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Motion for Stay Of Proceedings

NOV 22 2023

Case# 2023CP4003343

SC Court of Appeals

I, Sherman- Lanarous: Smith, the natural breathing and living man and the executor in the best interest and sole beneficiary of the Cestui que vie all-capitals strawman's trust "SHERMAN SMITH", am asking for a stay of proceedings to the case# 2023CP4003343, which was ruled in favor of the plaintiff, Freedom Mortgage Corporation, by Joseph Strickland, Master in Equity. According to Cornell Law University's website (https://www.law.cornell.edu/wex/stay_of_proceedings#), "A stay of proceedings is a ruling of court to stop or suspend a proceeding or trial temporarily or indefinitely. A court may later lift the start and continue the proceeding. Some states are automatic, but others are up to jurisdictional discretion. Usually, the pendency of an appeal usually stays proceedings in the court below. In *Long v. Robinson*, 432 F.2d 977 (4th Circuit, 1970) the court held that a party seeking a stay must show; (1) that he will likely prevail on the merits of the appeal; (2) that he will suffer irreparable injury if the stay is denied; (3) that the other parties will not be substantially harmed; and (4) that the public interest will be served by granting the stay."

1. "....that he will likely prevail on the merits of the appeal": I told Joseph Strickland that I did not understand his decision, i do not agree, I do not consent, nor do I wish to contract, which he ignored. Without prejudice, I reserve all lawful rights and accept no contract unless it is shown to be lawful by meeting the 4 essential conditions to a lawful binding contract. There are no statute of limitations on fraud. I financed my home through "Home Point Financial Corporation" (who went out of business 2years later) and I never knowingly gave them written permission to sell my personal & private information. I also never gave Freedom Mortgage Corporation written permission to receive my personal & private information, which is a violation of my privacy and identity theft & fraud from both Corporations. Joesph Strickland Master in Equity never looked or even considered my 67 or more pages of evidence, which contains 13 laws and Federal codes that Freedom Mortgage Corporation is in direct violation of. It also contains evidence of an unrebutted affidavit, evidence of communication with the corporation, and evidence of a case # 2023CP4003061) filed against the corporation weeks BEFORE the illegal foreclosure proceedings were initiated. Freedom mortgage corporation cannot & has not produced a lawfully binding contract which consist of 4 essential elements; 1. full disclosure. 2.equal consideration. 3.Lawful terms & conditions. 4. The wet ink signatures of both parties. (Corporations cannot sign because they have no right of mind to contract since they are soul-less legal fictions; and furthermore, no 3rd party can sign a contract on the corporation's behalf. My evidence also shows proof of freedom mortgage sending deceptive communications with official letter heads proclaiming they had acquired a debt I never gave written permission for them to do and that I had to start paying them. This is an act of racketeering. The communication also shows proof of immediate pressure to refinance for a lower payment. This is a contract under fraudulent terms and predatory lending practices. Freedom mortgage also has a vast history of illegal & fraudulent practices.

2. ".....That I will suffer irreparable damage if the stay is denied": As I am a 100% T&P veteran who served honorably, we are a single income home family of 4 and this is the only residence we own. We would have nowhere else to go and they would attempt to take our otherwise willfully loved, protected, and provided for children from us.

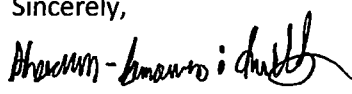
3. "....That the other parties will not be substantially harmed": According to their own website, Freedom Mortgage Corporation is "the 5th highest mortgage provider," "servicing mortgages for over 1.9 million homeowners." They will not be substantially harmed from not only losing but also making my family whole again from the extensive damage they have caused to my credit, credit history, payment history, defamation of character, and the loss of financial opportunities in the last 11 months.

4. "....That the public interest will be served by granting the stay.": I am a law-abiding individual who just happens to be a 100% T&P veteran who served honorably, commits no crimes, and my wife and I

are raising our loving family in this, the only house they've ever had/known. We bother no one and cause no harm and by granting this stay, you would be proving that the law still works.

Thank you in advance/ Thank you for your consideration.

Sincerely,

 "without prejudice"

Sherman-Lanarous: Smith
c/o 200 Grandview Circle
Columbia, SC 29229
803-727-4337