THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Joe M. Crosby, Master-in-Equity

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SC Court of Appeals

Civil Action Number 2010-CP-22-1583
Appellate Case Number 2011-198986

Wachesaw Plantation East Community Services Association, Inc., ... Respondent,

v.

Todd C. Alexander, ... Appellant.

INITIAL REPLY BRIEF

Charles T. Smith (S.C. Bar No. 5070)
608 Cypress Street
Georgetown, South Carolina 29440
(843) 545-6578
Attorney for Appellant

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STATEMENT OF ISSUES ON APPEAL

1. DID THE MASTER-IN-EQUITY ERR IN NOT VACATING THE JUDICIAL SALE BECAUSE THE SALE PRICE WAS INADEQUATE AND THE SALE WAS ACCOMPANIED BY OTHER FACTORS WARRANTING THE INTERFERENCE OF THE COURT?

2. DID THE MASTER-IN-EQUITY ERR IN NOT VACATING THE JUDICIAL SALE BECAUSE THE SALE CONSTITUTED A FORFEITURE?

3. DID THE MASTER-IN-EQUITY ERR IN NOT VACATING THE JUDICIAL SALE BECAUSE THE SALE CONSTITUTED AN UNJUST ENRICHMENT OF THE THIRD PARTY BIDDER?

4. DID THE MASTER-IN-EQUITY ERR IN NOT VACATING THE JUDICIAL SALE BECAUSE TODD ALEXANDER TIMELY REDEEMED THE PROPERTY?

STATEMENT OF THE CASE

Todd Alexander lives in the State of Pennsylvania. He has never lived in the State of South Carolina. (Alexander Affidavit p. 1) He purchased a house in Wachesaw Plantation East in Murrells Inlet, South Carolina, as a retirement home for his father. (Alexander Affidavit p. 3)

When Todd Alexander received papers from the attorneys for the homeowners association concerning a lien for a delinquent regime fee, he believed that he could easily resolve the matter when his health returned to a more stable condition and he was better able to focus on financial matters. (Alexander Affidavit p. 3) The $761.00 in past due assessments and late fees claimed by the homeowners association was trivial compared to his equity in the house. (Association Lien) He continued to pay the monthly regime fees to the homeowners association. (Alexander Affidavit pp. 3-4).

Todd Alexander suffers from dilated cardiomyopathy as a result of cardiac sarcoidosis. Cardiac sarcoidosis is an auto-immune, viral-like disease causing infection and inflamation of the heart. The disease has caused progressive permanent damage to his heart. (Alexander Affidavit p. 1) Since his initial diagnosis, Todd Alexander has experienced periodic stable periods with increasingly frequent hospitalizations for heart and organ failure and secondary illnesses. He underwent catheter ablations of the heart to treat refractory cardiac arrhythmias on eight occasions over the seven years preceding his hospitalization in May of 2011. The hospitalization was preceded by a twelve week period of multiple tachycardias, uncontrollable by medication, which necessitated repeated emergency room visits and full time bed rest. (Alexander Affidavit p. 2)

In the fifteen months immediately preceding the judicial sale of Todd Alexander's house, he experienced three extended hospitalizations. The first hospitalizations was in March of 2010 for a

two weeks for treatment of acute renal failure. The second hospitalization was from mid-December, 2010 through mid-January, 2011 for treatment of a staff infection which had become septic. The third hospitalization was from May 28, 2011 through June 10, 2011 for his eighth ablation surgery to correct chronic arrhythmias. That admission was proceeded by two ER visits and a four week period of recurrent arrhythmias and increasing weakness. From the beginning of 2011 through the date of the judicial sale Todd Alexander was mostly homebound or hospitalized as a result of his illnesses. (Alexander Affidavit p. 2)

Todd Alexander did not know that this matter had been referred to the Master in Equity nor that a hearing had been scheduled because the order and notice of hearing were mailed to his post office box. He did not know that a foreclosure decree had been issued or that the property had been set for sale because no notice of the decree was sent to him and no notice of the sale was sent to him. (Form 4) On June 7, 2011, one day after the judicial sale, he received a telephone call informing him that someone claiming to work for the new owner of the house was changing the locks on the doors. (Alexander Affidavit p. 4)

