

**FORM 1
NOTICE OF SILENT ACQUIESCENCE**

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

RECEIVED

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

JUN 20 2025

Stephanie N. Lawrence,

SC Court of Appeals

Master-In-Equity

Case No. 2025-001099

Sherman Smith

Appellant,

v.

FREEDOM MORTGAGE
CORPORATION,

Respondent.

NOTICE OF SILENT ACQUIESCENCE

To Whom It May Concern,

- I, **Sherman Smith, the natural living being and Noncitizen State National**, reserve my right not to be compelled to perform under contract or commercial agreement that I did not enter into **knowingly, willingly, voluntarily or intentionally**, and I, furthermore **do not accept any liability of the compelled benefit of any unrevealed contract or commercial agreement. – UCC 1-207/UCC 1-308.**
- I am here on **“Special Appearance”** to defend **the inappropriately, erroneously &**

fraudulently charged "Estate" referenced, under duress of unlawful seizure, extortion, defamation of character, discrimination, Fraud & unlawful void orders due to lack of jurisdiction.

- **I am the executor and beneficiary of the estate referred to as SHERMAN SMITH.**
- **I do not consent to joinder and I am here to settle and close the matter.**
- **I am not the corporate fiction. I am the living sentient man.**
- **I act as executor over the estate and require jurisdiction to be placed on the record.**
- **No injured party, no verified affidavit, no wet ink contract, therefore no standing, jurisdiction, and no cause of action.**
- **I stand as executor of a private trust.**
- **I accept all charges for value and require this matter be discharged in equity under Estoppel and Res Judicata.**
- **I decline to enter a plea.**
- **I am not the trustee or the surety.**
- **I require discharge of the matter in that the record reflect private equity jurisdiction.**
- **I conditionally accept upon proof of claim under full commercial liability, sworn affidavit, and penalty of perjury. Otherwise, discharge and settle in equity.**

This Notice serves as a formal and lawful record that as early as July 10,2023; April 17, 2024; and, most recently, June 4, 2025 via affidavit & offer, I, the undersigned, did present and deliver to **FREEDOM MORTGAGE CORPORATION, A legal fiction**, hereinafter "**Respondent**," multiple written communications titled: "**Answer from Sherman Smith**" "**Notice of Motion to Dismiss**", "**Objection**", "**3rd Objection**", "**Revocation of power of attorney**", "**Refusal to Consent to Unconstitutional Proceedings and Demand to Cease Unlawful Collection Activities**", and "**State National FEE SCHEDULE**"

Said communication contained **specific facts, lawful objections, claims, declarations, Jurisdictional challenges, notification on non-citizen State National status and/or conditions requiring a response, rebuttal, , or counter-affidavit, proof or evidence within**

a reasonable time frame, not to exceed [10] calendar days, pursuant to the doctrine of Estoppel by Acquiescence, Maxims of Law, and Truth in Commerce.

As of the June 18, 2025 [23 months later], no rebuttal, response, or lawful counter-affidavit has been received, thereby establishing, by Respondent's silence and failure to refute or contest, a tacit agreement to the facts and claims as presented.

TAKE NOTICE:

Pursuant to the principles of:

- **Tacit Procuration** (Silence is consent when there is a duty to speak),
- **Estoppel by Acquiescence** (Failure to assert a right in a timely manner),
- **UCC 1-308** (Reservation of rights without prejudice),
- **Maxim of Law: "He who does not deny, admits,"**

the Respondent has **tacitly agreed and consented to all terms, declarations, and lawful positions put forth in the aforementioned communication.**

- **This Notice of Silent Acquiescence shall serve as lawful evidence and may be introduced into any administrative or judicial proceeding as proof of agreement, default, dishonor, or waiver of claim.**
- **No further rebuttal will be accepted after the issuance of this Notice. Respondent is now estopped from any contradictory statements or actions.**
- **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.**

EXPLANATION OF REMEDY:

FREEDOM MORTGAGE CORPORATION's, FREEDOM MORTGAGE CORPORATION's Attorneys', and both "Master(s) in equity" - Joseph M. Strickland's & Stephanie N. Lawrence's – actions, or lack thereof, which intentionally, strategically, maliciously & fraudulently violate Sherman Smith, the Natural living being (a non-citizen state National)'s Constitutionally protected 4th & 5th amended rights. Which raises "cause of action."

Through the act of "**Silent Acquiescence**" (no rebuttals), all parties mentioned or referenced

have agreed with **ALL filings, terms, conditions & presentments**, making each one “**lawful & binding.**”

Based upon affidavit and presentment filing titled “**State National Fee Schedule**” (6-2-2025), made **lawful & binding agreement** through “**silent acquiescence**”,

The 7 government officials whose titles were referenced on “the fee schedule agreement” (presented 6-2-2025) and who have been made aware of the matters at hand – **Henry McMaster**, Governor; **Alan Wilson**, Attorney General; **Stephanie N. Lawrence** and **Joseph M. Strickland**, Masters in Equity; and the **3 Appellate Board members** – are all liable for the following violations: (15-51)

For these reasons, Appellant requires “Remedy & relief.”

