

FORM 1
NOTICE OF MOTION FOR AN ORDER
TO SHOW CAUSE

100602

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

RECEIVED

DEC 20 2023

APPEAL FROM RICHLAND COUNTY SC Court of Appeals
Court of Common Pleas

Joseph Strickland, Master in Equity

Case No. 2023-001826

NOTICE OF MOTION FOR ORDER TO
SHOW CAUSE

Sherman Smith files this motion for an "order to show cause" as to why the court should not grant an immediate dismissal & immediate relief to the appellate. As the plaintiff has not provided evidence of 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. Plaintiff has not validated the alleged debt in the lawfully allotted time. Plaintiff has also failed to rebut certified mailed affidavits in the lawfully allotted time. Plaintiff has not provided evidence of a perfected lien at the initiation of unlawful foreclosure. Appellant received ruling at hearing entry of this order [2023CP4003343] on November 7, 2023.

December 17, 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, 2nd Floor
Columbia, South Carolina 29000
Attorney for Respondent
(864) 000-0000

IN THE COURT OF APPEALS
[IN THE SUPREME COURT]

RECEIVED

Case# 2023-001826

DEC 20 2023

SC Court of Appeals

FREEDOM MORTGAGE CORPORATION

Respondent

V. MOTION FOR ORDER TO
SHOW CAUSE

Sherman Smith

Appellant

Appellant files this motion for an "order to show cause" as to why the court should not grant an immediate dismissal & immediate relief the appellee has requested.

- As the respondent has not provided evidence of a lawfully binding contract. Which consist of 4 essential elements;
 1. Full Disclosure (Appellant was not told that he was creating the credit with his wet ink signature & social security #)
 2. Equal Consideration (respondent brought nothing of value to the table and so had nothing to lose.)
 3. Lawful Terms & Conditions (the terms of this contract are based in fraud as they lack the 4 essential elements of a lawfully binding contract)
 4. the wet ink signatures of both parties. (CORPORATIONS can not sign because they have no Right or mind to contract since they are a soul-less legal fiction; furthermore, no third party(employee) can sign a contract on its behalf.
- respondent has not validated the alleged debt in the lawfully allotted time.
- respondent has failed to rebut certified mailed affidavits in the lawfully allotted time.
- respondent has not provided evidence of a perfected lien at the initiation of unlawful foreclosure. (as of 8/16/2023 a certified true and correct copy from the secretary of state's office show that respondent had no lawful interest filed or registered on the uniform commercial code network, which is required in order to foreclose or claim property as collateral.)
- Appellant never knowing gave written permission (lack of full disclosure) to original mortgage company "HOMEPOINT FINANCIAL CORPORATION" to sell nonpublic personal information to 3rd parties. This is identity theft/securities fraud, which are federal crimes.
- Appellant never gave written permission for Respondent "FREEDOM MORTGAGE CORPORATION" to purchase/receive his nonpublic personal information. This is identity theft/securities fraud, which are federal crimes.

Appellant received ruling at hearing entry of this order [2023CP4003343] on November 7, 2023.
Appellant is requesting immediate relief & restitution pursuant of;

- 15 USC 1611(3) \$5000. per violation (29 violations) =\$145,000.

- 15 USC 1640(a)(2)(A)(i). \$188,000 *2 = \$376,000.
- 15 USC 1692j (section 1692k) \$1000. per violation(29 violations)= \$29,000.
- 18 USC 893 \$188,000 * 2= \$376,000.
- all payment history updated to paid as agreed, never late, paid in full with all consumer reporting agencies.
- updated the Department of Veteran Affairs with corrected status
- the immediate discharge of alleged debt.
- the immediate return of ALL(not just what I paid) funding/securities gained through my wet ink signature & social security number.
- Freedom mortgage corporation cover Court cost & fees, fees for process of services
- \$145,000 + \$376,000 + 29,000 + \$376,000 = \$926000 + restitution for defamation of character, emotional trauma & duress from threats of unlawful foreclosure.