This news came as a great shock to Todd Alexander. He immediately contacted a friend who periodically collected his mail from the post office. She brought the unopened letter to his hospital room. He had no knowledge of the judicial sale until June 7, 2011, the day after the sale. (Alexander Affidavit p. 4)

Todd Alexander tendered payment in full to the attorney for the homeowners association on June 16, 2011. (Smith Affidavit p. 1) The attorney for the homeowners association refused the payment. (Smith Affidavit p. 1) A motion to vacate the sale was filed and served June 17, 2011. The motion reaffirmed that Todd Alexander was ready, willing and able to pay in full the money claimed

by the homeowners association. (Motion to Vacate Sale) The high bidder at the judicial sale did not comply with his bid until June 24, 2011, seven days after the motion to vacate the sale was filed and served. (Smith Affidavit p. 1)

The high bid at the judicial sale was $135,000.00 less than the county tax assessor's valuation of the house. (Order p.4) The third party bidder opposed the motion to vacate the sale.[1] The Master denied the motion to vacate the sale and issued a deed to William George. The Master-in-Equity's deed was recorded August 25, 2011.

William George's brief does not contest the forgoing facts. His Statement of the Case and Statement of Facts instead attempt to create distractions by discussing motions that were not made and issues that were not raised. The four issues raised in Appellant's brief are the relevant issues in this appeal.

Respondent failed to timely file or serve a brief.

---

[1] William George's brief claims: "The successful bidder was William George, acting through his agent Alton Swann." (Brief p. 6) The Memorandum of Third Party Bidder submitted in opposition to the motion to vacate the sale states that Jerry Callahan was the third party bidder. The Master-in-Equity found as a fact that the successful bidder was Jerry Callahan. (Order p. 2)

ARGUMENTS

1. THE MASTER-IN-EQUITY ERRED IN NOT VACATING THE JUDICIAL SALE BECAUSE THE SALE PRICE WAS INADEQUATE AND THE SALE WAS ACCOMPANIED BY OTHER FACTS WARRANTING THE INTERFERENCE OF THE COURT.

William George's brief argues: "Appellant has not appealed the Master's finding that the fair market value was the bid price." (Brief p. 9) In fact, Appellant's first issue on appeal is that the price at the judicial sale was inadequate and Appellant's second issue on appeal is that the price at the judicial sale constituted a forfeiture. The first paragraph arguing the second issue in Appellant's brief states:

> The Master mistakenly concluded that because the high bid at the judicial sale was $181,000.00, "The fair market value of the property was thus established at $181,000.00." (Order p. 4) **A foreclosure is not a voluntary sale and does not establish the fair market value of the property.** "Fair market value is the amount at which property would change hands between a willing buyer and willing seller, *Black's Law Dictionary*, 597 (6th Ed. 1990)." *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 151, 662 S.E.2d 424, 426 (Ct. App. 2008). (emphasis added)

William George's brief also argues: "The Master's finding that the fair market value of the property sold was the bid price was correct." (Brief p. 10) The Master cited no authority for his conclusion that an involuntary sale established the fair market value of Todd Alexander's property. William George's brief mistakenly claims *Maynard v. Bank of Kershaw*, 188 S.C. 160, 198 S.E. 188 (1938) supports the Master's conclusion. (Brief p. 11) In *Maynard* the defendant contended that certain property was worth no more than $1176.54, as evidenced by the price brought by it at a tax sale, and that the tax sale conclusively established the question of value. The court rejected the argument that the involuntary sale established the value of the property and concluded:

> Taking into consideration all of this evidence of both parties, and bearing in mind especially the defendant's affidavit and *the notorious fact that a tax or other*

> *forced sale does not bring a fair price,* I hold that the value of the property in question at the time it was taken in claim and delivery was at least $2500, as claimed by plaintiff. (emphasis added)
>
> 188 S.C. 160, ___, 198 S.E.188, 192

