeal Bond) in the circumstances of this case is, effectively, only a technicality, as the debt of the Plaintiff is more than fully protected by its mortgage on the Appellant's residence. As shown by the attachments to the Verified Petition, the mortgaged property has a value of at least \$450,000.00, which is over three times the Plaintiff's debt.

Even if the sureties obligated themselves to pay an obligation far in excess of the actual debt owed to the Plaintiff, this liability would be inconsequential, as the Plaintiff's debt will be, at

all times, well below the value of the mortgaged property, and such liability will never be imposed, as a sale of the mortgaged property will always result in the Plaintiff's debt being paid in full.

If the Plaintiff's debt is satisfied by the sale, which realistically is a certainty, then it will recover nothing under the undertaking.

The manifest object of the undertaking required for the purpose of staying a sale pending an appeal, is to protect the respondent, as far as practicable, from any damage which may ensue from the delay, caused by the appeal, in enforcing [its] claim. If no damages are shown to have ensued from such delay, it would seem clear that the respondent would not be entitled to anything.
Gerald v. Gerald, 30 S.C. 348, 352, 9 S.E. 274 (1889).

The Plaintiff's debt will be satisfied upon the foreclosure sale in this case for two reasons: (1) the mortgaged property is worth three times the debt; and (2) the Plaintiff has waived its right to a deficiency judgment, effectively agreeing to accept the net proceeds from the foreclosure sale in full satisfaction of its judgment debt.

EXCEPTIONS TO THE MASTER'S ORDER

1. The Master erred in concluding or implying that the Appeal Bond is required to specify a liquidated amount of the sureties' obligation, as the relevant statutes (Sections 18-9-130, 140 and 170) do not impose this requirement.
2. The Master erred in (by implication) concluding that the Plaintiff's debt was not fully protected by its mortgage.
3. The Master erred in concluding that the Appeal Bond submitted by the Defendant Brady was insufficient, as the affidavits included with the Appeal Bond followed the statutory requirements (Section 18-9-170).
4. The Master erred in requiring additional evidence as to the sufficiency of the sureties when the Appeal Bond, under the circumstances, is little more than a technicality, as the

Plaintiff's mortgage on the Appellant's residence provides full and complete security for the Plaintiff's debt.

SUPPLEMENTAL APPEAL BOND

The Appellant hereby submits a Supplemental Appeal Bond, which is attached hereto as Exhibit A.

This Supplemental Appeal Bond is prepared in accordance with S.C. Code Annot. §18-9-170 and is responsive to "Plaintiff's Exception to Appeal Bond," in that the maximum obligation of each surety and information regarding the financial ability of each surety to stand good for the obligation are included.

The maximum obligation is voluntarily set at twice the amount of the amount of the total judgment notwithstanding that: (1) there is no statutory requirement in this regard; and (2) the lower court, after a request by the Appellant, failed to fix a sum of the undertaking or to otherwise provide guidance to the Appellant with regard to an acceptable undertaking.

HEARING REQUESTED

The Appellant requests a hearing on this Motion. A purpose of this hearing would be to explore what support the Plaintiff has for its comment that it "does not believe that its interests are being adequately protected pursuant to S.C. Code Annot. §18-9-170."

The Appellant understands that an Appeal Bond is a statutory requirement, but he believes that the Appeal Bond constitutes "overkill" with regard to protecting the Plaintiff's interests in light of the first mortgage security interest it holds in the Appellant's residence.

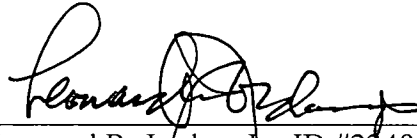
EXTENSION FOR INTITAL BRIEF AND DESIGNATION

The Appellant appreciates the extension of time to serve and file his initial brief and designation to November 26, 2015, as granted in the subject Order, but he renews his request that

the extension run until thirty (30) days after the final resolution of the Petition for Supersedeas.

As it is likely that the Appellant will conclude that this meritorious appeal will be moot should he be unable to stay the foreclosure sale of his residence, the Appellant would not want to incur, in the meantime, the costs of preparing his Brief and the Designation only to have this Motion subsequently denied.

