

**FORM 1  
NOTICE OF OBJECTION OF VOID  
ORDER AND MOTION FOR RELIEF  
FROM JUDGEMENT OR ORDER**

**RECEIVED**

JUN 03 2024

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

Case No. 2023-CP-400-3343  
Appellate Case No. 2023-001826

FREEDOM MORTGAGE  
CORPORATION,

Respondent,

v.

Sherman Smith,

Appellant.

MOTION FOR RELIEF FROM A  
JUDGEMENT OR ORDER

Appellant objects to the order filed on May 29, 2024 denying motion to dismiss the Circuit court case no. 2023-CP-400-3343 on the grounds that the case took place under fraudulent terms.

FREEDOM MORTGAGE CORPORATION has failed to provide a lawful and binding contract not made under fraudulent terms, and consisting of the 4 essential conditions.

These conditions are:

1. Full disclosure (I was not made aware that it is illegal to accept cash payments in combination with consumer credit transactions, or that my wet ink signature and social security number produced the credit for the transaction.)
2. Equal consideration (they brought nothing of value to the table and so had nothing to lose.),
3. Lawful terms and conditions (because there was no full disclosure or equal consideration, the terms and conditions were fraudulent.),
4. The wet ink signatures of both parties, myself and FREEDOM MORTGAGE CORPORATION

(a corporation can't sign because they have no right or mind to contract since it is a soulless legal fiction; and furthermore, no 3<sup>rd</sup> party can sign a contract on its behalf).

In order for Appellant to have caused injury via breach of contract or non-payment, Respondent must provide said contract. If there is no such lawful and binding contract, there is no agreement and there can be no injury.

Furthermore, seizure, foreclosure, and reselling of appellant's property is illegal pursuant of 15 USC §1692e(4) – the representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such actions is lawful and the debt collector or creditor intends to take such actions.

All matters of fact considered, **Appellant motions for relief from judgement or order.**

Pursuant of Rule 60 (b)(3) – Fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party. FREEDOM MORTGAGE CORPORATION has failed to provide a lawful binding contract.

As well as Rule 60 (b)(4) – the judgement is void;

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.)

There is no evidence that the order filed on May 29, 2024 was given in a lawful capacity as the order lacks the elements of a lawful order, including the name of judge, title of judge, jurisdiction, and state seal, which makes the order void and unlawful.

(FREEDOM MORTGAGE CORPORATION has not provided evidence of a lawful and binding contract, consisting of 1. Full disclosure, 2. Equal consideration, 3. Lawful terms and conditions, and 4. The wet ink signatures of both parties, myself and FREEDOM MORTGAGE CORPORATION - corporations can't sign because they have no right or mind to contract since they are a soulless legal fiction; and furthermore, no 3<sup>rd</sup> party can sign a contract on its behalf).

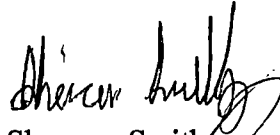
FREEDOM MORTGAGE CORPORATION has previously failed an order to show cause and the courts have failed to hold the corporation accountable. An order to show cause (O.S.C.), is a court order or the demand of a judge requiring a party to justify or explain why the court should or should not grant a motion or a relief.

Also concerning the order filed on May 29, 2024, the courts have largely ignored all of Appellant's arguments, evidence, and matters of fact, that if properly addressed, would force the courts to throw out the fraudulent case of seizure, foreclosure, and resell and compel FREEDOM MORTGAGE CORPORATION to provide remedy and relief as previous filings have dictated. Instead, the courts threatened Appellant with the dismissal of his appeal (which would result in the illegal seizure and foreclosure of his property) if he continues to defend himself with motions that prove beyond a shadow of a doubt that he is innocent and that FREEDOM MORTGAGE CORPORATION is guilty.

This void order can only be perceived as a threat and an attempt to intimidate Appellant into complying with these fraudulent proceedings.

Appellant will not comply until FREEDOM MORTGAGE CORPORATION provides proof and evidence of its claim. If there is no lawful contract, then there is no lawful agreement, which results in no injury.