William George's brief slyly asserts: "Although, at the hearing to vacate the sale, Appellant's attorney argued the tax assessor valued the property at around $316,000, no evidence was submitted to support that claim." (Brief p. 11) In fact, the Motion to Vacate Stay states: "According to the Georgetown County Assessor the fair market value of the property is three hundred sixteen thousand eight hundred dollars ($316,800.00)." The Memorandum in Support of Motion to Vacate Sale states: "The present market value of the house is $316,800.00 according to the Georgetown County Tax Assessor." The Memorandum of Third Party Bidder confirms the value established by the Georgetown County Tax Assessor by stating: "Even if one takes the appraised value asserted by Defendant from the county tax assessor of $316,800.00, the actual bid is in excess of 50% of the same." The fair market value of the property as established by the Georgetown County Tax Assessor is not subject to reasonable dispute in that it is capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned. The Georgetown County Tax Assessor's valuations are public records available twenty-four hours a day, every day of the year, anywhere in the world, through the Georgetown County Tax Assessor's website. No one disputed the assessed value of Todd Alexander's house and the Master properly found that the appraised value from the county tax assessor was $316,800.00. Rule 201, SCRE.

Also, Todd Alexander's affidavit, filed and served in support of the Motion to Vacate Sale, stated his opinion as to the value of the property: "The house is certainly worth in excess of $300,000.00." (Alexander Affidavit p. 4) "The rule that a property owner is competent to present an

opinion as to the property's value is well recognized." *Hawkins v. Greenwood Development Corp.*, 328 S.C. 585, 598, 493 S.E.2d 875,881 (S.C. App. 1997).

William George's brief also argues: "The sales price does not shock the conscience" (Brief p. 12) and "The sale price was not inadequate" (Brief p. 13) Since Todd Alexander never claimed that the sale price was so grossly inadequate as to shock the conscience of the court, there is no reason for this brief or this Court to address that argument. Todd Alexander does claim the $135,000.00 difference between the amount bid at the foreclosure sale and the assessed valued of the property is substantial in both absolute terms and in relative terms. One hundred eighty-one thousand dollars ($181,000.00) is not an adequate amount of money to purchase property worth three hundred sixteen thousand eight hundred dollars ($316,800.00).

William George's brief also argues: "The sale was not accompanied by other circumstances warranting judicial interference." (Brief p. 13) William George's brief erroneously asserts that if neither the officer making the sale nor the purchaser contributed to the mistake of a party intending to bid, the neglect or mistake of the party intending to bid is not a sufficient ground for setting aside a judicial sale. (Brief p. 14) William George's brief mistakenly claims *Howell v. Gibson*, 208 S.C. 19, 37 S.E.2d 271 (1946) supports this assertion. In *Howell* a mortgagor and his son conspired with the mortgagee to defeat the mortgagor's wife's dower interest in the mortgaged property by a friendly foreclosure and a secret bidding agreement. Their scheme went awry when a third party outbid the mortgagor. Judge Martin's order, affirmed by the Supreme Court, expresses no sympathy for the loss caused by the mortgagor's own inequitable conduct. The order states:

> In its final analysis, the case presented is this: The property was sold at a well-attended public sale, which was freely and openly conducted according to law and the custom of auction, in which all parties had ample opportunity to bid. If any

> signal was given to the auctioneer or the Master to hold the bidding, it was not seen; regardless of whether a signal was given or not, sufficient time was allowed petitioner and his son and all others present to raise the bid. It has already been held that there is no showing of such a gross inadequacy of price as to shock the conscience, and, in addition, the Court finds no other "attending circumstances" which would justify a resale of the premises upon a showing of mere inadequacy of price.
> 208 S.C. at ___, 37 S.E.2d at 276

In contrast to *Howell v. Gibson, supra,* Todd Alexander did not engage in inequitable conduct. In contrast to *Howell v. Gibson, supra,* Todd Alexander did not have an opportunity to bid at the sale of his property. The undisputed facts are that Todd Alexander did not know of the foreclosure hearing, did not know of the foreclosure decree and did not know of the judicial sale until the day after the sale. On the day of the sale Todd Alexander was in a hospital in Pennsylvania. In contrast to *Howell v. Gibson, supra*, Todd Alexander promptly brought to the court's attention his desire to bid on his property to protect his interests. In contrast to *Howell v. Gibson, supra*, Todd Alexander was ready, willing and able to pay in full the lien on his property.[2]

