

**FORM 1**  
**NOTICE OF MOTION FOR AN ORDER**  
**TO SHOW CAUSE**

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

Case No. 2023-001826

**RECEIVED**

DEC 21 2023

SC Court of Appeals

**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, 2<sup>nd</sup> Floor  
Columbia, South Carolina 29000  
Attorney for Respondent  
(864) 000-0000

**IN THE COURT OF APPEALS  
[IN THE SUPREME COURT]**

**Case# 2023-001826**

FREEDOM MORTGAGE CORPORATION

Respondent

**V. MOTION FOR ORDER TO  
SHOW CAUSE**

Sherman Smith

Appellant

**RECEIVED**

DEC 21 2023

SC Court of Appeals

Appellant files this motion for an "order to show cause" as to why the court should not grant an immediate dismissal & immediate relief the appellate 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**

**FORM 7**  
**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]

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph Strickland, Master in equity

**RECEIVED**

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SC Court of Appeals

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, 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 18, 2023].

December 18, 2023

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

FROM:

Sherman L. Smith  
200 Grandview Circle  
Columbia, SC 29229

REGISTERED

MAIL PERMIT

TO:

SC. Div. of Corp. Administration  
1720 S. Park St.  
St. 400  
Columbia, SC 29204

Photo Document Center  
924 x 12 1/4"

Registered Mail