

**FORM 1
OBJECTION**

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

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JUL 02 2025

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Stephanie N. Lawrence,

Master-In-Equity

Case No. 2025-001099

RICHLAND COUNTY
FILED
2025 JUL -2 PM 12:42
JEANETTE W. McBRIDE
C.C.P., G.S., & F.C.

Sherman Smith, Appellant,

v.

FREEDOM MORTGAGE
CORPORATION, Respondent.

OBJECTION:

Based on the grounds of non-responsive
Subject matter jurisdiction has been challenged, personal jurisdiction
has been challenged.

1. Appellant Sherman Smith, **the natural living man and Noncitizen State National (confirmed by government issued passport card # C33870692), OBJECTS** to the order filed July 1, 2025 to dismiss his case using based upon the following 4 supreme court caselaw (statutes or codes that do not apply)

- All codes, rules, and regulations are for government authorities only, not human/Creators in accord with God's Laws. "All codes, rules, and regulations are

unconstitutional and lacking due process of Law.” (Rodrigues v. Ray Donovan, U.S. Department of Labor, 769 F.2d 1344, 1348 (1985));”

- “A statute is not Law” (Flournoy v. First Nat. Bank of Shreveport, 197 La. 1067, 3 So.2d 244, 248),
- “A Code is not a law,” (In Re Self v Rhay Wn 2d 261), in point of fact in law,)
- A concurrent or ‘joint resolution’ of legislature is not “Law,” (Koenig v. Flynn, 258 N.Y. 292, 179 N. E. 70?, 707’ Ward v State, 176 Okl. 368, 56 P.2d 136, 137; State ex rel. Todd v. Yelle, 7 Wash.2d 443, 110 P.2d 162, 165).

2. As there is no statute of limitation to the acts of fraud,

Pursuant of the following four (4) Supreme Court case law studies, the decision of case # 2023cp4003343 being **overturned & dismissed with prejudice** would not be a violation of any public service member’s “Oath of office”, as the legal fiction “FREEDOM MORTGAGE CORPORATION’s actions to initiate foreclosure are based in fraud:

- **Alexander v. C.M. Moseley, Inc., 281 S.C. 152, 314 S.E.2d 417 (1984)**
Holding: Fraud vitiates any contract it enters. A contract procured by fraud is voidable at the option of the injured party.

“It is well settled that fraud vitiates any and all transactions and that no right can be founded on fraud.”

- **Doe v. Howe, 367 S.C. 432, 626 S.E.2d 25 (Ct. App. 2005)**
Holding: Equity will not aid fraud; courts will not enforce rights founded in fraud or allow a party to benefit from it.

“Equity will not aid one to take advantage of his own wrong.”

- **O’Quinn v. Beach Associates, 272 S.C. 95, 249 S.E.2d 734 (1978)**
Holding: Where fraud is shown, it will render the contract or deed voidable or void, depending on the facts.

“Fraud vitiates everything it touches, including judgments and contracts.”

- **Bowen v. Bowen, 200 S.C. 1, 20 S.E.2d 546 (1942)**

Holding: Fraud justifies the rescission of deeds and contracts.

“A deed obtained by fraud, deceit or undue influence may be set aside in equity.”

No verified claim, no verified injury, no verified crime, no personal jurisdiction, no subject matter jurisdiction, no case = dismissal with prejudice.

3. A **lawful, binding contract** is an **agreement** between **two or more competent** parties, supported by **lawful consideration**, with a lawful object, made by **free consent** of the parties, and capable of being enforced by a court.

Essential elements under South Carolina law:

Offer — one party makes a definite, clear proposal.

Acceptance — the other party accepts that proposal unequivocally.

Consideration — something of legal value is exchanged (money, goods, services, promises).

Capacity — the parties must be legally competent (not minors, not mentally incapacitated, not under duress).

Legality — the object must be legal; contracts to do something illegal are void.

Mutual assent — there must be a “meeting of the minds.”