June 3, 2024



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

Other Counsel of Record:

J. Martin Page

D. Max Sims

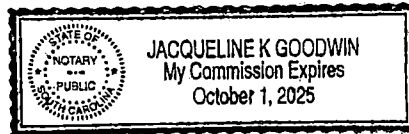
BELL, CARRINGTON, PRICE & GREGG LLC

339 Heyward Street, 2<sup>nd</sup> Floor

Columbia, South Carolina 29201

Attorney for Respondent

(803) 509-5078



*Jacqueline K Goodwin*  
6/3/2024

U.S. Department of Homeland Security  
U.S. Citizenship and Immigration Services  
National Records Center  
P.O. Box 648010  
Lee's Summit, MO 64064-8010



U.S. Citizenship  
and Immigration  
Services

Control Number: NRC2024140694

March 19, 2024

SHERMAN SMITH  
200 GRANDVIEW CIR  
COLUMBIA, SC 29229

Dear SHERMAN SMITH:

This letter is in response to your request for records under the Freedom of Information Act (FOIA) or Privacy Act (PA), which was received in this office on March 13, 2024, regarding your documents relating to status as a US Citizen.

We have completed a search of Person-Centric Identity Services (PCIS). No records responsive to your request were located. If you have reason to believe that responsive records do exist, and you can provide us with additional information, we will conduct another search. Please forward the additional information to the address listed above and reference the control number which appears on this correspondence. If, after the second search no responsive records are located, you will be notified. At that time, you may appeal the determination by following the directions set forth below.

You have the right to file an administrative appeal within 90 days of the date of this letter. By filing an appeal, you preserve your rights under FOIA and give the agency a chance to review and reconsider your request and the agency's decision. You may file an administrative FOIA appeal by mail to USCIS FOIA/PA Appeals Office, 150 Space Center Loop, Suite 500, Lee's Summit, MO 64064-2139. Both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal."

If you would like to discuss our response before filing an appeal to attempt to resolve your dispute without going through the appeals process, you may contact our USCIS FOIA Public Liaison at U.S. Citizenship and Immigration Services, National Records Center, FOIA/PA Office, P.O. Box 648010, Lee's Summit, MO 64064-8010, or by email at FOIAPAQuestions@uscis.dhs.gov.

A USCIS FOIA Public Liaison is an agency official to whom FOIA requesters can raise concerns about the service the requester has received from the agency's FOIA Office. USCIS FOIA Public Liaisons are responsible for assisting in reducing delays, increasing transparency, and understanding of the status of requests, and assisting in the resolution of disputes.

If you are unable to resolve your FOIA dispute through our USCIS FOIA Public Liaison, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001; email ogis@nara.gov; telephone 202-741-5770; toll free 877-684-6448; or facsimile 202-741-5769.

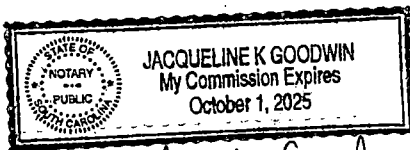
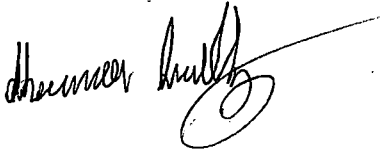
How to Submit Questions or Changes

Questions concerning this FOIA/PA request may be mailed to U.S. Citizenship and Immigration Services, National Records Center, FOIA/PA Office, P.O. Box 648010, Lee's Summit, MO 64064-8010 or emailed to FOIAPAQuestions@uscis.dhs.gov. All FOIA/PA related requests, including address changes, must be submitted in writing, and signed by the requester. Please include the control number listed above on all correspondence with this office. For more information regarding the USCIS FOIA Program, please visit [uscis.gov/foia](http://uscis.gov/foia).

Sincerely,



Jarrold T Panter  
Acting Chief FOIA Officer  
Freedom of Information Act & Privacy Act Unit



Jacqueline K Goodwin  
6/3/2024

## Citizenship Evidence Affidavit

I, Sherman Lanarous Smith, being of sound mind and lawful age do solemnly declare:

