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**FORM 1  
NOTICE OF CORAM NOBIS MOTION**

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.

**NOTICE OF CORAM NOBIS MOTION**

Coram nobis is a Latin term applied in common law to call to the court's attention facts that would have changed the judgement but were outside the record and unknown to the court at the time of judgement. The writ of coram nobis is intended to correct a final judgement by the same court in which it was rendered by redressing a fundamental error.

That fundamental error is that FREEDOM MORTGAGE CORPORATION has not provided 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 condition, 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).

If FREEDOM MORTGAGE CORPORATION has evidence/proof of a lawful binding contract, appellant demands that respondent provide it immediately. Without a lawful binding contract, proof of mortgage, along with the original promissory note, FREEDOM MORTGAGE CORPORATION'S claims against appellant are just hearsay.

This means that FREEDOM MORTGAGE CORPORATION has no standing on the subject matter jurisdiction.

This raises cause of action due to: the defamation of appellant's character, harassment, and negatively reporting to credit bureaus.

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SC Court of Appeals

FREEDOM MORTGAGE CORPORATION is criminally liable for willfully and knowingly giving false or inaccurate information which it is required to disclose under the provisions of this subchapter. (Pursuant of 15 USC § 1611)(pub. L. 90-321, title I, § 112, May 29, 1968, 82 Stat. 151; Pub. L. 111-203, title X, § 1100A(2), July 21, 2010, 124 Stat. 2107.)

Pursuant of 15 USC § 1640(a) INDIVIDUAL OR CLASS ACTION FOR DAMAGES: amount of reward; factors determining amount of award: "Except as otherwise provided in this section, any creditor who fails to comply with any requirement imposed under this part, including any requirement under section 1635 of this title, subsection (f) or (g) of section 1641 of this title, or part D or E of this subchapter with respect to any person is liable to such person in an amount equal to the sum of—

(2)(A)(i) in the case of an individual action twice the amount of any finance charge in connection with the transaction," FREEDOM MORTGAGE CORPORATION is also civilly liable for deceiving appellant into a fraudulent refinancing consumer credit transaction (in the amount of \$188,000 x 2 = \$376,000). Appellant already owned property with a clean title.

FREEDOM MORTGAGE CORPORATION is also liable for weaponizing the judicial system to unlawfully seize, foreclose, and resell appellant's property (pursuant to 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 action is lawful and the debt collector or creditor intends to take such action.").

Pursuant of 15 USC 1692j: Furnishing deceptive forms: (a) "It is unlawful to design, compile, and furnish any form knowing that such form would be used to create the false belief in a consumer that a person other than the creditor of such consumer is participating in the collection of or in an attempt to collect a debt such consumer allegedly owes such creditor, when in fact such person is not so participating."

(b) "Any person who violates this section shall be liable to the same extent and in the same manner as a debt collector is liable under section 1692k of this title for failure to comply with a provision of this subchapter.", FREEDOM MORTGAGE CORPORATION is criminally liable for furnishing deceptive forms in the form of monthly statements claiming appellant owes a debt they have yet to lawfully validate. Appellant is still receiving statements as recently as this month. That is 38 violations – 1 deceptive form of communication per month for the last 38 months.

Pursuant to 18 USC 893: Financing Extortionate Extensions of Credit – "Whoever willfully advances money or property, whether as a gift, as a loan, as an investment, pursuant to a partnership or profit-sharing agreement, or otherwise, to any person, with reasonable grounds to believe that it is the intention of that person to use the money or property so advanced directly or indirectly for the purpose of making extortionate extensions of credit, shall be fined under this title or an amount not exceeding twice the value of the money or property so advanced, whichever is greater, or shall be imprisoned not more than 20 years, or both." (Added Pub. L. 90-321, title II, § 202(a), May 29, 1968, 82 Stat. 161; amended Pub. L. 103-322, title XXXIII, § 330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.), FREEDOM MORTGAGE CORPORATION is criminally liable for deceiving appellant into making racketeering payments via deceptive forms of communication and then immediately pressuring appellant to refinance, via an extortionate extension of credit, with the illusion of lower payments when appellant already owned the title to the property free and clear. If appellant did not already own the property, then FREEDOM MORTGAGE CORPORATION would be able to provide a lawful binding contract, a mortgage, and a promissory note with the signatures of both parties. If FREEDOM MORTGAGE CORPORATION cannot prove appellant did not already own the property free and clear before contact, then the extension of credit was fraudulent and extortionate in nature. And pursuant of 18 USC 893, \$273,100 x 2 = \$546,200 in total (property valued at \$273,100 according to Zillow).

FREEDOM MORTGAGE CORPORATION is also in violation of **Title 15 USC 1: Trusts, 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...”

FREEDOM MORTGAGE CORPORATION illegally received appellant’s private information without his expressed written consent, which is identity theft and securities fraud. FREEDOM MORTGAGE CORPORATION then used appellant’s private information to contact and fraudulently deceive him into making monthly racketeering payments. FREEDOM MORTGAGE CORPORATION then pressured appellant into refinancing into an extortionate loan that he did not need, as he already owned the property free and clear. When asked to validate the alleged debt, FREEDOM MORTGAGE CORPORATION did not, could not, or would not, and instead opted to illegally foreclose with no standing on jurisdiction of subject matter. All of FREEDOM MORTGAGE CORPORATION’s actions are declared to be illegal and fraudulent, which makes them guilty of a felony, and on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation.

In totality, appellant is seeking remedy and relief from damages caused directly or indirectly by FREEDOM MORTGAGE CORPORATION’s actions.

#### BREAKDOWN OF REMEDY

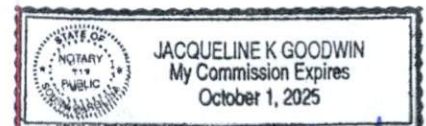
- 15 USC 1611(3): \$5000. per violation (38 violations) = \$190,000. (pub. L. 90-321, title I, 112, May 29, 1968)
- 15 USC 1640(a)(2)(A)(i): \$188,000 \* 2 = \$376,000. (Pub. L. 90-321, title I, 130, May 29, 1968)
- 15 USC 1692j: \$1000. per violation (58 violations) = \$58,000. (Pub. L. 90-321, title VIII, 812, Sep 20, 1977)
- 18 USC 893: \$188,000 \* 2 = \$376,000. (Pub L. 90-321, title II, 202(a), May 29, 1968)
- 15 USC I : \$100,000,000 (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.)
- 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
- \$190,000 + \$376,000 + \$38,000 + \$546,200 + \$100,000,000 = \$101,150,200 + restitution for defamation of character, emotional trauma & duress from threats of unlawful foreclosure.

June 14, 2024

*Sherman Smith* UCC 1-308 "Without Prejudice"

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

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*Jacqueline K Goodwin* 6/14/2024

Appellant

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

**FORM 7  
PROOF OF SERVICE OF CORAM NOBIS  
MOTION**

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

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joeshph Strickland, Master in Equity

Case No. 2023-CP-40-03343

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FREEDOM MORTGAGE CORPORATION Respondent,

v.


Sherman Smith

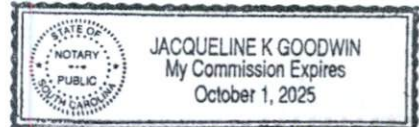
Appellant.

**PROOF OF SERVICE**

I certify that I have served a Coram Nobis Motion 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, 2<sup>nd</sup> Floor Columbia, SC 29201.

June 14, 2024

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



*Jacqueline K Goodwin*  
6/14/2024

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