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**FORM 1
NOTICE OF MOTION TO STRIKE
RESPONDENT'S RETURN**

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

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

JUN 14 2024
SC Court of Appeals

FREEDOM MORTGAGE CORPORATION, Respondent,

v.

Sherman Smith, Appellant.

NOTICE OF MOTION TO STRIKE

FREEDOM MORTGAGE CORPORATION's actions are malicious in nature. FREEDOM MORTGAGE CORPORATION, a \$1B company which, according to their own website, are the servicers of over 1.9 million mortgages. According to 15 USC 1692(e)(4) foreclosure is illegal. FREEDOM MORTGAGE CORPORATION seeks to unlawfully seize, foreclose, and resell appellant's property.

FREEDOM MORTGAGE CORPORATION sought to and is still seeking to force appellant to make monthly racketeering payments or resell to someone who would.

Without a lawfully binding contract and a perfected lien complete with the mortgage and promissory note, a clean/clear property title with their name on it being presented, all accusations against appellant are hearsay & slanderous in nature.

FREEDOM MORTGAGE CORPORATION has sought and seeks financial gain via acts of; harassment (monthly presentments of deceptive forms), intimidation (falsifying records & weaponizing the judicial system to unlawfully steal appellants property), defamation of character (negatively reporting on appellant's credit report) directly effecting his access to credit & harassing appellant with monthly presentments & demands for payments.

FREEDOM MORTGAGE CORPORATION has no lawful security interest in the property and does not have a perfected lien (which is a lawful requirement for and prerequisite to foreclosure on a property), which is reflected in the results of a UCC-11 search, dated at the time that the illegal foreclosure was initiated.

At every opportunity for FREEDOM MORTGAGE CORPORATION to produce the requested and lawfully required items, they have either failed to do so, avoided the question all together in their ad hominem responses or simply refused to respond. In every situation FREEDOM MORTGAGE CORPORATION actions or lack thereof demand this court dismiss this case immediately with remedy & relief granted to appellant due to all damages and injuries acquired directly or indirectly as a result of FREEDOM MORTGAGE CORPORATION actions of defamation of character, identity theft, securities fraud, racketeering practices, mortgage fraud, court fees & costs, the weaponization of the judicial system with intent to cause great harm.

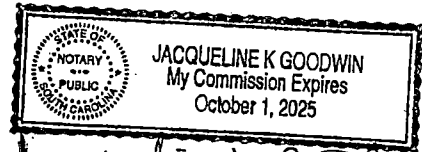
One can only conclude/presume that they do not have the requested records. If such records do exist the courts should compel FREEDOM MORTGAGE CORPORATION to produce; a lawful binding contract complete with 4 essential elements that make a contract lawful & binding. Those elements are 1. full disclosure, 2. equal consideration, 3. lawful terms and conditions, and 4. the wet ink signatures of both parties (corporations cannot sign because they have no right of mind to contract since they are soul-less legal fictions; and furthermore, no third party can sign a contract on their behalf), as well as the mortgage complete with the original promissory note.

If FREEDOM MORTGAGE CORPORATION cannot produce these requirements this case should be dismissed immediately as FREEDOM MORTGAGE CORPORATION has no standing on subject matter which makes the terms, under which this attempted foreclosure was initiated, fraudulent. Respondents return to appellant's motion for relief of order disingenuously states appellant has not articulated the terms of which fraud has taken place. However, in fact, the appellee has been articulating and pinpointing FREEDOM MORTGAGE CORPORATION'S acts of fraud since January of 2023.

June 14, 2024

Sherman Smith UCC 1-308 "without prejudice"
Sherman Smith
Sherman Smith
200 Grandview Circle
Columbia, South Carolina 29229
(803) 727-4337
Appellant

Other Counsel of Record:
J. Martin Page
BELL, CARRINGTON, PRICE & GREGG LLC
339 Heyward Street, 2nd Floor
Columbia, South Carolina 29201
Attorney for Respondent
(803) 509-5078



Jacqueline K Goodwin
6/14/2024

**FORM 7
PROOF OF SERVICE OF MOTION TO STRIKE
RESPONDENT'S RETURN**

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

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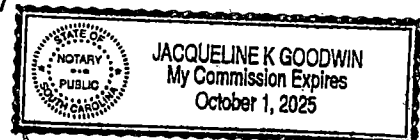
PROOF OF SERVICE

I certify that I have served a Motion to Strike Respondent's Return on FREEDOM MORTGAGE CORPORATION by depositing a copy of it in the United States Mail, postage prepaid, on June 14, 2024, addressed to its attorney on record, J. Martin Page, at their office at BELL CARRINGTON PRICE & GREGG, LLC 339 Heyward Street, 2nd Floor Columbia, SC 29201.

June 14, 2024



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



Handwritten signature of Jacqueline K Goodwin
6/14/2024