1. The 1<sup>st</sup> clause of the 14<sup>th</sup> Amendment states: “All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the state wherein they reside.”
2. The 1<sup>st</sup> clause of the 14<sup>th</sup> Amendment does not say: “All persons born or naturalized in the United States, are subject to the jurisdiction thereof....”
3. The 1<sup>st</sup> clause of the 14<sup>th</sup> Amendment contains two requirements for United States citizenship: (a) that a person be born or naturalized in the United States and (b) that a person be subject to the jurisdiction of the United States.
4. I am not restricted by the 14<sup>th</sup> Amendment, because I receive no protection from it and I have no reciprocal obligation to a 14<sup>th</sup> Amendment allegiance or sovereignty. Thus I owe no obedience to anyone under the 14<sup>th</sup> Amendment, United States v. Wong Kim Ark, 169 U.S. 649 (1898). Thus, I am not “Subject to the jurisdiction thereof....”
5. The Department of State document, “Certificates of Non-Citizen Nationality,” located at <https://travel.state.gov/content/travel/en/legal/travel-legal-consideration/us-citizenship/Certificates-Non-Citizen-Nationality.html> says - in part – in the 3<sup>rd</sup> paragraph: “Section 101(a)(21) of the INA defines the term “national” as ‘a person owing allegiance to a state.’ Section 101(a)(22) of the INA provides that the term ‘national of the United States’ includes all U.S. citizens as well as persons who, though not citizens of the United States, owe permanent allegiance to the United States (non-citizen nationals).”
6. I, hereby declare I am a national but not a citizen of the United States.
7. This affidavit is submitted to legally and lawfully rebut the fraudulent legal presumption, that I am a “citizen of the United States” under the scope and purview of the 14<sup>th</sup> Amendment’s Federal citizenship and that such Federal citizenship grants me “civil rights.”
8. I am “non resident” to the “residency” of the 14<sup>th</sup> Amendment and “alien” to the “citizenship” thereof; therefore I am not subject to the jurisdictional statements of the United States code.
9. As the tax imposed in 26 U.S.C. 1, pursuant of 26 C.F.R. 1.1-1 is on “citizens” and “residents” as contemplated in the 14<sup>th</sup> Amendment, it is not applicable to me, as I am neither a “citizen” nor a “resident.”
  - a. Notwithstanding the fact that I may have, previously, filed U.S. Individual Income Tax Returns, such filings were done by mistake as I was unaware that these filings were

mandated only for citizens and residents of the United States as contemplated by the 14<sup>th</sup> Amendment.

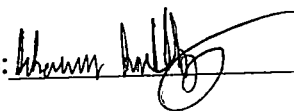
10. Furthermore, I am not a "resident" of any state under the 14<sup>th</sup> Amendment and hereby publicly disavow any contract, form, agreement, application, certificate, license, permit, or other document that I or any other person may have signed expressively or by acquaintance that would grant me any privileges and thereby ascribe to me rights and duties under a substantive system of law other than the Constitutional Contract of 1787 for the United States of America and the Constitutions for the several states of the union, exclusive of the 14<sup>th</sup> Amendment.

11. I reiterate that I have made the above determinations and made this declaration under no duress, coercion, promise of reward or gain, or undue influence and of my own free will, with no mental reservation and with no intent to evade any legal duty under the laws of the United States or any of the several states.

12. At any time, I reserve the right to amend and correct necessary or to rescind and revoke this document.

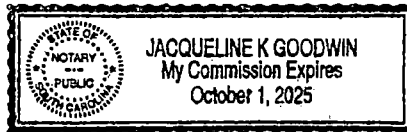
13. I invite any individual who has reason to believe that I am in error in my facts and conclusions above to file an affidavit stating the contrary facts and conclusions, signed under penalty of perjury before a person authorized by law to administer and witness an oath.

I declare, under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Signature: 

Date: 6-3-2024

Printed Name: Sherman Smith



Jacqueline K Goodwin  
6/3/2024

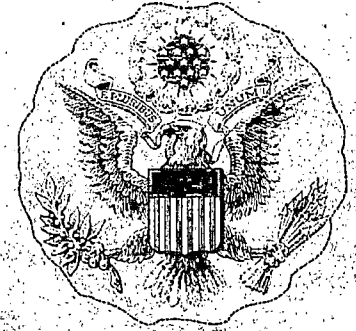


O say does that star  
spangled banner yet wave  
O'er the land of the free  
& the home of the brave?



...AND THAT GOVERNMENT OF THE PEOPLE,  
BY THE PEOPLE, FOR THE PEOPLE,  
SHALL NOT PERISH FROM THE EARTH.

—ABRAHAM LINCOLN



The Secretary of State of the United States of America  
hereby requests all whom it may concern to permit the  
citizen/national of the United States named herein to pass  
without delay or hindrance and in case of need to give all  
lawful aid and protection.

Le Secrétaire d'Etat des Etats-Unis d'Amérique prie par les présentes toutes  
autorités compétentes de laisser passer le citoyen ou ressortissant des Etats-Unis  
titulaire du présent passeport, sans délai ni difficulté et, en cas de besoin, de lui  
accorder toute aide et protection légitimes.

El Secretario de Estado de los Estados Unidos de América por el presente solicita  
a las autoridades competentes permitir el paso del ciudadano o nacional de los  
Estados Unidos aquí nombrado, sin demora ni dificultades, y en caso de  
necesidad, prestarle toda la ayuda y protección lícitas.