Todd Alexander's failure to bid at the judicial sale to protect his interests in the property was excusable neglect under the substantial South Carolina case law concerning vacating judicial sales cited in Appellant's brief. The present case is similar to *Federal National Mortgage Association v. Brooks*, 304 S.C. 506, 405 S.E.2d 604 (Ct. App. 1991) where the foreclosure sale was set aside and there was no irregularity by the officer making the sale or anyone else.

"A sale may be set aside where the mortgagor did not understand the nature or purpose of the foreclosure proceedings, or had no knowledge or notice of the time and place of the foreclosure

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[2] Since the only lien on the property was the lien of Wachesaw Plantation East Community Services Association, Inc., all proceeds from the sale of the property (after payment of the small lien and the costs of the sale) go to Todd Alexander. He could have easily outbid any third party had he known of the judicial sale.

sale, or the notice of sale did not conform to the judgment, or the sale was made under posted notices only and the law required advertising." 59A C.J.S. Mortgages § 1175 (2008).

In the present case there are many factors warranting vacating the sale. This is an action to enforce a homeowners association lien for $761.00 in assessments and late fees. Todd Alexander, a resident of Pennsylvania with no experience in foreclosures, did not recognize that he could lose the house because of a small homeowners association lien. (Alexander Affidavit p. 1) His medical conditions caused him to experience periods of extended hospitalization, repeated emergency room visits, confinement and rehabilitation. (Alexander Affidavit p. 2) He believed he could easily resolve the matter once his health returned to a stable condition and he could focus on the issue. (Alexander Affidavit p. 3) He believed that if there was a serious issue concerning his house, the homeowners association or his property management company would call him. (Alexander Affidavit p. 4) On the day of the sale Todd Alexander was hospitalized in Pennsylvania. (Alexander Affidavit p. 2)

> While it is generally held that mere inadequacy of consideration is not a ground for setting aside a foreclosure sale, this rule has been rather carefully circumscribed and must be strictly confined to cases where there is absolutely no fact appearing, except that the price is inadequate; whenever other factors appear, such as mistake, misapprehension, or inadvertence on the part of the interested parties or of interested bidders, as a result of which it seems to the court the failure to obtain a fair and adequate price for the property was due in whole or in part to such mistake, misapprehension, or inadvertence, the court will readily refuse to approve the sale.
> 59A C.J.S. Mortgages § 178 (2008)

> Although mere inadequacy of price or consideration is not a sufficient ground for setting aside a foreclosure sale, nevertheless when other facts appear, such as misapprehension or inadvertence on the part of the interested parties or of intending bidders, as a result of which it seems to the court the failure to obtain a fair and adequate price for the property was due in whole or in part to such mistake, misapprehension or inadvertence, the court will readily refuse to approve the sale.
> 55 Am. Jur. 2d Mortgages § 682 (2009)

In the present case there was a communications failure between Todd Alexander and the homeowners' association much like the communications failure between the insurance company's attorney and the Master's secretary in *Poole v. Jefferson Standard Life Ins. Co.*, 174 S.C. 150, 177 S.E. 24 (1934), between Henry's attorney and the Sheriff's office in *Henry v. Blakely*, 216 S.C. 13, 56 S.E. 2d 581 (1949) , and between Clay and the auctioneer in *Spillers v. Clay*, 233 S.C. 99, 103 S.E. 759 (1958). The differences are that Todd Alexander is not an attorney, he is not experienced in foreclosures, he is not a resident of South Carolina, and he is in very fragile health.

The $135,000.00 difference between the value of Todd Alexander's house and the amount bid at the judicial sale and the other circumstances warrant setting aside the judicial sale.