Respectfully submitted,



Leonard R. Jordan, Jr., ID #2248

JORDAN LAW FIRM

4500 Fort Jackson Boulevard

Columbia, South Carolina 29209

(803) 726-1950 Tel

(803) 726-1951 Fax

Email: ljordan@ljordanlaw.com

Attorney for Appellant, Richard Brady a/k/a
Rick Brady

Columbia, South Carolina
November 4, 2015

EXHIBIT "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2014-CP-40-5244

Branch Banking and Trust Company,)
)
Plaintiff,)

vs.)

Richard Brady a/k/a Rick Brady; First)
Community Bank; County of Richland; and)
East Richland County Public Service)
District,)
)
Defendants.)

SUPPLEMENTAL APPEAL BOND

A Master in Equity's Order Granting Summary Judgment and Decree of Foreclosure and Sale was filed herein on July 17, 2015, and an Order Granting Motion to Stay Sale and Denying Motion to Reconsider was filed herein on August 5, 2015 (collectively the "Judgment").

The Judgment directs the foreclosure sale of the residence of the Defendant, Richard Brady ("Defendant"), known as 3240 Dreher Shoals Road, Irmo, South Carolina (the "Property").

The said Defendant, as Appellant, timely filed a Notice of Appeal of the Judgment in the Office of the Court of Appeals for South Carolina on August 12, 2015.

The Defendant/Appellant desires to suspend the enforcement of the Judgment pending the determination of the appeal.

COMMITMENT BY APPELLANT

The undersigned Defendant/Appellant commits that, during his possession hereafter of the Property, he will continue to maintain homeowner's insurance on the Property and will not commit or suffer to be committed any waste on the Property and that, if the Judgment is affirmed, he will pay to the Plaintiff the value of the use and occupation of the Property hereafter, such obligation to be not in excess of the amount of the Plaintiff's judgment debt, if any, which remains unpaid after receipt by the Plaintiff of the proceeds of the foreclosure sale of the Property.

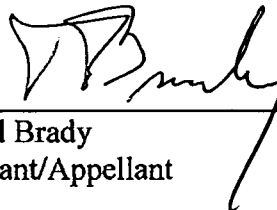
PROMISE TO PAY

The undersigned sureties, jointly and severally, promise to pay to the Plaintiff the amount required to pay for any waste to the Property committed hereafter and the value of the use and occupation of the Property hereafter, during the appeal. Such obligation is set in the amount of \$269,203.62, but in no event shall such obligation be in excess of the amount of the Plaintiff's judgment debt, if any, which remains unpaid after receipt by the Plaintiff of the proceeds of the foreclosure sale of the Property.

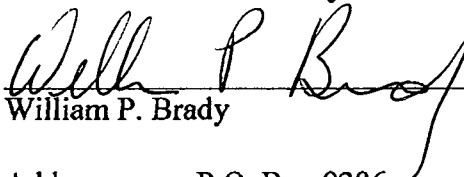
The foregoing promise to pay shall only apply if the Judgment so appealed is, in all respects, affirmed.

If the undersigned shall faithfully fulfill the conditions set forth above, this obligation is void; otherwise it is to remain in full force and effect until declared void by a court of competent jurisdiction.

EXECUTED this 2 day of November, 2015.

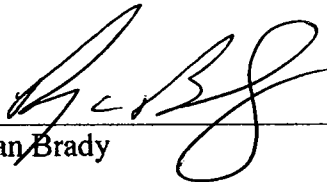


Richard Brady
Defendant/Appellant



William P. Brady

Address: P.O. Box 9286
Columbia, SC 29290



Ryan Brady

Address: 536 Suttalee Lane
Irmo, SC 29063

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2014-CP-40-5244

Branch Banking and Trust Company,)
)
Plaintiff,)

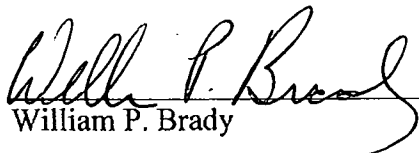
vs.)

