

**FORM 1
NOTICE OF OBJECTION**

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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.

NOTICE OF OBJECTION

[NOTICE OF] OBJECTION: Nonresponsive.
Personal and Subject Matter Jurisdiction Has Been Challenged

1. In response to the order filed on 9/3/24, Appellant objects to the denial of a petition for rehearing, as it is a non-responsive and ad hominem answer to Appellant's challenge of personal jurisdiction and subject matter jurisdiction. Furthermore, Appellant never requested a rehearing. Clerks masquerading as judges are not allowed to misconstrue or change the words of or speak on the behalf of Appellant, which is practicing law from the bench. Appellant does not recognize any of the names on the order and therefore no one there can speak on his behalf.
2. Appellant, the natural living being, has constitutionally challenged the legal fiction, FREEDOM MORTGAGE CORPORATION, on its lawful standing of the subject matter jurisdiction. (Was FREEDOM MORTGAGE CORPORATION in possession of the deed and original note of subject matter jurisdiction upon initiation of foreclosure proceedings? No, it was not.)

3. Appellant, the natural living being, has constitutionally challenged the jurisdiction of the courts over personal jurisdiction. Appellant has clearly stated that he is a Non-Citizen state national whose rights are constitutionally protected and not a 14th amendment citizen of the UNITED STATES CORPORATION whose privileges can be taken away.

(The results of a Freedom of Information Act (FOIA) citizenship search reports no evidence of any record claiming Appellant is a citizen of the UNITED STATES CORPORATION, and Appellant is in possession of an official passport confirming his non-citizen state national status.)

4. Appellant is stating that FMC and the court systems are intentionally avoiding directly addressing and answering the questions regarding whether or not they lawfully have established personal jurisdiction and subject matter jurisdiction because they do not have it. This makes all of these proceedings illegal, fraudulent, null, and void.
5. In order for any of these proceedings to have taken place - FMC attempting to foreclose on the property, Joseph M. Strickland assisting them, all the denials of motions, etc. – jurisdiction would have had to be established. Jurisdiction has been challenged, as it can be at any time, and once jurisdiction has been challenged, it cannot be assumed and must be decided.

Case Law:

“Jurisdiction can be challenged at any time,” and “Jurisdiction, once challenged, cannot be assumed and must be decided.” Basso v. Utah Power & Light Co. 395 F 2d 906, 910

Case Law:

“Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal.” Hill Top Developers v. Holiday Pines Service Corp. 478 So. 2D, 368 Fla a DCA 1985)

Case Law:

“Once challenged, jurisdiction cannot be assumed, it must be proved to exist.” Stuck v. Medical Examiners 94 CA 2D 751. 211 P2d 289

Case Law:

“There is no discretion to ignore that lack of jurisdiction.” Joyce v. US, 474 F2d 215

Case Law:

“Where jurisdiction is contested, the burden of establishing it rests upon the plaintiff.” Loos v. American Energy Savers, Inc., 168 Ill. App. 3d 558, 522 N.E. 2d 841(1988)

Case Law:

“The burden of proving jurisdiction rests upon the party asserting it.” Bindell v. City of Harvey, 212 Ill. App.3d 1042, 571 N.2d 1017(1st Dist. 1991)

Case Law:

“Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted.” Lantana v. Hopper, 102 F. 2d 188; Chicago v. New York 37 F. Supp. 150

6. When FMC cannot prove its jurisdiction over the subject matter within 7 business days, and the courts cannot prove jurisdiction over the personal subject matter within 7 business days, then the courts must overturn the original fraudulent order to foreclose and resale Appellant's property. Let the record show that the lawfully allotted time to establish and prove jurisdiction has long since passed and could have been established with any of the previously denied motions initiated by Appellant.
7. This also means that FMC, a billion-dollar corporation, maliciously operated under fraudulent terms, by defaming Appellant's namesake and character to illegally obtain Appellant's property for resale and profit. The results of these actions have caused great harm and injury (and will cause more) to Appellant, Appellant's namesake, Appellant's reputation, and Appellant's dependents. An unlawful eviction and reselling of the rightful owners of subject matter would not only make them homeless but would also make it a most difficult task to repurchase a new home.
8. Pursuant of 18 USC 8, which defines obligation as including all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps, as the responsibility of the US government, which would make anyone attempting to collect a debt guilty of The False Claims Act (FCA) [31 USC 3729].

