

**FORM 1
DECLARATION OF TRUST**

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

FROM RICHLAND COUNTY
Court of Appeals

Case No. 2025-001099

Sherman Smith, Appellant,

v.

FREEDOM MORTGAGE Respondent.
CORPORATION,

RECEIVED

AUG 14 2025

SC Court of Appeals

DECLARATION OF TRUST

1. On the following pages is a certified true and correct copy of the Quit Claim Deed executed 5/20/25, where owner and grantor Sherman Smith, the living man, gifted his property to a private, irrevocable, complex, expressed, non-statutory, discretionary family trust for the purpose of asset protection and future estate planning.
2. The evidence will show that this lawful, binding contract was signed ten (10) days before Greater Columbia Real Estate LLC claims that it purchased the property from Appellant.
3. The paperwork will show the Smith family trust was lawfully established and recorded in the Richland County Records of Deeds office (Book/Page: 3021/1826).

Evidence Exhibit A

CASE #: 2023CP4003343
APPELLATE CASE #: 2025-001099

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Book 3021-1826
2025023157 05/21/2025 15:24:48:867
Fee: \$15.00 County Tax: \$0.00 Quitclaim Deed State Tax: \$0.00
2025023157 John T. Hopkins II Richland County R.O.D.

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, **Sherman Smith, Grantor**, of Richland County, State of South Carolina, for considerations as a "**Gift, love & affection, estate planning, asset protection & no monetary value**" and other good and valuable consideration before the sealing of these presents for **PERPETUAL WEALTH TRUST, Grantee**, the receipt and sufficiency of which is hereby acknowledged, have remised, released, and forever quitclaimed, and by these presents do remise, release and forever quitclaim unto the said **PERPETUAL WEALTH TRUST**, all the right, title, interest, equity, claim and demand which the Grantor has in and to the following described real property in the County of Richland, State of South Carolina, to wit:

[All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as **Lot 259** on a plat of **PALMETTO PLACE, PHASE ONE** prepared by Belter & Associates, Inc, dated February 13, 2002, last revised July 28, 2002 and recorded in the Office of the ROD for Richland County in Book 697 at Page 3948; said lot being further shown and delineated on a plat prepared for Sherman G. Crosland and Angela R. Crosland by Donald G Platt, RLS, dated April 25, 2007 and recorded in the Office of the ROD for Richland County in Book 1309 at Page 3827. Reference to said latter plat is hereby made for a more complete and accurate description. All measurements are a little more or less.

DERIVATION: This being the same property conveyed to Shareka Peterson by Warranty Deed of Sherman G. Crosland and Angela R. Crosland dated November 29, 2016 and recorded in Book 2168, Page 2360, Richland County, South Carolina.

Richland County Tax Map No.: 23109-10-08

Property Address: 200 Grandview Circle, Columbia, SC 29229

Grantee Address: P.O. BOX 290234

This conveyance is made subject to all easements, restrictions, covenants, and conditions of record, and any zoning laws affecting said property.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **PERPETUAL WEALTH TRUST**, its successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of May, 2025.

Signed, sealed and delivered in the presence of:

1

State of South Carolina
I certify that this is a true and correct copy
Dated 5/23/25
John T. Hopkins II
Register of Deeds
Richland County

Witness #1 Signature

[Handwritten Signature]

Witness #2 Signature

Sarah Blythe

Print Name

Taniesha D. Brackett

Print Name

Sarah Blythe

GRANTOR:

[Handwritten Signature]

Print Name

Sherman Smith

Sherman Smith (Seal)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned Notary Public, do hereby certify that Sherman Smith personally appeared before me this day and acknowledged the execution of the foregoing Quit Claim Deed.

Witness my hand and seal this 20 day of May, 2025.

Sarah Blythe

Notary Public for South Carolina

My Commission Expires: 07/28/2032



STATE OF SOUTH CAROLINA) Page 1 of 2
COUNTY OF RICHLAND) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 200 Grandview Circle, Columbia, SC 29229, bearing County Tax Map Number 23109-10-08, was transferred by Sherman Smith to Perpetual Wealth Trust on _____

3. Check one of the following: The deed is,

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) exempt from the deed recording fee because (See Information section of affidavit):

there is NO MONETARY CONSIDERATION involved in this conveyance.

(If exempt, please skip Items 4 - 7, and go to Item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[Signature]
Responsible Person Connected with the Transaction

Sherman Smith
Print or Type Name Here

SWORN to and subscribed before me this
2 day of May 2025
Notary Public for Smith Carolina
My Commission Expires: 07/29/2032
Notary (L.S.): Sarah Blythe
Notary (printed name): Sarah Blythe



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantor's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(b)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Remedy and Relief Sought:

1. Sherman Smith, the living man, is seeking all unlawful collection actions against the lawful owners cease & desist immediately.
2. Sherman Smith is seeking the order of Writ of Assistance to be publicly rescinded immediately, pursuant of **RULE 205- Effect of Appeal**, until the Appeals Court has returned jurisdiction via "Remittitur."
3. Sherman Smith is seeking for "FREEDOM MORTGAGE CORPORATION" & "Greater Columbia Real Estate LLC" be forced to provide on the record substantial evidence of a lawful binding contract that is required for them to have authority to start a foreclosure of private property or the courts must "**dismiss this case with prejudice.**" Based on the grounds of "**fraud in factum**" "**no verified claim, no verified injured party.**"

August 14, 2025

sworn and subscribed by:
Sarah Blythe
08/14/2025



Sherman Smith

Sherman
Smith

P.O. Box 290234

Columbia, South Carolina 29229

803-727-4337

Appellant

J. Martin Page

BELL, CARRINGTON, PRICE & GREGG LLC

339 Heyward Street, 2nd Floor

Columbia, South Carolina 29201

Attorney for Respondent

(803) 509-5078

**FORM 7
PROOF OF SERVICE OF DECLARATION OF
TRUST**

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

RICHLAND COUNTY
Court of Appeals

Appellate Case No. 2025001099

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SC Court of Appeals

Sherman Smith

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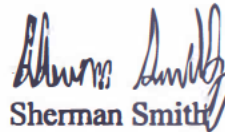
FREEDOM MORTGAGE
CORPORATION

Respondent.

PROOF OF SERVICE

I certify that I have served a **DECLARATION OF TRUST** on FREEDOM MORTGAGE CORPORATION by depositing a copy of it in the United States Mail, postage prepaid, on August 14, 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.

August 14, 2025


Sherman Smith

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

sworn and subscribed by:

Sarah Blythe
08/14/2025



**FORM 7
PROOF OF SERVICE OF DECLARATION OF
TRUST**

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

RECEIVED

AUG 14 2025

SC Court of Appeals

RICHLAND COUNTY
Court of Appeals

Appellate Case No. 2025001099

Sherman Smith

Appellant,

v.


FREEDOM MORTGAGE
CORPORATION

Respondent.

PROOF OF SERVICE

I certify that I have served a **DECLARATION OF TRUST** on the Master in Equity by delivering a copy of it, on August 14, 2025, to the Richland County Clerk of Court, at 1701 Main St, #205, Columbia, SC 29201.

August 14, 2025


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

sworn and subscribed by:

Sarah Blythe

08/14/2025

