

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Falcon Fox LLC and )  
Hotel Charlie, LLC, )  
 )  
Plaintiff, )  
-vs- )  
Stewart Wellons, )  
 )  
Defendant. )  
\_\_\_\_\_ )

**RECEIVED**  
JUL 22 2022  
SC Court of Appeals

MOTION  
2021-CP-23-02623

TO: STEWART WELLONS, DEFENDANT ABOVE NAMED:

YOU WILL PLEASE TAKE NOTICE that the undersigned will move before the Honorable Charles B. Simmons, Jr., at 12:00 noon, on the 10<sup>th</sup> day after service hereof or as soon thereafter as counsel can be heard for an Order amending the previous Order of the Court, dated December 29, 2021, as indicated by the attached proposed Order.

That the Plaintiff asserts by Affidavit of it's attorney that the Order of December 29, 2021, has not been complied with and the Plaintiffs are asking that the Order be enforced and the proceeds be paid into the escrow account of the Plaintiffs attorney and that the Clerk execute the Deed as prepared by the Plaintiffs' attorney. You will further take notice that the title to the truck will be executed and sent to the Defendant for transfer at the SCDMV when the Deed is submitted to the Clerk.

A hearing in this matter is set for the 13<sup>th</sup> day of May, 2022, at 10:00 a.m. by Zoom/WebX. You are invited to participate in this hearing by video or by telephone. You must notify the undersigned of your e-mail address in order to participate in this hearing. Once you provide an e-

mail address, you will receive an invitation and link for participation directly from the Court. If you do not have an e-mail address, you may contact the undersigned to receive information to participate in this hearing by telephone. See attached Notice for more information on the Zoom hearing.

See attached proposed Amended Order.

PRUITT & PRUITT

/s/ J. Calhoun Pruitt, Jr.

J. Calhoun Pruitt, Jr.  
SC Bar #4588  
Atty for the Plaintiffs  
101 N. Murray Avenue  
Anderson, SC 29625  
(864)224-3121

Anderson, South Carolina

May 26, 2022



3. That the Defendant, Stewart Wellons, is a citizen and resident of the Greenville County, South Carolina and is the owner of the real estate involved in this lawsuit.

4. That the Plaintiffs and the Defendant entered into a contract for the sale of real estate as indicated in Plaintiffs' Exhibit #1. The ultimate terms and sale price were negotiated by the parties.

5. That on or about May 13, 2021, the Plaintiffs set a closing on the real estate contract and the Defendant indicated that he would attend. On the date of closing, the Defendant did not appear at the closing and later informed the Plaintiffs that he was not attending nor did he intend to comply with his agreement.

6. That the Plaintiffs were ready, willing and able to comply with their contract and had escrowed sufficient funds in order to complete the transaction.

7. That the Plaintiffs' main witness, the sole shareholder of each, Daniel Holtzman, testified that the contract shown on Plaintiffs' Exhibit #1, had never been altered or changed after the Defendant signed the contract. That Plaintiffs' witness, Tony Opperman, testified that he knew the parties, was present during the negotiation and saw the parties sign the contract. He further testified the contract had not been altered or changed.

8. That the court finds as a fact that the contract was not altered after the signature and that the Plaintiff sent the Defendant a copy of same, and the \$5,000.00 binder, attached to a text at the time the contract was executed. See, Plaintiff's Exhibit 3a and 3b.

9. From Defendant's somewhat disjointed testimony, it appears he is primarily objecting to the contract amount, saying that the numerical amount had been altered and that he would not have agreed to less than \$300,000. Holtzman and Opperman testified the terms (including roll-back tax payment by Plaintiff and transfer by Plaintiff of a F350 Truck to Defendant) were all

STATE OF SOUTH CAROLINA )  
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Hotel Charlie, LLC, )  
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Plaintiff, )  
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-vs- )  
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Stewart Wellons, )  
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Defendant. )

**ORDER**  
2021-CP-23-02623

DATE OF TRIAL: December 10, 2021  
TRIAL JUDGE: Charles B. Simmons, Jr.  
PLAINTIFF'S ATTORNEY: J. Calhoun Pruitt, Jr.  
DEFENDANT'S ATTORNEY: James P. O'Connell  
COURT REPORTER:

THE ABOVE ENTITLED MATTER came before me pursuant to an Order of Reference dated July 15, 2021. The Plaintiff is seeking to require specific performance of a real estate contract. The Defendant's pleadings indicated he disputed the genuineness of said contract. The Defendant, by and through his attorney, stipulated that the Plaintiffs were ready, able and willing to close the transaction.

