

FORM 1  
NOTICE OF A MOTION REQUESTING  
PERMISSION TO ORDER A TRANSCRIPT  
OUTSIDE OF THE FILING DEADLINES

100520  
**RECEIVED**

DEC 11 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph Strickland, Master in Equity

Appellate Case No. 2023-001826

FREEDOM MORTGAGE  
CORPORATION,

Respondent,

v.

Sherman Smith,

Appellant.

MOTION to ORDER TRANSCRIPT

I certify that I am filing a motion requesting permission to order a transcript outside of the filing deadlines set by Rule 207 of the SCACR, along with a copy of the letter addressed to the master in equity/court Reporter dated December 11, 2023

December 11, 2023

Sherman Smith  
Columbia, South Carolina 29229  
(803) 727-4337  
Appellant

Other Counsel of Record:  
D. Max Sims, SC Bar  
No. 103945  
339 Heyward Street, 2<sup>nd</sup> Floor  
Columbia, South Carolina 29000  
Attorney for Respondent

To the office of Joseph M. Strickland, Master In Equity of Richland County, for whom this may concern (this would have been addressed to the court reporter but Joseph M. Strickland stated there was none present):

The purpose of this letter is to formally request permission to order a transcript outside of the filing deadlines set by Rule 207 of the SCACR.

On November 7<sup>th</sup>, 2023 at 2:30 PM, in the case of FREEDOM MORTGAGE CORPORATION v. Sherman Smith (Case#2023CP4003343), Joseph M. Strickland participated in the attempted theft of private property by ruling in favor of FREEDOM MORTGAGE CORPORATION unlawfully foreclosing and selling my personal property after I brought to his attention the facts of matters that FREEDOM MORTGAGE CORPORATION has not proven with sustenance the ability to foreclose on property. I provided a true and certified copy results of a "UCC 11" search from the Secretary of State's office, proving that there are no liens against my property.

A corporation cannot foreclose on a property without a perfected lien, which includes a lien on the Uniform Commercial Code network.

FREEDOM MORTGAGE CORPORATION has also failed to validate the alleged debt in the lawfully allotted time.

FREEDOM MORTGAGE CORPORATION has also failed to provide a lawful binding contract which consist of 4 essential elements; 1. full disclosure, 2. Equal consideration, 3. Lawful terms and conditions, 4. The wet ink signatures of both parties (corporations cannot sign because they have no right of mind to contract since they are a soul-less legal fictions; and furthermore, no third party can sign a contract on their behalf).

Furthermore, as there are no statutes of limitations on fraudulent behavior and criminal activity, I have proven that when Freedom Mortgage approached me with this, my property was already paid for, pursuant of title 18 USC 8. I was coerced into an unnecessary predatory refinancing consumer credit transaction (as no money was placed in my hand, this was not a loan) with 15 USC 1692j certain deceptive forms.

I have not given the original mortgage corporation "HOMEPOINT FINANCIAL" corporation my expressed written permission to sell my private information, nor did I give FREEDOM MORTGAGE CORPORATION expressed written permission to receive my private information. Both corporations are guilty of identity theft and securities fraud. Despite all of my substantial proof & evidence, the master in equity Joseph M Strickland did not rule in my favor. I was asking for the proceedings to be dismissed based on all of my lawful facts and upon dismissal, FREEDOM MORTGAGE CORPORATION be forced to return all funding received from me and from the government on my behalf.

In remedy, I am asking to be made whole via the following actions: FREEDOM MORTGAGE CORPORATION be held accountable for their actions. I am asking that FREEDOM MORTGAGE CORPORATION immediately discharge the alleged debt and cease and desist further contact with me. I also ask that they be required to update my payment history with all credit and consumer reporting agencies and corporations, as well as with the department of Veterans Affairs, to "Paid As Agreed, Never Late, Paid in Full" status.

Pursuant of 15 USC 1611(3) \$5000 per violation\*11= \$55,000. (pub.L. 90-321, title I, 112, may 29, 1968)

Pursuant of 15 usc 1640(a)(2)(A)(i). \$188,000. \*2= \$376,000. (pub.L. 90-321, title I, 130, may 29, 1968)

Pursuant of 15 usc 1692j, (section 1692k) \$1000. Per violation\*11= 11,000. (pub.L. 90-321, title VIII, 812, sep 20, 1977)

Pursuant of 18 usc 893 \$188,000.\*2= \$376,000. (pub. L. 90-321, title 11, 202(a), may 29, 1968)

I am also seeking all funding that they have illegally received from me under fraudulent terms.

16 months @ \$1,000 per month. \$1,000\* 16= \$16,000.

In total I am asking to be made whole immediately in the remedies of \$834000 + emotional trauma, emotional stress & duress, as well as injuries from the defamation of character over the last 11 months with consumer credit/reporting agencies & corporations.

I am certain that Joseph Strickland stated that there was no court reporter recording at the hearing, and therefore, no transcript being created. These actions have forced me to appeal to the higher courts. As a result, I am required to serve and file a motion requesting permission to order the transcripts outside of the filing deadlines from the court reporter, following my receiving a letter on December 6, 2023 stating that I missed a deadline I did not know that I had.

I am officially requesting the transcript of the proceedings that took place on November 7, 2023 at 2:30pm. I will overnight & certify this letter on Monday December 11, 2023 ensuring your offices will receive it no later than Tuesday December 12, 2023. Please inform me of any fees associated with this request.

Sincerely,

Sherman Smith

200 Grandview Circle

Columbia, SC 29229

CC: the Office of Court Administration

Clerk of court

James Martin Page, Esquire

Don Maxwell Sims, Esquire

FORM 7  
PROOF OF SERVICE OF A MOTION  
REQUESTING PERMISSION TO ORDER A  
TRANSCRIPT OUTSIDE OF THE FILING  
DEADLINES

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THE STATE OF SOUTH CAROLINA  
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[In The Supreme Court]

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph Strickland, master in equity

Appellate Case No. 2023-001826

Freedom Mortgage Corporation

Respondent,

V.

Sherman Smith,

Appellant.

PROOF OF SERVICE

I certify that I have served the Motion Requesting Permission to Order a Transcript Outside of the Filing Deadlines on Freedom Mortgage Corporation by depositing a copy of it in the United States Mail, postage prepaid, on December 11, 2023, addressed to his attorney of record, BELL CARRINGTON PRICE & GREGG, LLC, 339 Heyward Street, 2<sup>nd</sup> Floor, Columbia, South Carolina 29201 [by personally delivering a copy of it to his attorneys of record, Don Maxwell Sims and James Martin Page, at their office at 339 Heyward Street, 2<sup>nd</sup> Floor, Columbia, South Carolina 29201; on December 11, 2023].

December 11, 2023

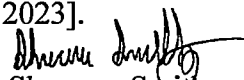
State of: SOUTH CAROLINA

County of: RICHLAND

The foregoing instrument was acknowledged before me 11<sup>TH</sup> day of DECEMBER, 2023

Your Name Here, Notary Public

My Commission Expires 07/12/2033

  
Sherman Smith  
200 Grandview Circle  
Columbia, South Carolina 29229  
(803)727-4337  
Appellant