4. **FREEDOM MORTGAGE CORPORATION** is not the owner of Appellant’s property and therefore does not have the right to foreclose on his private property. **FREEDOM MORTGAGE CORPORATION** has presented unverified, falsified and fraudulent documentation. **FREEDOM MORTGAGE CORPORATION** has committed fraud upon the court. **FREEDOM MORTGAGE CORPORATION** has not proven on the record that they are the true owners, the Appellant has proven his lawful ownership with factual & official documentation to be true and un rebutted.

5. Documentation will show that on May 20, 2025 a Quit Claim Deed was executed 10 days before the fraudulent auction took place, transferring ownership from Appellant to an irrevocable, expressed, non-statutory, complex, discretionary living trust.

The documentation will show that the trust fund is the owner of the property. Dismissing this case using a statute or code to violate Appellant’s 4th and 5th amendment rights would cause

Great & irreparable harm, not only to Appellant, but all beneficiaries of that lawfully binding trust.

Let the record show that third party entities have already filed paperwork to have Appellant and all beneficiaries forcefully removed from their property. The same day the Appeal paperwork was filed, a demand to vacate was already placed on their front door!

Let the record show that by overturning the decision to fraudulently foreclose upon private property held in a lawfully binding trust without just cause, despite it being proven on record that they do not own the property or have any lawful financial interest therein, would erase the actions of all the judges who have neglected to uphold their oath of office in this matter. Appellant acknowledges fully that it would considerably and undoubtedly lower the amount of relief and remedy being sought should the decision be overturned.

Grounds for overturning & dismissing with prejudice:

1. Lack of Verified Claim or Injured Party.

No living man or woman has presented a sworn affidavit of harm or loss.

2. No Evidence of a Valid, Lawful Contract.

No full-disclosure, bilateral, wet-ink signature agreement has been provided.

3. No Delegated Authority Over Private Trust Property.

No lawful delegation of authority exists permitting administration over the private estate or trust of Sherman Smith.

4. Absence of Meeting of the Minds.

There has been no full disclosure, no mutual agreement, and no capacity to contract established between the parties.

5. Article 1, Section 10 of the Declaration of Rights of the South Carolina State Constitution, "SECTION 10. Searches and seizures: invasions of privacy. The right of the people to be secure in their person, houses, papers and effects against unreasonable searches and seizures and unreasonable invasions of privacy shall not be violated, and no warrants shall issue but upon probable cause, supported by or affirmation, and particularly describing the place to be searched, the person or thing to be seized, and the information to be obtained. (1970 (56) 2684; 1971 (57) 315.)"

6. **Article 1, Section 9 of the Declaration of Rights of the South Carolina State Constitution, "SECTION 9. Courts; speedy remedy.** All courts shall be public, and every person shall have speedy remedy therein for wrongs sustained. (1970 (56) 2684; 1971 (57) 315.)
7. **Article 1, Section 21 of the Declaration of Rights of the South Carolina State Constitution, "SECTION 21. Martial Law.** No person shall in any case be subject to martial law or to any pains or penalties by virtue of that law, except those employed in the armed forces of the United States, and except the militia in actual service, but by the authority of the General Assembly. (1970 (56) 2684; 1971 (57) 315.)
8. **Article 1, Section 22 of the Declaration of Rights of the South Carolina State Constitution, "SECTION 22. Procedure before administrative agencies; judicial review.** No person shall be finally bound by a judicial or quasi-judicial decision of an administrative agency affecting private rights except on due notice and an opportunity to be heard; nor shall he be subject to the same person for both prosecution and adjudication; nor shall he be deprived of liberty or property unless by a mode of procedure prescribed by the General Assembly, and he shall have in all such instances the right to judicial review. (1970 (56) 2684; 1971 (57) 315.)
9. **Article 1, Section 23 of the Declaration of Rights of the South Carolina State Constitution, "SECTION 23. Provisions of Constitution mandatory.** The provisions of the Constitution shall be taken, deemed, and construed to be mandatory and prohibitory, and not merely directory, except where expressly made directory or permissive by its own terms. (1970 (56) 2684; 1971 (57) 315.)