**FINDINGS OF FACT**

1. That the Plaintiffs are limited liability companies organized pursuant to the laws of the State of South Carolina.
2. That the real estate, which is the subject of this action, is located in Greenville County, South Carolina.

3. That the Defendant, Stewart Wellons, is a citizen and resident of the Greenville County, South Carolina and is the owner of the real estate involved in this lawsuit.

4. That the Plaintiffs and the Defendant entered into a contract for the sale of real estate as indicated in Plaintiffs' Exhibit #1. The ultimate terms and sale price were negotiated by the parties.

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State of South Carolina  
County of Greenville

In the court of  
Common Pleas

Falcon Fox LLC &  
Hotel Charlie LLC  
Plaintiffs

Affidavit of Stewart  
Wellons in Support of  
Request for Continuance

v  
Stewart Wellons  
Defendant

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JUL 22 2022  
SC Court of Appeals

Case No. 2021-CP-23-02623

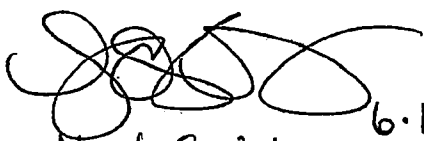
22 JUN 10 PM 03  
Paul Wickensmer CCC ELS SC

### Affidavit

Comes now the defendant Stewart Wellons  
on this 10<sup>th</sup> day of June 2022 and whom is Pro Se.  
In support for a continuance of the hearing  
dated for June 30<sup>th</sup>, 2022 and also the continuance  
of the Motion received today June 10<sup>th</sup>, 2022  
and said hearing by Plaintiffs attorney,  
Pruitt & Pruitt requesting that my Land  
real property of subject matter, be sold and  
transferred to the alleged buyer ten

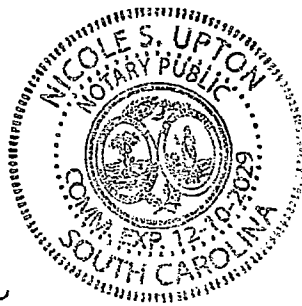
days after the receipt of service to me of said motion.

I have submitted to my family's demands of a competency hearing in regards to my incompetency to handle financial matter myself and am scheduled to be given a diagnostic evaluation by licensed psychologist or a Medical Doctor already requested by my primary care physician Graham Lawrence, M.D. 426 Memorial Drive Ext. Greer, S.C. Prism Group within 30 days of his referral being June 8<sup>th</sup>, 2022. The evaluation will be given with a written report.



6.10.2022

Nicole S. Upton  
Notary Public for South Carolina  
Commission Expires 12.10.2029



Charles S Wellons  
Charles S Wellons  
June 10, 2022

South Carolina  
Greenville County  
7-18-22

Affidavit  
**RECEIVED**  
JUL 22 2022  
SC Court of Appeals

Notice in Support for Consideration to  
Appeal Case No. 2021-EP-23-02623  
by the State of South Carolina Court  
of Appeals in Case No. 2022-000325

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.) I Charles Stewart Wellons, defendant in  
the said civil case did not knowingly,  
willingly or intentionally sign any contract  
to sell the property of mention 28.6 acres.
- 3.) I did always tell Tony Opperman as I told  
Daway Holtzman on the day of the alleged  
signing of the alleged sales contract that  
I would not sell my property. The sales  
amount never has been negotiated as a  
consideration to sell my property.

- 4.) That on the night of the alleged signing after Danny and I had eaten a meal together I was offered \$290,000.00 for my property which was a written offer which I refused stating I would never sell my land for less than \$300,000.00 and I am not interested to sell this land, this is God's land, but if I will be finished with this discussion I will give you an exclusive right to purchase meaning if I ever sell this land then you have the exclusive Right to be Purchaser.
- 5.) Danny Holtzman did take the offered sales contract and whited over the written words of the contract.
- 6.) I took the written offer then and on the whited over words I wrote "Exclusive Right to Purchase" and I signed it, then gave Holtzman the paper. This is the only paper I signed.
- 7.) If any other signature of mine was obtained after that I was not aware of such because I was done listening to Holtzman and I let myself nod out in sleep.