Sincerely,

Sherman Smith

200 Grandview Circle

Columbia, SC 29229

UCC 1-308 "without prejudice"

CC: James matin page, esquire

Don Maxwell Sims, esquire

Clerk of lower courts

South Carolina Office of Court Administration



SANDHILLS
1805 CLEMSON RD
COLUMBIA, SC 29221-9998
(800)275-8747

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Product	Qty	Unit Price	Price
DocMir 9.75x12.25	2	2.09	\$4.18

PM Express 1-Day 1 \$28.75
Columbia, SC 29201
Weight: 0 lb 3.60 oz
Signature Requested
Scheduled Delivery Date
Wed 12/20/2023 06:01 PM
Money Back Guarantee

Tracking #: EJ338286990US
Insurance \$0.00
Up to \$100.00 included

Return Receipt \$3.55
Tracking #: 9590 9402 8492 1186 0736 61

Total \$32.30

PM Express 1-Day 1 \$28.75
Columbia, SC 29201
Weight: 0 lb 3.50 oz
Signature Requested
Scheduled Delivery Date
Wed 12/20/2023 06:01 PM
Money Back Guarantee

Tracking #: EJ338286986US
Insurance \$0.00
Up to \$100.00 included

Return Receipt \$3.55
Tracking #: 9590 9402 8492 1186 0736 92

Total \$32.30

Grand Total: \$68.78

Debit Card Remit \$68.78

Card Name: VISA
Account #: XXXXXXXXXXXX1608
Approval #: 472594
Transaction #: 802
Receipt #: 080944
Debit Card Purchase: \$61.78
AID: A0000000980840 Chip
AL: US DEBIT
PIN: Verified

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Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To
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Street and Apt. No., or PO Box No.
339 Heyward St., 2nd Floor
City, State, ZIP+4®
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Street and Apt. No., or PO Box No.
1220 Senate St., Ste. 200
City, State, ZIP+4®
Columbia, SC 29201

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Money-back Guarantee: If the mailer submits an Item at a designated USPS® Priority Mail Express® acceptance location on or before the specified deposit time, the Postal Service will deliver or attempt delivery to the addressee or agent before the applicable delivery date and time. Mailer may request the addressee's signature from the addressee upon delivery of the item by checking the "signature required" box at the time of mailing. If the Postal Service does not deliver or attempt delivery by the specified time and the mailer files a valid claim for a refund, the Postal Service will refund the postage, unless an exception applies. See *Mailing Standards of the United States Postal Service, Domestic Mail Manual (DMM®) 604.9.5.5* which is available at pe.usps.com.

Note: The Postal Service does not offer money-back guarantee for military or DPO shipments delayed due to customs inspections or the item was destined for an APO/FPO/DPO that was closed on the intended day of delivery or the delay was caused by one of the situations in DMM 604.9.5.5. Consult USPS.com or your local Post Office for information on delivery commitments and Priority Mail Express Military Service (PMEMS). For details, see DMM 703.2.6, which is available at pe.usps.com.

When a mailer submits a Priority Mail Express Item requiring a signature and the Postal Service cannot deliver the item on the first attempt, the Postal Service leaves a notice for the addressee. If the addressee does not claim the item within 5 calendar days, the Postal Service returns the item to the sender at no additional charge.

Insurance coverage: The Postal Service provides insurance only in accordance with postal regulations in the DMM, which is available at pe.usps.com. The DMM sets forth the specific types of losses that are covered, the limitations on coverage, terms of insurance, conditions of payment, and adjudication procedures. Certain items are not insurable. The DMM consists of federal regulations, and USPS personnel are not authorized to change or waive these regulations or grant exceptions. A mailer who requires information on Priority Mail Express Insurance may contact the Postal Service before submitting an item. Limitations prescribed in the DMM provide, in part, that:

1. Insurance coverage extends to the actual value of the contents at the time of mailing or the cost of repairs, not to exceed the insured limit for the item.
2. The Postal Service insures the contents of Priority Mail Express "merchandise" items (with "merchandise" defined by postal regulations) against loss, damage, or missing contents. The Postal Service includes coverage up to \$100 per mailpiece at no additional charge. Additional merchandise insurance up to \$5,000 per mailpiece may be available for purchase. Additional insurance for Priority Mail Express items is not available unless a signature is required.