Remedy and Relief (1-14):

1. Return and redeposit into an account of the Appellant’s choosing **ANY and ALL funds, bonds, penalties, or disbursements** that are being or have been issued or collected under this and any previous related case (**Case #2023CP4003343, Appellate Case #2023001826, Appellate Case #2025001099**) from any public or private account associated with Appellant’s name or estate.
2. Grant any other relief this Court deems just and proper in the interests of justice.
3. Provide remedy and relief for violation of 15 USC 1611(3): \$5000. per violation (38 violations) = \$190,000. (pub. L. 90-321, title I, 112, May 29, 1968)
4. Provide remedy and relief for Violation of Civil Liability: 15 USC 1640(a)(2)(A)(i): \$188,000 * 2 = \$376,000. (Pub. L. 90-321, title I, 130, May 29, 1968)
5. Provide remedy and relief for furnishing certain deceptive forms: 15 USC 1692j: \$1000. per violation (58 violations) = \$58,000. (Pub. L. 90-321, title VIII, 812, Sep 20, 1977)
6. Provide remedy and relief for financing extortionate extensions of credit: 18 USC 893: \$188,000 * 2 = \$376,000. (Pub L. 90-321, title II, 202(a), May 29, 1968)
7. Provide remedy and relief for violation of Trusts, etc., in restraint of trade illegal; penalty: 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.)

8. Update all payment history to paid as agreed, never late, paid in full with all consumer reporting agencies.
9. Update the Department of Veteran Affairs with corrected status
10. Immediately discharge alleged debt.
11. Immediately return ALL (not just what I paid) funding/securities gained through my wet ink signature & social security number.
12. Compel FREEDOM MORTGAGE CORPORATION to cover Court cost & fees, fees for process of services, etc.
13. $\$190,000 + \$376,000 + \$376,000 + \$58,000 + \$100,000,000 = \$101,000,000 +$ restitution for defamation of character, emotional trauma & duress from threats of unlawful foreclosure.
14. Dismiss this case (Case No. **2023CP4003343**) with prejudice and provide complete and immediate remedy and relief.

FEE SCHEDULE violations & FINES agreed upon by all parties notified via “**Silent Acquiescence** (15- 51).

15. Violation of oath of office - \$250,000
16. Armed Abuse of Office - \$200,000
17. Armed Abuse of Authority - \$200,000
18. Armed Threat of Violence - \$200,000
19. Denied Rights of Reasonable Defense Arguments - \$250,000
20. Defense Evidence (Records) - \$250,000
21. Denied Right to Truth in Evidence – \$250,000
22. Armed Violation of Due Process - \$200,000
23. Slavery (Forced Compliance to Contracts Not Held) - \$250,000
24. Denied Provisions in the Constitution - \$250,000
25. Emotional Distress \$200,000
26. Malicious Prosecution - \$200,000

27. Defamation of Character - \$200,000
28. Slander - \$200,000
29. Neglect/Failure to Protect/Act - \$200,000
30. Armed Land Piracy/Plunder - \$200,000
31. Unauthorized Bond Production - \$200,000
32. Acting as Agents of Foreign Principles - \$200,000
33. Armed Operating Statutes without Bond – \$200,000
34. Exploitation of a Legal Justice Minority Group by Bar Closed Union Courts – Civil Rights – \$1,000,000
35. Bar Violation of Anti-Trust Laws – \$200,000
36. Armed Disturbing the Peace – \$200,000
37. Armed Misrepresentation/Personage – \$200,000
38. Armed Conspiracy Against Rights of People – \$200,000
39. Armed Criminal Extortion/Economic Oppression – \$200,000
40. Armed Extortion of Rights – \$200,000
41. Armed Robbery – \$200,000
42. Mail Threats – \$5,000
43. Mail Fraud – \$10,000
44. Armed Fraud –\$10,000
45. Armed Violations of Lieber Code Against Non-Combatants - \$200,000
46. Armed Wrongful Assumption of Status/Standing – \$200,000
47. Armed Falsification of Documents/Record – \$10,000
48. Armed Fictitious Obligations – \$200,000
49. Armed Perjury – \$2,000
50. Armed Racketeering (Criminal, Felony) – \$200,000

A total of **\$152,359,000** in violation fees, remedy & relief.

I, **Sherman Smith, the natural living being** have provided statements that are **sworn under penalty of perjury and notarized and documented for the record**, as well as documented evidence proving every statement to be true.