2. THE MASTER-IN-EQUITY ERRED IN NOT VACATING THE JUDICIAL SALE BECAUSE THE SALE CONSTITUTED A FORFEITURE.

The Master mistakenly concluded that because the high bid at the judicial sale was $181,000.00, "The fair market value of the property was thus established at $181,000.00." (Order p. 4) A foreclosure is not a voluntary sale and does not establish the fair market value of the property.

> Fair market value has been defined as "[t]he price that a seller is willing to accept and a buyer is willing to pay on the open market and in an arm's-length transaction." *Black's Law Dictionary* 1256 (7th ed. 2000); see *Hous. Auth. of Charleston v. Olasov,* 282 S.C. 603, 608, 320 S.E.2d 478, 481 (Ct. App. 1984) ("Fair market value is the price which a willing buyer will pay a willing seller, neither being under compulsion to buy or sell...."); *Reid v. Reid*, 280 S.C. 367, 373, 312 S.E.2d 724, 727 (Ct. App. 1984) (stating the generally accepted definition of fair market value is the amount a willing but not obligated buyer would pay to a willing but not obligated seller).
>
> *Mazloom v. Mazloom*, 675 S.E.2d 746,753, 382 S.C. 307, ___ (S.C. App., 2009)

The Master's erroneous conclusion that the foreclosure sale established the fair market value of the property necessarily meant the judicial sale could not be a forfeiture since the property sold

for its fair market value. Therefore the Master denied the motion to vacate the sale. Neither the Master nor William George deny that the sale of property for $135,000.00 less than the fair market value of the property is a forfeiture and a harsh penalty.

"The courts of South Carolina have long held that forfeitures or penalties are not favored in either law or equity." *Lewis v. Premium Inv. Corp.*, 351 S.C. 167, 172, 568 S.E.2d at 361, 363 (2002). " 'A court of equity abhors forfeitures, and will not lend its aid to enforce them.' *Jones v. N. Y. Guar. & Indem. Co.*, 101 U.S. 622, 628 (1879). 'Equity does not favor forfeitures or penalties and will relieve against them when practicable in the interest of justice.' *Lane v. N. Y. Life Ins. Co.*, 147 S.C. 333, 374, 145 S.E. 196, 209 (1928)." *Regions Bank v. Wingard Properties, Inc.*, 394 S.C. 241, 715 S.E.2d 348, 356 (Ct. App. 2011). See also: *Cody Discount, Inc. v. Merritt*, 368 S.C. 570, 629 S.E.2d 697 (Ct. App. 2006).

In the present action Todd Alexander is threatened with forfeiture of $135,000.00 of equity in his house because of a $761.00 homeowners association lien. He was and is ready, willing and able to pay the full amount owed to the homeowners association. The sale should be vacated to allow the homeowners association to accept his payment and prevent the forfeiture.

3. THE MASTER-IN-EQUITY ERRED IN NOT VACATING THE JUDICIAL SALE BECAUSE THE SALE CONSTITUTED AN UNJUST ENRICHMENT OF THE THIRD PARTY BIDDER.

The Master's erroneous conclusion that the foreclosure sale established the fair market value of the property necessarily meant the judicial sale could not constitute an unjust enrichment of the third party bidder since the property sold for its fair market value. Therefore the Master denied the motion to vacate the sale. Neither the Master nor William George deny that the sale of property for $135,000.00 less than the fair market value of the property constitutes an unjust enrichment of the purchaser.

Wachesaw Plantation East Community Services Association, Inc. has no interest in this litigation. Whether the foreclosure sale is vacated or upheld makes no difference to Respondent. In either event Respondent will be paid in full.

William George has a substantial interest in this litigation. Whether the foreclosure sale is vacated or upheld determines whether he keeps a $135,000.00 windfall.

This appeal presents the same equities that were presented in *Federal National Mortgage Association v. Brooks*, 304 S.C. 506, 405 S.E.2d 604 (Ct. App. 1991). In that case, on the morning of the foreclosure sale, FNMA's attorney's son fell ill and he was unable to attend the sale. The attorney called his law partner to bid on the property. Due to a miscommunication, the law partner failed to enter a bid to protect FNMA's interest in the property. A third party was the high bidder. FNMA moved to set aside the sale. The sale was vacated.