LABEL 11-B MARCH 2019 PSN 7690-02-000-9998

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EJ 338 286 986 US

3. The Postal Service insures "nonnegotiable documents" (as defined by postal indemnity regulations) against loss, damage, or missing contents up to \$100 per mailpiece for document reconstruction, subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. Document reconstruction insurance provides reimbursement for the reasonable costs incurred in reconstructing duplicates of nonnegotiable documents mailed. Document reconstruction insurance coverage above \$100 per mailpiece is not available. The mailer should not attempt to purchase additional document insurance, because additional document insurance is void.
4. The Postal Service insures "negotiable items" (defined by postal regulations as items that can be converted to cash without forgery), currency, or bullion up to a maximum of \$15 per mailpiece.
5. The Postal Service does not provide coverage for consequential losses due to loss, damage, or delay of Priority Mail Express items or for concealed damage, spoilage of perishable items, and articles improperly packaged or too fragile to withstand normal handling in the mail. Coverage, terms, and limitations are subject to change. For additional limitations and terms of coverage, consult the DMM, which is available at pe.usps.com.

Indemnity Claims (Loss, Damaged or Missing Contents): Either the mailer or the addressee may file an indemnity claim for loss, damaged or missing contents. The claimant may submit the claim online at usps.com, or by mail; for more information see Publication 122, *Domestic Claims, Customer Reference Guide*. The timelines for claims are as follows: claims for loss – no sooner than 7 days but no later than 60 days after the date of mailing; claims for damage or missing contents – immediately but no later than 60 days from the date of mailing. Retain the original USPS retail receipt or eReceipt/electronic receipt for claims purposes. For claims involving damage or missing contents, also retain the article, container, and packaging for Postal Service inspection when requested.

Refund of Postage and Fees (Service Performance): If delivery of a Priority Mail Express (PME) item does not meet the scheduled delivery commitment(s), online and commercial customers may submit a refund request by visiting USPS.com. Retail customers may submit a refund request either online at USPS.com or at retail locations. Refund requests for postage must be submitted no later than 30 days from the date of mailing; Extra Services fees refund requests must be submitted no later than 60 days from the date of mailing. Each tracking number can only be submitted once for all applicable refunds. Refund requests for PME or PME with Extra Services must be combined into a single submission.

Thank you for choosing Priority Mail Express service.

Tracking: For USPS Tracking, scan the QR Code below or go to USPS.com or call 800-222-1811



EJ 338 286 986 US

Priority Mail Express tracking number



EJ 338 286 990 US

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Priority Mail Express tracking number

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PROOF OF SERVICE OF A MOTION
TO ORDER TO SHOW CAUSE

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

RECEIVED

DEC 20 2023

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

SC Court of Appeals

Joseph Strickland, Master in equity

Case No. 2023-CP-4003343

Case No. 2023-001826

FREEDOM MORTGAGE CORPORATION

Respondent,

V.

Sherman Smith,

Appellant.

PROOF OF SERVICE

I certify that I have served a motion for order to show cause on Freedom Mortgage Corporation by depositing a copy of it in the United States Mail, postage prepaid, on December 18, 2023, addressed to his attorney of record, BELL CARRINGTON PRICE & GREGG, LLC, 339 Heyward Street, 2nd 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, 2nd Floor, Columbia, South Carolina 29201, on December 18, 2023].

December 18, 2023

State of: South Carolina

County of: Richland

The foregoing instrument was acknowledged before me 19 day of December, 2023

Jagdeep Patel
Your Name Here, Notary Public

My Commission Expires 02/27/2033

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