8) I had been without sleep at least three days and only a few hours of sleep three days earlier.

9) I was stressed because the Armstrong Heritage hotel had told me to get out of my room which had been paid in full for a week. It took me three hours to pack my personal property, load it into my pickup truck which would not start up. I needed a ride because my girl friend Michelle Hamby had left the property because if we had not left, we would be seeing Greenville County Sheriff officers and given no trespassing notice. I had waited to leave until I had used all of the methamphetamine I had at my rented room. I was using Holtzman to have a ride and exit the hotel property. Holtzman waited for hours for me to exit the premises; although I told him that I would never sell the property that my dad who has passed in death had purchased for me with my Trust account monies.

CS Stewart Wellons

Charles S. Wellons  
Charles S. Wellons  
7-18-22

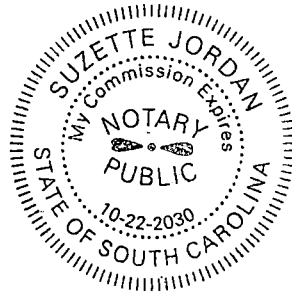
Witness

Tracie Williams  
Tracie Williams

Witness

Suzette Jordan  
Suzette Jordan

Suzette Jordan  
Notary Public for  
SC  
Commission expires  
10/22/2030



STATE of South Carolina  
COUNTY of Greenville

IN THE COURT of  
Common Pleas

22 JUN 10 PM 5:08  
Paul Wickens/mer-000 601.80

Falcon Fox LLC, and  
Hotel Charlie LLC,

Rule 7(c)

Plaintiffs,

Motion for Continuation

v.

Stewart Wellons,  
Defendant.

CASE No. 2021-CP-23-02623

Comes Now The Defendant Stewart Wellons  
on this 10 day of June 2022 and is pro se, hereby  
Request a continuation in The above matter. The  
Hearing is put on for June 13, 2022 at 9am. The Defendant  
Request a 30 day continuation for reason as follows  
bellow.

This Request is supported by a brief statement of  
fact.

South Carolina Judicial Branch Rule 7(A) gives This Court Authority To grant a continuance upon The Showing of good cause 7-(C). The Request must be Filed in Writing for it's approval by The Judge

The List of good causes is Clear but The Discretion is Left To The Court

### Cause For This Motion

A mental illness plays a Big factor in The underlying case. The Defendant, Stewart Wellons, Not only has a mental illness, he was also under The influence of methamphetamines and had been up for 3 1/2 days.

He had made appointments with his Primary Care Doctor but failed to make it on time. He can barely keep his mind on one thing at a time.

His Primary Doctor, Dr. G. Lawrence, 864-877-9066, 426 Memorial Dr. Ext. Green S.C. Gave him a Referral (See attached Letter) To see A Psychologist. This is already in The making. The appeal was sent back To This Court on a remitter. We needed the Time To get an evaluation, hence The Reason for The Late Filing, added To it Mr. Wellons did not mail most of the mail he was supposed To.

Mr. Wellons mental state at the time of the contract was far below normal. The evaluation will tell the story. The facts stated herein should show this court enough reason to continue the matter.

summary

Mr. Wellons has tried and tried to get his foot back in the door of justice. He was late for the first hearing back in December 2021. He did not make it to the reconsideration hearing. He forgot to mail pleadings to Mr. Pruitt, Plaintiff's attorney of record, and it goes on. His brain is cooked from years and years of drugs.

If this court allows the order of February 15, 2022 to move forward a very serious miscarriage of justice will follow, and may never be reversed.

Wherefore the Defendant, Stewart Wellons prays, that this court, based on the facts, grant this motion to allow time for an evaluation of the Defendant's mental capacity. The hearing scheduled for June 13, 2022, the Defendant Stewart Wellons, prays it be continued.

Dated this 10 day of June 2022  
at Greenville South Carolina.

Charles S Wellons  
Charles Stewart Wellons  
Defendant  
June 10, 2022