Without ill will, vexation, or dishonor,

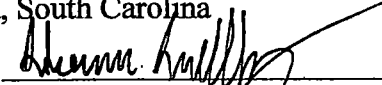
Executed in good faith,

Respectfully,

[Sherman Smith], sui juris

[P.O. Box 290234]

[Columbia, South Carolina

Signature: 

Printed Name: Sherman Smith

June 19, 2025

CC: Henry McMaster, Governor;

Alan Wilson, Attorney General;

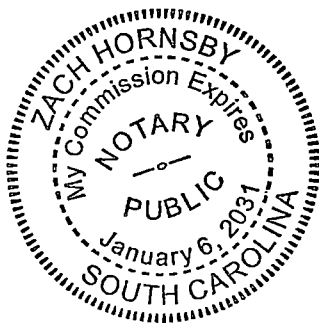
Other Counsel of Record:

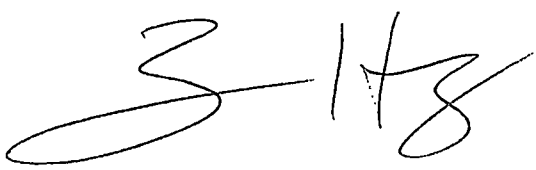
J. Martin Page

Columbia South Carolina

339 Heyward St., 2nd Floor

Attorney for Respondent





**FORM 7
PROOF OF SERVICE OF NOTICE OF SILENT
ACQUIESCENCE**

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

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Stephanie N. Lawrence, Master-In-Equity

Appellate Case No. 2025-001099

FREEDOM MORTGAGE CORPORATION, Respondent,

v.

Sherman Smith,

Appellant.

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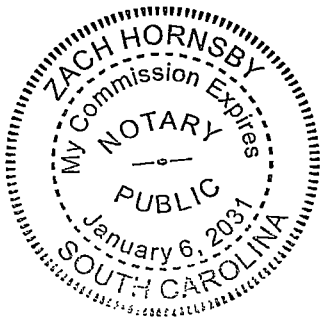
JUN 20 2025

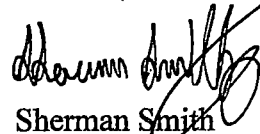
SC Court of Appeals

PROOF OF SERVICE

I certify that I have served a Notice of Silent Acquiescence on the Master in Equity by delivering a copy of it, on June 20, 2025, to the Richland County Clerk of Court, at 1701 Main St, #205, Columbia, SC 29201.

June 20, 2025




Sherman Smith
P.O. Box 290234
Columbia, South Carolina 29229
803-727-4337
Appellant



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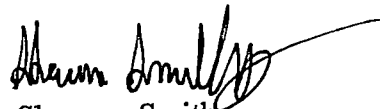
Sherman Smith,

Appellant.

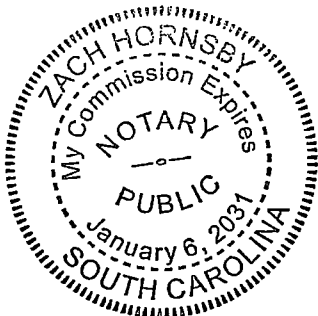
PROOF OF SERVICE

I certify that I have served a Notice of Silent Acquiescence on FREEDOM MORTGAGE CORPORATION by depositing a copy of it in the United States Mail, postage prepaid, on June 20, 2025, 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 20, 2025



Sherman Smith
P.O. Box 290234
Columbia, South Carolina 29229
803-727-4337
Appellant



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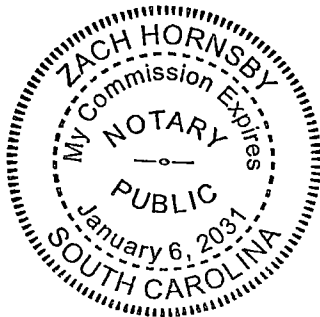
Appellant.

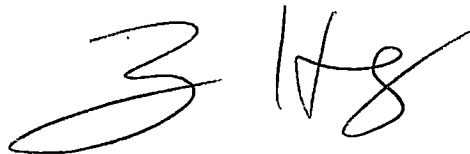
PROOF OF SERVICE

I certify that I have served a Notice of Silent Acquiescence on Attorney General Alan Wilson by depositing a copy of it in the United States Mail, postage prepaid, on June 20, 2025, addressed to his mailing address at P.O. Box 11549, Columbia, South Carolina 29211.

June 20, 2025


Sherman Smith
P.O. Box 290234
Columbia, South Carolina 29229
803-727-4337
Appellant





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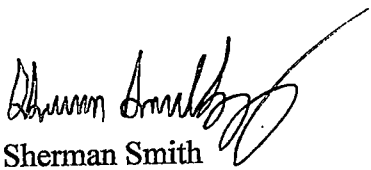
Sherman Smith,

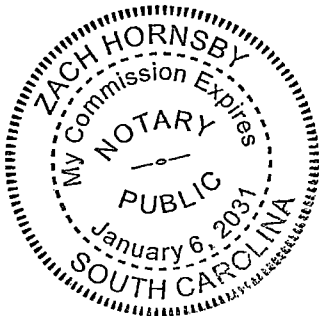
Appellant.

PROOF OF SERVICE

I certify that I have served a Notice of Silent Acquiescence on Governor Henry McMaster by depositing a copy of it in the United States Mail, postage prepaid, on June 20, 2025, addressed to his office at 1100 Gervais Street, Columbia, South Carolina 29201.

June 20, 2025


Sherman Smith
P.O. Box 290234
Columbia, South Carolina 29229
803-727-4337
Appellant





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