It would be most inequitable under the facts of this case to allow the third party bidder to be unjustly enriched at the expense of Todd Alexander. FNMA's attorney's son was ill on sales day resulting in FNMA not placing a bid. Todd Alexander was in the hospital on sales day. These

extenuating circumstances prevented parties to foreclosures who were ready, willing and financially able from bidding to protect their interests in the sales. The third party bidder should not be unjustly enriched at Todd Alexander's expense.

4. THE MASTER-IN-EQUITY ERRED IN NOT VACATING THE JUDICIAL SALE BECAUSE TODD ALEXANDER TIMELY REDEEMED THE PROPERTY.

William George's brief argues, as an additional sustaining ground,: "Appellant has not tendered payment to redeem the property." (Brief p. 15) William George's brief erroneously asserts: "A tender cannot be made during the pendency of an action without paying the sum tendered into court, under an order of the court, preserving the rights of the litigants" (Brief p. 16) No authority is offered for this extraordinary assertion.

After sales day, but before the third party bidder complied with his bid, Todd Alexander's attorny offered to pay Wachesaw Plantation East Community Services Association, Inc.'s attorney of record in the foreclosure the full amount of the judgment in exchange for a dismissal of the action. The offer was rejected because of the competing interest of the third party bidder. (Smith Affidavit p. 1) The tender of payment was confirmed in writing by the Motion to Vacate Sale which states:

> The Defendant is ready, willing and able to pay the full judgment in this action and has offered such payment to the Plaintiff. The Defendant is also ready, willing and able to reimburse the high bidder at the foreclosure sale for all reasonable expenses incurred by the bidder.
>
> (Motion to Vacate Sale p. 1)

The tender of payment was also confirmed by Todd Alexander's affidavit filed and served in support of the Motion to Vacate which states:

> I am ready, willing and able to pay whatever money is owed Wachesaw Plantation East Community Association, Inc. I am also ready, willing and able to reimburse the high bidder at the foreclosure sale for whatever reasonable costs and expenses he may have incurred.
>
> (Alexander Affidavit p. 4)

The total amount owed Wachesaw Plantation East Community Association, Inc., including attorney fees and costs, was less than six thousand dollars.

William George's brief includes a string citation from *Anderson v. Citizens Bank*, 294 S.C. 387, 365 S.E.2d 26 (Ct. App. 1987). (Brief p. 15) In *Anderson* B.G. Farm's partners entered an agreement that required the partners to tender Graham's past due payment to the Land Bank. The partners argued they made a proper tender. There was evidence, however, from which the jury could have concluded otherwise.

> In this case, the partners gave Graham a check drawn on insufficient funds. There was no proof that the check was drawn for the amount due to the Land Bank; indeed, a cover letter drafted by the partners' attorney stated the check might not be for the correct amount. The partners took Graham to an attorney's office in Sumter to present the check. There was no evidence that the attorney had the authority to accept a tender on the Land Bank's behalf. When the attorney refused to take the check, Graham attempted to give it to a local branch officer of the Land Bank whom he fortuitously spied in a chicken restaurant. There was no evidence that the local officer was authorized to accept a tender from Graham or that a chicken restaurant in Sumter was an agreed place for tender to be made to the Land Bank, whose main offices are in Columbia. Graham was forced to return the unaccepted check to the partners' attorney the same day the check was drawn; there is no evidence the partners did anything to keep the tender good after that day.
>
> 294 S.C. at 396, 365 S.E.2d at 31

The Court found that the validity of B.G. Farm's partners' tender was a proper matter for the jury.

In the present case Todd Alexander made a valid tender to Wachesaw Plantation East Community Association, Inc. Wachesaw Plantation East Community Association, Inc. has not suggested any problem or deficiency in the tender. The only reason for rejecting the tender was concern regarding the third party bidder.

William George's brief also argues: "Appellant's right to redeem terminated the day of the sale." (Brief p. 16) William George's brief fails to cite any statute, reported case or other authority expressly stating a property owner's equity of redemption ends on sales day. General legal principals do not support William George's argument.