Also, in order for the legal fiction FMC to be able to foreclose and resale Appellant's property, they have to provide evidence of a lawful and binding contract, not made under fraudulent terms, and consisting of the 4 essential elements that make a contract lawful & binding - which 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 they cannot provide what the law requires them to provide then the original decision [Case # 2023CP4003343; November 7, 2023; 2:30 pm] to foreclose and resale Appellant's property is of a fraudulent nature, which makes the decision null and void and, therefore, must be overturned and FMC must provide immediate remedy, restitution, and relief to the Appellant.

9. Appellant has also challenged the courts on its jurisdiction of the personal subject matter, as Appellant has provided proof/evidence that he is a non-citizen state national whose rights are Constitutionally protected and not a 14th amendment citizen of the UNITED STATES corporation. The courts have failed to prove its jurisdiction over personal subject matter.

If FMC cannot produce a lawful binding contract, complete with the 4 essential elements that make a contract lawful & binding - which 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) - that gives them the authority/jurisdiction to foreclose on subject matter, then the courts must rule in Appellant's favor because FMC would be and has been operating maliciously, under fraudulent terms and condition and using the system to cause harm to Appellant and his family and they are guilty of making maliciously false claims against Appellant. **(The False Claims Act, 31 USC 3729)**

10. Appellant has already stated that he is not a 14th Amendment citizen and has already proven that he is a non-citizen state national, which means that he has inalienable rights protected by the constitution. In order to prove jurisdiction, the courts would need to provide a lawful binding contract, complete with the 4 essential elements that make a contract lawful & binding - which 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) - that would give them the authority to disregard the Constitution and give them jurisdiction over Appellant's personal subject matter.

If the courts cannot prove that they have the jurisdiction over Appellant's personal subject matter, then the Constitution and the Common law jurisdiction is the prevailing law of which there can be only one conclusion: the overturn of Joseph M. Strickland's original decision to illegally and unconstitutionally foreclose and resale Appellant's subject matter based on the grounds of breach of contract and nonpayment, which is an attempt to collect a debt (pursuant of 18 USC 8 all obligations belong to the US government, which makes anyone attempting to collect a debt guilty of The False Claims Act (FCA) 31 USC 3729).

Before any of these court proceedings continued, FMC would have to provide evidence that they have a lawful binding contract complete with the 4 essential elements that make a contract lawful & binding - which 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) - to prove that it has a lawful interest in Appellant's personal subject matter. In

order to lawfully initiate foreclosure in 2023, they would have had to have evidence that they were in possession of a Note and Deed for Appellant's property. They did not.

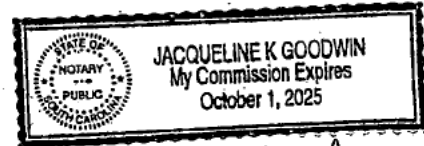


September 6, 2024

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
9/6/2024

**FORM 7
PROOF OF SERVICE OF APPELLANT'S
NOTICE OF OBJECTION**

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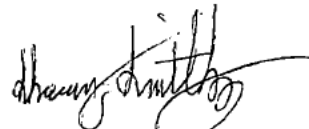
Sherman Smith

Appellant.

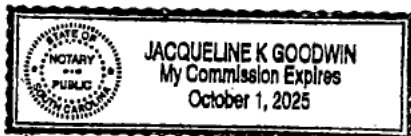
PROOF OF SERVICE

I certify that I have served a Notice of Objection for an Order filed September 3, 2024 on FREEDOM MORTGAGE CORPORATION by depositing a copy of it in the United States Mail, postage prepaid, on SEPTEMBER 6, 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, 2nd Floor Columbia, SC 29201.

SEPTEMBER 6, 2024



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



Jacqueline K Goodwin
9/6/2024