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Feb 22 2024

SC Court of Appeals

From: [Sherman Smith](#)
To: [Court Of Appeals Filings](#)
Subject: case # 2023-001826 basis for the dismissal of trial court action.
Date: Thursday, February 22, 2024 11:41:53 AM

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Representative of (Respondent) FREEDOM MORTGAGE CORPORATION filed a return 02-16-24 to (Appellant's) Sherman Smith motion to dismiss filed on 02-15-24. to be clear (Appellant) Sherman Smith is not Asking for a dismissal of the appeal that he filed himself. Appellant motioned the courts to dismiss the underlying state court action filed in the richland county common pleas C/A No; 2023-CP-40-03343 (Trial court Action) on the basis of

1. (Respondents) contempt of court. 12-20-2023 a "motion for order to show cause" was filed. (Respondent) FREEDOM MORTGAGE CORPORATION & (Respondents representation) did not file a return. Pursuant of Appellate court rules section B. PETITIONS AND MOTIONS. RULE 240 (g) Failure to comply. Failure of the moving party to perform any act required by this rule may be deemed an abandonment of the motion or petition. (HE WHO LEAVES THE FIELD OF BATTLE FIRST LOSES BY DEFAULT)

2. after filing a motion Requesting permission to order a transcript outside of filing deadlines 12-11-2023. the lower courts failed to provide said transcript. pursuant of Appellate court rules **II. Rules of Appellate Practice (A) Appeals rule 207 TRANSCRIPT OF PROCEEDINGS.**

(5) Failure to Receive Transcript. If appellant has not received the transcript within the allotted time nor received notification of an extension within ten (10) days after the allotted time, appellant shall notify the Office of Court Administration, the clerk of the appellate court, and the court reporter in writing.

(6) Failure to Comply. The willful failure of a court reporter to comply with the provisions of this Rule shall constitute contempt of court enforceable by order of the Chief Justice.

3. FREEDOM MORTGAGE CORPORATION & representation has failed to provide a lawfully binding contract consisting of the four essential conditions to a lawful binding contract; 1.Full disclosure, 2.Equal consideration, 3.Lawful Terms & conditions, 4. The wet ink signatures of both parties- (a corporation can't sign because it has no Right or Mind to contract since they are a soul-less fiction: Furthermore, no third party can sign a contract on their behalf.) which means FREEDOM MORTGAGE CORPORATION has no authority and is attempting to foreclose & resale my property under fraudulent terms

4. title 42 USC 408- there is no legal money in this country. no one can pay off a debt with debt.

5. title 12 usc 1431- banks can not lend their own stock/money

6. There has been no money in this country since 1933, uniform commercial code 9 (102)(8)

#65- there is no obligation to pay back on a promissory note.

(points 4-6 prove that (Appellant) Sherman Smith is the original creditor & that FREEDOM MORTGAGE CORPORATION brought nothing of value to the contract, thus making the contract a fraudulent one)

7. FREEDOM MORTGAGE CORPORATION is not the original mortgage company (Appellant) financed the purchase of his property through. HOME POINT FINANCIAL CORPORATION is. Appellant has never given his expressed written permission to any CORPORATION to sell or receive his private information. which makes these proceedings an act of "SECURITIES FRAUD" & "IDENTITY THEFT"

8. FREEDOM MORTGAGE CORPORATION also produced deceptive forms of communication & immediately pressured Appellant to resign under duress for a lower payment.

9. FREEDOM MORTGAGE CORPORATION also failed to rebut several certified mailed Affidavits as early as January of 2023, informing them that APPELLANT was not refusing to pay & was willing to pay any lawful obligations contingent upon FREEDOM MORTGAGE CORPORATION validating the alleged debt.. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. AN UNREBUTTED AFFIDAVIT BECOMES JUDGMENT IN COMMERCE.

10. point #9. proves that FREEDOM MORTGAGE attempting to foreclose for non-payment not only is a fraudulent act but a frivolous act upon the courts and a waste of HONORABLE JUDGES time, efforts & energy.

11. A CERTIFIED TRUE UCC 11(uniform commercial code) search in Appellant's name at the time the foreclosure & resell was ordered, proves that FREEDOM MORTGAGE CORPORATION did not have a perfected lien, again making these proceedings to be fraudulent.

In conclusion these are 11 matters of fact that the courts must not overlook as a basis to dismiss the underlying state court action filed in the richland county common pleas C/A No; 2023-CP-40-03343 (Trial court Action) With remedy.