"The equitable right of redemption ordinarily is terminated by a valid completed foreclosure of the mortgage." 59A C.J.S. Mortgages § 1419 (2008). "A judicial sale is not complete until the purchaser has complied with his or her bid, which in the case of a sale for cash, is until the purchase price is paid." 50A C.J.S. Judicial Sales § 59 (2008). "The deed executed at a judicial sale conveys all the rights which the original owner had in the premises." 50A C.J.S. Judicial Sales § 75 (2008).

"The 'right to redeem' is merely the right of the mortgagor to reassert complete fee simple ownership of the land, upon payment of the debt and any other charges rightly assessed under the terms of the lien instrument or under statutory provision, the purpose of such action bing to prevent hardship and inequity." 55 Am. Jur. 2d. Mortgages § 787 (2009). "A mortgagor's right to redeem property that is the subject of sale in a foreclosure action expires upon the trial court's confirmation of the sale." 55 Am. Jur. 2d Mortgages § 811 (2009).

As set forth in Appellant's brief, South Carolina case law, South Carolina statutes and the decree in this action indicate a property owner's equity of redemption is not terminated until the judicial sale is completed by compliance with the bid and delivery of the deed. The sale of Todd

Alexander's property was not complete and his equity of redemption was not barred immediately upon the knocking down of the third party's bid. The property was redeemed by Todd Alexander before the sale was completed. Therefore, the judicial sale should be vacated.

CONCLUSION

This is an action to foreclose a homeowners association lien for $761.00 in assessments and late fees. The property is worth at least $316,800.00. The high bid at the judicial sale was only $181,000.00. Todd Alexander, not withstanding his debilitating illness, timely exercised his right to redeem the property.

The judicial sale should be set aside thereby permitting the homeowners association to accept payment in full from Todd Alexander.

Charles T. Smith

Charles T. Smith (S.C. Bar No. 5070)
608 Cypress Street
Georgetown, South Carolina 29440
(843) 545-6578
Attorney for Appellant

March 4, 2016

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Joe M. Crosby, Master-in-Equity

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Wachesaw Plantation East Community Services Association, Inc., ... Respondent,

v.

Todd C. Alexander, ... Appellant.

PROOF OF SERVICE

I certify that I served Appellant's Initial Reply Brief on Wachesaw Plantation East Community Services Association, Inc. by depositing a copy in the United States Mail, postage prepaid, on March 4, 2016, addressed to its attorney of record, Stephanie C. Trotter, McCabe, Trotter & Beverly, P.C., Post Office Box 212069, Columbia, South Carolina 29221, and on William George by depositing a copy in the United States Mail, postage prepaid, on March 4, 2016 addressed to Jack M. Scoville, Jr., Post Office Drawer 1228, Georgetown, South Carolina 29442.

Charles T. Smith [signature]

Charles T. Smith (S.C. Bar No. 5070)
608 Cypress Street
Georgetown, South Carolina 29440
(843) 545-6578
Attorney for Appellant

March 4, 2016

CHARLES T. SMITH
ATTORNEY AND COUNSELOR AT LAW
608 CYPRESS STREET
GEORGETOWN, SOUTH CAROLINA 29440

(843) 545-6578

charles.smith@scbar.us

March 4, 2016

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Jenny Abbott Kitchings, Clerk
South Carolina Court of Appeals
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RE: Wachesaw Plantation v. Alexander, Todd
Civil Action Number 2010-CP-22-1583
Case Tracking Number 2011-198986

Dear Ms. Kitchings:

Enclosed for filing in the referenced matter are Appellant's Initial Reply Brief and Proof of Service.

With highest regards, I remain,

Yours very truly,

Charles

Charles T. Smith

Enclosures

cc w/enc: Stephanie C. Trotter
Jack M. Scoville, Jr.

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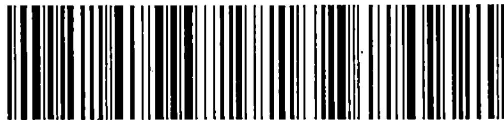

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