

**FORM 1
NOTICE OF OBJECTION TO ILLEGAL
AND UNLAWFUL ORDERS**

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

RECEIVED

APR 02 2024

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph Strickland, Master in Equity

Case No. 2023-CP-400-3343

Appellate Case No. 2023-001826

FREEDOM MORTGAGE
CORPORATION

Respondent,

v.

Sherman Smith,

Appellant.

FRAUDULENT ORDERS

For the record & on the record, let the record show that I, Appellant **Sherman Smith**, (the divine living being, born of the waters of my mother's womb onto land of the Common Law jurisdiction, not the legal fiction all caps cestui que vie trust "SHERMAN SMITH") **am making a special appearance, under duress from threats of damage and illegal seizure** (which in no way or manner is a jurisdictional granting appearance) on the behalf of the Accused. There is no evidence that Appellant's unalienable rights are not being strategically and systematically violated & aliened upon by the actions of this court. These unalienable rights are protected by the Constitution and the oath every officer of the court/judge is required to take before taking office.

Appellant challenges the jurisdiction of this court. I am aware of no contract that I have knowingly, willingly, intentionally, and voluntarily entered with a court that grants any jurisdictional authority over me. If there is such a contract, I demand the court present it.

There is no evidence that Appellant Sherman Smith knowingly, willingly, intentionally, or voluntarily understands any jurisdiction outside of the Common Law. There is no evidence that Appellant Sherman Smith knowingly, willingly, intentionally, or voluntarily agrees with any jurisdiction outside of the Common Law. There is no evidence

that Appellant knowingly, willingly, intentionally, or voluntarily gave consent to any jurisdiction outside of the Common Law.

Pursuant of Title 28 USC 1691 – **seal of teste of process** - all writs and process issuing from a court of the United States shall be under the seal of the court and signed by the clerk thereof (June 25, 1948, ch. 646, 62 Stat. 945.)

Pursuant of title 28, USC., 1940ed., §721(R.S. §911; Mar. 3, 1911, ch. 231, §291, 36 Stat. 1167).

Pursuant of Title 22 USC 2459 – **Immunity from seizure under judicial process of cultural objects imported for temporary exhibition or display** (Pub. L. 89-259, Oct. 19, 1965, 79 Stat. 985;

Pub. L. 116-283, div. A, title XII, §1216(a) Jan. 1, 2021, 134 Stat. 3922.)

There is no evidence the order of foreclosure and Resale electronically filed 2023 Nov 21, 11:29am in the county of RICHLAND- COMMON PLEAS- case #2023CP4003343 was signed at all or given in a lawful judicial capacity, as a lawful order requires: The name, title, jurisdiction, and state seal on it.

There is no evidence that order filed on December 21, 2023 “Appellant’s Motion for Stay of Proceedings is Denied” was given in a lawful judicial capacity, as a lawful order requires: the name, title, jurisdiction, and state seal on it.

There is no evidence that order filed on January 12, 2024 – “Motion for Order to Show Cause with remedy was Denied” – was given in a lawful judicial capacity, as a lawful order requires: the name, title, jurisdiction, and state seal on it.

There is no evidence that order filed on March 28, 2024 – “Motion to Dismiss with remedy was Denied After Respondent Failed to File a Return” – was given in a lawful judicial capacity, as a lawful order requires: the name, title, jurisdiction, and state seal on it.

There is evidence of collusion between the courts, judges, the lawyers and attorneys and FREEDOM MORTGAGE CORPORATION’s representatives to violate appellant’s unalienable rights by refusing to answer direct questions that challenge the jurisdiction under which these proceedings fall, as well as the lawfulness of FREEDOM MORTGAGE CORPORATION’s allegedly lawful contract with appellant that would give them the authority to foreclose and resale the accused’s property.

There is no evidence that the officers of this court did not sign these orders under a judicial capacity because they would be knowingly and willingly violating their oaths of office and the constitution they have sworn to uphold.

There is evidence that orders filed on December 21, 2023, January 12, 2024, and March 28, 2024 were only signed in an administrative capacity and has no legal standing, validity, or legality.

There is evidence that the judges, lawyers, attorneys, clerks, and corporation stand to benefit from the prolonging of these proceedings that are in direct violation of Appellant’s unalienable rights.

Appellant Sherman Smith does not consent to being surety for these cases and

these proceedings.

Appellant Sherman Smith demands the bond be immediately brought forward so he can see who will indemnify him if these attempts to damage him persist.

There is no evidence that Respondent FREEDOM MORTGAGE CORPORATION has provided that rebuts any of the matters of fact that Appellant Sherman Smith presents to the court.

BREAKDOWN OF REMEDY

- 15 USC 1611(3) \$5000. per violation (29 violations) = \$145,000. (pub. L. 90-321, title I, 112, May 29, 1968)
- 15 USC 1640(a)(2)(A)(i). \$188,000 * 2 = \$376,000. (Pub. L. 90-321, title I, 130, May 29, 1968)
- 15 USC 1692j (section 1692k) \$1000. per violation (29 violations) = \$29,000. (Pub. L. 90-321, title VIII, 812, Sep 20, 1977)
- 18 USC 893 \$188,000 * 2 = \$376,000. (Pub L.. 90-321, title II, 202(a), May 29, 1968)
- 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 = \$926,000 + restitution for defamation of character, emotional trauma & duress from threats of unlawful foreclosure.
- 15 USC I-Trust, etc., in restraint of trade illegal; penalty Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any contract or engage in any combination or conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court. Case law supported & provided July 2, 1890, ch. §1, 26 Stat. 209-The Sherman Anti-Trust Act Aug 17, 1937, ch. 690, title VIII, 50 stat. 693 July 7, 1955, ch. 281, 69 stat. 282 Public L. 93-528, §3, Dec. 21, 1974, 88 Stat. 1708 Public L. 94-145, §2, Dec. 12, 1975, 89 Stat. 801 Public L. 101-588, §4(a), Nov. 16, 1990, 104 Stat. 2880 Public L. 108-237, Title II, §215(a), June 22, 2004, 118 Stat. 668.

April 1, 2024

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

Other Counsel of Record:

J. Martin Page

Don Maxwell

Bell, Carrington, Price, &

Gregg LLC

339 Heyward St.

2nd Floor

Columbia, South Carolina 29201

Attorney for Respondent

(803) 509-5078

**FORM 7
PROOF OF SERVICE OF OBJECTION TO
ILLEGAL AND UNLAWFUL ORDERS**

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

RECEIVED

APR 02 2024

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joesph Strickland, Master in Equity

Case No. 2023-CP-40-03343

Appellate Case No. 2023-001826

FREEDOM MORTGAGE CORPORATION Respondent,

v.

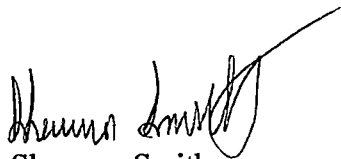
Sherman Smith

Appellant.

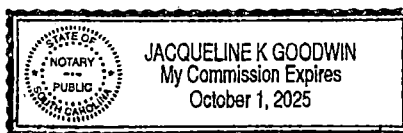
PROOF OF SERVICE

I certify that I have served a response to return on FREEDOM MORTGAGE by depositing a copy of it in the United States Mail, postage prepaid, on April 1, 2024, addressed to its attorney on record, J. Martin Page, at his office at BELL CARRINGTON PRICE & GREGG, LLC 339 Heyward Street, 2nd Floor Columbia, SC 29201

April 1, 2024



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



Jacqueline K Goodwin 4/1/2024