Richard Brady a/k/a Rick Brady; First)
Community Bank; County of Richland; and)
East Richland County Public Service)
District,)
)
Defendants.)

AFFIDAVIT OF SURETY

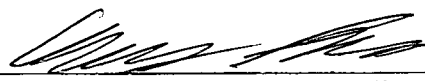
PERSONALLY APPEARED before me the undersigned, who, upon being duly sworn, states and affirms as follows:

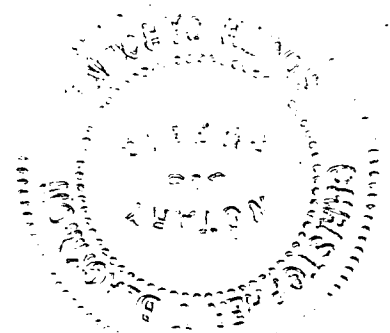
1. I, as surety, executed the Supplemental Appeal Bond to be submitted in connection with the appeal by the Defendant, Richard Brady, of the Judgment entered in this case, the purpose of which Supplemental Appeal Bond being to suspend the involuntary sale of Mr. Brady's residence.
2. I am worth at least double the amount of the obligation specified in the Supplemental Appeal Bond.
3. A copy of my Financial Statement is attached hereto.



William P. Brady

SWORN to and subscribed before me
this 2nd day of November, 2015

 (L.S.)
Notary Public for South Carolina
My Commission Expires: September 10, 2020



William P Brady
501 Old Bluff Road
Hopkins, SC 29061

SS: [REDACTED]
DOB: 03/05/1953
H: 803-600-5302

B.B., Inc.
1101 1st Street S Ext
Columbia, SC 29209

Work: 803-771-0769
Mobile: 803-600-5302
Fax: 803-227-1008

Assets Solely Owned

Cash on Hand	\$5,000.00
Retirement Securities	\$4,326.70
Other Securities	\$4,326.70
Cash Value Life Ins.	\$3,653.21
Automobiles	\$25,000.00
Other Personal Property	\$275,000.00
Real Estate Owned	\$325,000.00
Accounts Receivable	\$2,081,625.08

Total Personal Assets	\$2,723,931.69
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Corporate Assets

Video Movie Center II	\$675,000.00
D.B.B.B.	\$1,100,000.00
B.B. Inc.	\$1,400,000.00
Zone Holdings	\$40,000.00

Total Corporate Assets	\$3,215,000.00
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Total Assets Solely Owned	\$5,938,931.69
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Jointly Owned

Corporate Interest	
Allen & Brady 50%	\$948,636.00
Alcaraz & Brady	\$35,000.00

Total Jointly Owned:	\$983,636.00
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Total of all Assets	\$6,922,567.69
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All Liabilities and Net Worth

All Personal Liabilities Paid Monthly

Ally Auto	\$0.00
Mitsubishi Motors	\$4,640.55
Real Estate Mortgage 2 (792 Hampton Creek)	\$346,498.67

Total:	\$346,498.67
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All Personal Liabilities Paid Monthly

Total Liabilities	\$346,498.67
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Net Worth TA-TL=	\$6,576,069.02
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I Have no Contingent Liabilities

Sources of Income year end 2014

Salary	\$20,800.00
Interest Income	\$114.00
Real Estate & S- Corp Income	\$229,378.00
Capital Gains Income	-\$3,000.00
Other Gains	\$1,072.00
Refund	\$0.00
IRA Distribution	\$909.00

Total Income	\$249,273.00
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Banking Relationships

W P Brady	Bank of America	\$5,000.00
Total Cash on Deposit		\$5,000.00

Securities (see current statements enclosed)

W P Brady	Prudential	Not Pledged	\$4,326.70
Total Securities			\$4,326.70

Real Estate	Where	Cost	Market	Balance	Maturity
W P Brady	211 Marchese St	\$32,500.00	\$125,000.00	\$0.00	n/a
W P Brady	Quail Park	\$60,000.00	\$125,000.00	\$0.00	n/a
W P Brady	116 Mallard Dr	\$12,000.00	\$20,000.00	\$0.00	n/a
W P Brady	120 Mallard Dr	\$4,000.00	\$15,000.00	\$0.00	n/a
W P Brady	121 Mallard Dr	\$25,000.00	\$40,000.00	\$0.00	n/a
Total Real Estate			\$325,000.00		