A39462215

### Statement of claim.

FREEDOM MORTGAGE CORPORATION is not the original mortgage company that Appellant used to finance the purchase of his property. That original corporation's name was "Homepoint Financial." 2 years after Appellant financed his property through "Homepoint," that corporation went out of business. Appellant never knowingly, willingly, willfully, voluntarily, or intentionally gave Homepoint Financial his expressed written permission to give out his private information.

Appellant never knowingly, willingly, willfully, voluntarily, or intentionally gave FREEDOM MORTGAGE CORPORATION his expressed written permission to *receive* his private information. **That is identity theft and securities fraud!**

Sometime after that, FREEDOM MORTGAGE e-mailed Appellant with deceptive forms of communications & mailed letter to Appellants property claiming he now had to pay them. At the time, Appellant was unaware of how the financial systems worked, and out of duress and unawareness began paying FREEDOM MORTGAGE monthly racketeering payments.

Once Appellant became aware of the consumer protection laws, Appellant sent FREEDOM MORTGAGE CORPORATION a certified mailed affidavit stating he was not refusing to pay any debt that he was lawfully obligated to do so. Contingent upon FREEDOM MORTGAGE validating the debt through actual accounting & records he would be glad to continue paying.

FREEDOM MORTGAGE failed to rebut the affidavit via certified mail rebuttal and they also failed to validate the debt, which requires them to discharge the alleged debt. If they cannot lawfully prove it, then I do not lawfully owe them.

Instead of rebutting the affidavit or validating the debt, they continued to send presentments & make negative statements on Appellant's credit reports without lawfully proving Appellant owed them anything. Appellant filed a lawsuit 2 weeks before respondent attempted to have his property foreclosed & resold. But the foreclosure system moves faster. It is under duress that I defend my name, dependents, & property.

FREEDOM MORTGAGE does not have a lawful binding contract that consist of the 4 essential elements. These conditions are:

1. Full disclosure (Appellant was not made aware that it is illegal to accept cash payments in combination with consumer credit transactions, or that his wet ink signature and social security number produced the credit for the transaction.)
2. Equal consideration (they brought nothing of value to the table and so had nothing to lose.),
3. Lawful terms and conditions (because there was no full disclosure or equal consideration, the terms and conditions were fraudulent.),

4. The wet ink signatures of both parties, the Appellant and FREEDOM MORTGAGE CORPORATION (a corporation can't sign because they have no right or mind to contract since it is a soulless legal fiction; and furthermore, no 3<sup>rd</sup> party can sign a contract on its behalf).

If FREEDOM MORTGAGE does have such a contract, Appellant demands they provide it. If they can not prove they have a lawful binding contract, then they don't have the jurisdiction or authority or lawful financial interest to Appellant's property. All of FREEDOM MORTGAGE'S claims against Appellant are fraudulent and malicious in nature because it is a billion-dollar company that operates in 50 states, executing over 1.9 million mortgages. The fraudulent foreclosure and resale of Appellant's property would cause great harm to Appellant and Appellant's family, while not significantly making or breaking this billion-dollar corporation.

Appellant accuses FREEDOM MORTGAGE CORPORATION of securities fraud, identity theft, and malicious & fraudulent Racketeering practices with intent to cause great harm against a non-Assumpsit, non-combative, law abiding, United States of America noncitizen state national & his 3 dependents: A wife & 2 Ren (also known as "children"). This has caused great injury to Appellant & Appellants dependents. This process has been traumatic, taxing, costly, time consuming & energy consuming. It has directly affected Appellants ability to pursue happiness, therefore, hindering his actual pursuit of happiness.

There are rules & laws that FREEDOM MORTGAGE must operate by and with to maintain balance of the systems, and if it does not there are laws that were created to protect the consumers from the very tactics and actions FREEDOM MORTGAGE has taken against Appellant.

FREEDOM MORTGAGE CORPORATION is guilty of the following laws and Appellant is seeking maximum remedy & relief based off what the laws state.

#### BREAKDOWN OF REMEDY and relief pursuant of;

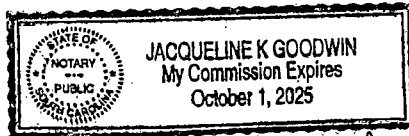
- 15 USC 1611(3) \$5000. per violation (29 violations) = \$145,000. (pub. L. 90-321, title I, 112, May 29, 1968)
- 15 USC 1640(a)(2)(A)(i). \$188,000 \* 2 = \$376,000. (Pub. L. 90-321, title I, 130, May 29, 1968)
- 15 USC 1692j (section 1692k) \$1000. per violation (29 violations) = \$29,000. (Pub. L. 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.