Appellant challenged jurisdiction 24 months ago and by law, FREEDOM MORTGAGE CORPORATION is required to answer on the record and they have refused. By refusing to answer the question, they are also admitting to fraud, through silent acquiescence, and that Appellant has only told the truth. It would be a violation of the oath of office and an act of treason to use a statute or code under the color of law to violate Appellant's Constitutionally protected 4th and 5th amendment rights, because the result of dismissing this case would be taking his private property and home for the last six (6) years, which is held in an irrevocable trust for the purpose of asset protection and estate planning, without just cause.


The record will also show that the Appellant has conditionally accepted the terms, yet FREEDOM MORTGAGE CORPORATION still fails to produce the lawfully required proof of ownership. The dismissal of this appeals case would reward a fraudulent legal fiction third party that has no rights with the theft of Appellant's private property versus/while punishing the natural living being for simply lawfully defending his private property.

All orders that go against the Constitution are null and void.

Appellant is now demanding that FREEDOM MORTGAGE CORPORATION and GREATER COLUMBIA REAL ESTATE LLC show proof on the record that they have any lawful standing interest on Appellant's private property or overturn the decision to fraudulently foreclose and resell Appellant's private property, which is held in an irrevocable trust, and dismiss the original case with prejudice.

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.

July 2, 2025



Sherman Smith

Post Office Box 290234

Columbia, South Carolina 29229

(803) 727-4337

Appellant

Other Counsel of Record:

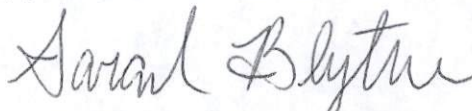
J. Martin Page

339 Heyward St., 2nd Floor

Columbia, South Carolina 29201

Attorney for Respondent

Sworn and subscribed by



07/02/2025

FORM 7
PROOF OF SERVICE OF OBJECTION

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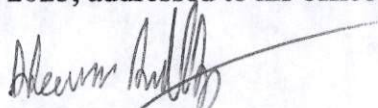
v.

FREEDOM MORTGAGE CORPORATION, Respondent.

PROOF OF SERVICE

I certify that I have served an **Objection** on Governor Henry McMaster by depositing a copy of it in the United States Mail, postage prepaid, on July 2, 2025, addressed to his office at 1100 Gervais Street, Columbia, South Carolina 29201.

July 2, 2025


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

Sworn and subscribed by:

Sarah Blythe

07/02/2025



**FORM 7
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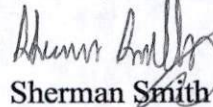
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FREEDOM MORTGAGE CORPORATION, Respondent.

PROOF OF SERVICE

I certify that I have served an **Objection** on Attorney General Alan Wilson by depositing a copy of it in the United States Mail, postage prepaid, on July 2, 2025, addressed to his mailing address at P.O. Box 11549, Columbia, South Carolina 29211.

July 2, 2025


Sherman Smith

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

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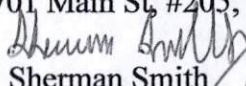
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C.C.P., G.S., & F.C.

PROOF OF SERVICE

I certify that I have served an **Objection** on the Master in Equity by delivering a copy of it, on July 2, 2025, to the Richland County Clerk of Court, at 1701 Main St, #205, Columbia, SC 29201.

July 2, 2025

sworn and subscribed by
Sarah Blythe
07/02/2025


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



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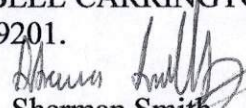
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PROOF OF SERVICE

I certify that I have served an **Objection** on FREEDOM MORTGAGE CORPORATION by depositing a copy of it in the United States Mail, postage prepaid, on July 2, 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.

July 2, 2025


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

sworn and subscribed by
Sarah Blythe
07/02/2025