Liabilities	Where	Cost	Balance	Payment	Maturity
Nancy A Spiros-Brady	792 Hampton Cre	\$376,000.00	\$346,498.67	\$2,687.96	02/2029
Mitsubishi Motors	2012 Outlander	\$27,843.36	\$4,640.55	\$580.07	
Total Liabilities			\$351,139.22		

Life Insurance	Company	Face	Cash	Beneficiary
W P Brady	Prudential Life Ins	\$6,426.85	\$3,653.21	Nancy Brady
W P Brady	Union Fidelity	\$100,000.00		
N.B. D.A.	Zurich Life Ins	\$500,000.00	Term 10 yr	Estate
Total Cash Value Life Insurance			\$3,653.21	

I declare the information herein is true and correct to the best of my knowledge

Sign: W P Brady Date: 8/26/2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2014-CP-40-5244

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Plaintiff,)

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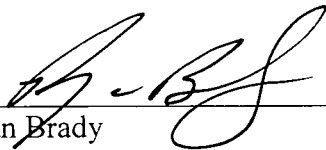
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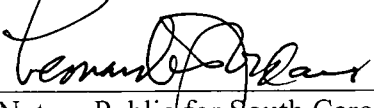
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2. I am worth at least double the amount of the obligation specified in the Supplemental Appeal Bond.
3. A copy of my Financial Statement is attached hereto.



Ryan Brady

SWORN to and subscribed before me
this 3rd day of November, 2015



(L.S.)
Notary Public for South Carolina
My Commission Expires: 2/8/23

RYAN BRADY
FINANCIAL STATEMENT

ASSETS

ESTIMATED VALUE

Real Estate

901 Fairwood Drive	\$	145,000.00	(net \$124,000.00)
116 Doris Court	\$	132,000.00	(net \$43,000.00)
536 Suttalee Lane	\$	245,000.00	(net \$67,000.00)

Secured Receivables

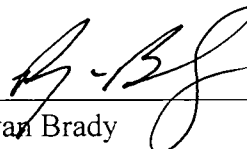
125 Fallow Road	\$	36,000.00
3644 Leesburg Road	\$	180,000.00

Automobiles

2001 TransAm	\$	8,000.00
2003 Mercedes	\$	7,000.00
2007 Ford Explorer	\$	8,000.00

Cash on Deposit and other Personal Property	\$	<u>50,000.00</u>
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TOTAL ASSETS	\$	811,000.00
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Ryan Brady

November 3, 2015

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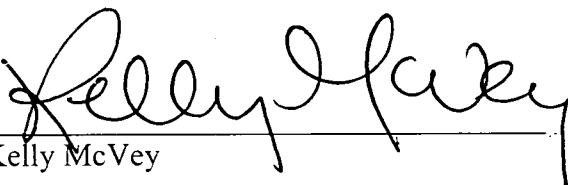
CERTIFICATE OF MAILING

I, Kelly McVey, of Jordan Law Firm, attorney for the Appellant, Richard Brady a/k/a Rick Brady, hereby certify that I have this 4th day of November, 2015, served copies of the Motion to Reconsider and to Alter or Amend Order Denying Petition for Supersedeas and Request for Hearing upon Vance L. Brabham, III, Esquire, attorney for the Respondent, Branch Banking and Trust Company, Jeffrey L. Silver, Esquire, attorney for First Community Bank, and Lauren Sutton Hogan, Esquire, attorney for County of Richland, by mailing copies thereof, postage prepaid, to the said counsel at the addresses indicated below:

Vance L. Brabham, III, Esquire
Attorney at Law
2712 Middleburg Drive, Suite 200
Columbia, SC 29204

Jeffrey L. Silver, Esquire
Attorney at Law
P.O. Box 11656
Columbia, SC 29211-1656

Lauren Sutton Hogan, Esquire
Attorney at Law
P.O. Box 192
Columbia, SC 29202



Kelly McVey