In totality Appellant is seeking over \$100,926,000 in remedy & relief from damages and injuries caused directly by freedom mortgages corporation's unlawfully actions & unfair practices prohibited by the consumer protection laws of the uniform commercial code (UCC).

SIGNATURE: *Sharon Smith* (UCC 1-308 "without prejudice")

DATE: 6-3-2024



*Jacqueline K Goodwin*  
6/3/2024

**Affidavit of US National Identification – Public & Private Use – Official File #** \_\_\_\_\_

Given name of US National Sherman - Lanarous of the clan/  
family/tribe: Smith  
Date of mortal creation November 23, 1983  
Place of mortal free birth Columbia, South Carolina USA  
Sex: Male Nationality: [ X ] us national [ X ] state citizen of South Carolina  
Status: Non-Assumpsit, Non-Resident Alien, Non-Person, Non Combatant, Non  
Taxpayer, Non-Federal Employee, Non-Driver, Non-Inhabitant, Non-Statutory  
Names of Association \_\_\_\_\_ no liability  
Eye(s) Brown Hair Brown Height 6'3" Weight 235 lbs  
Distinguishing Traits \_\_\_\_\_

**Parental Information**

Mother name Annette Smith Fathers name \_\_\_\_\_  
Emergency contact Info Kasheba Jackson (910) 978-4211  
**Location:** Rural Free Delivery Address – Domiciled without the United States  
90200 Grandview Circle, Columbia, South Carolina Zip code: 00000  
Private travel plate \_\_\_\_\_ VIN \_\_\_\_\_

**Contact Information**

Name: sherman smith ph# 803-727-4337 @thebeastrisen33@gmail.com

**Witness:** \_\_\_\_\_ **Print** \_\_\_\_\_  
**Other Info:** \_\_\_\_\_

**Affidavit of Jurat - NON NEGOTIABLE-RECORD #**

By the Constitution of the USA Republic and Jurisdiction take due notice that I am a US National.

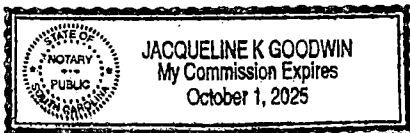
State of South Carolina

Richland County

On June 6, 2021  
Date

before me, Jacqueline K Goodwin  
*Here Insert Name and Title of the Notary*

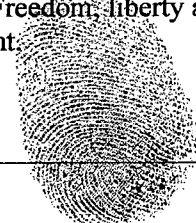
Personally appeared Sherman Smith, has declared to be a **Constitutional national of the United States** (22) The term "national of the United States" means (A) ~~a citizen of the United States~~, or (B) a person who, though not a citizen of the United States, owes permanent allegiance to the United States of America Republic. **8 USC § 1101(22)(b)**. Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies). Use of Notary Public doesn't construe any jurisdiction. A private national of The United States of America, domiciling within a non-military/federal zone occupied private estate not subject to the jurisdiction of the "United States." **Domicile in the "united States of America" – "no residence" without the U.S. All forms of prior contractual consent or implied license is revoked.**



6/3/2023

I Authenticate under PENALTY OF GOD & the laws of the USA Republic that the foregoing paragraph is true and correct. WITNESS my hand and official seal. I am of the age of the Majority. Freedom, liberty and perpetuity. My Red Thumb Print.  
UCC1-308

Autograph Sherman Smith - UCC 1-308 :  
*"without prejudice"*



**FORM 7  
PROOF OF SERVICE OF OBJECTION OF VOID  
ORDER AND MOTION FOR RELIEF FROM  
JUDGEMENT**

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

**RECEIVED**  
JUN 03 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.

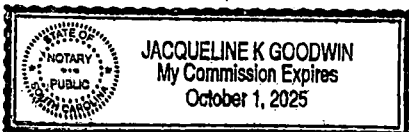
Sherman Smith

Appellant.

**PROOF OF SERVICE**

I certify that I have served: an Objection of Void Order, a Motion for Relief from Judgement or Order, a Citizenship Evidence Affidavit, a copy of FOIA request, and a Statement of Claim on FREEDOM MORTGAGE CORPORATION by depositing a copy of it in the United States Mail, postage prepaid, on June 3, 2024, addressed to its attorneys on record, D. Max Sims & J. Martin Page, at their office at BELL CARRINGTON PRICE & GREGG, LLC 339 Heyward Street, 2<sup>nd</sup> Floor Columbia, SC 29201.

June 3, 2024



*Jacqueline K Goodwin*  
6/3/2024

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