

# It Ain't Easy To Walk the Talk Or Fight the Evil



So out from under the radar I will finally appear.

**God Holds Us Accountable for Our Acts in Making Laws and Administering Them<sup>1</sup>**

## **The Preamble to the Constitution of the United States<sup>2</sup>**

*We hold these truths to be self evident that all men, are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty, and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men deriving their, just powers from the consent of the governed; That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter, or abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.*

---

<sup>1</sup> <http://www.lds.org/scriptures/dc-testament/dc/134?lang=eng>

<sup>2</sup> <http://www.law.cornell.edu/constitution/preamble>

As j.mcguire, I have informed the world of the methods and means the banks used to defraud the people, investors, county recordation offices and taxpayers (*taxes rises to cover the loss of the bank's failure to tender legally required funds to agencies of the Taxpayer.*)

As James Allen McGuire, Wells Fargo bank made me a victim a long, long time ago, not in a far away galaxy but in my own home.

Wells Fargo's claim: "*Mr. McGuire defaulted upon his mortgage note*", however the attached Certified Public Accountants audit tells otherwise.

No. 141-223599-07

<b>James McGuire</b>	§	<b>In the District Court</b>
	§	
<b>v.</b>	§	<b>Tarrant County, Texas</b>
	§	
<b>Wells Fargo Bank, N. A.</b>	§	<b>141<sup>st</sup>Judicial District</b>

**PLAINTIFF'S RESPONSE TO  
DEFENDANT WELLS FARGO BANK, N. A.'S  
MOTION FOR SUMMARY JUDGMENT**

The supporting facts existed in the case cited above. These facts did not prevail to suffice to have the court follow laws; in fact the court ruled based upon the lies of Wells Fargo.

Jump ahead in time to present day, we find that the Appellate courts will find any way to avoid exposing criminal acts having been committed upon the court as can be found in the above cited case.



**COURT OF APPEALS  
SECOND DISTRICT OF TEXAS  
FORT WORTH**

NO. 02-11-00312-CV

James Allen McGuire	§	From County Court at Law No. 1
	§	of Tarrant County (11-04521-1)
<b>v.</b>	§	March 22, 2012
Fannie Mae a/k/a Federal National Mortgage Association	§	Opinion by Justice Gabriel

## Excerpt

*“McGuire does not dispute that Fannie Mae purchased the property or that Fannie Mae has retained its alleged interest in the property; he disputes, in essence, **only whether the seller had the authority to sell the property to Fannie Mae in the first place.** To the extent that McGuire complains of defects in the foreclosure process, he may pursue that complaint in district court, but it may not be considered in this action. See Shutter, 318 S.W.3d at 471; Williams, 315 S.W.3d at 927 (citing Scott, 127 Tex. at 35, 90 S.W.2d at 818-19).*

*We hold that the county court was able to determine Fannie Mae's right to immediate possession of the property at trial, and it did not err in granting possession of the property to Fannie Mae. We overrule McGuire's issues.”*

*“Thus, questions over whether a sale of property encumbered by a deed of trust is invalid “must be brought in a separate suit.” Williams, 315 S.W.3d at 927; Rice v. Pinney, 51 S.W.3d 705, 710 (Tex. App.-Dallas 2001, no pet.).”*

Even where a party cannot have been able to lawfully sell the property; so long as these cases remain the mainstay of authority, an unlawful purchaser can operate without impunity or threat of recourse.

So attached, one will find the notice I will take this matter to the highest court of the state and if required to the highest court of the land.

## **It Ain't Easy**

As one reads the pleading<sup>3</sup> and then visits the opinion<sup>4</sup>, one has to ask these questions; why, do not criminal charges come to bear? What did George Washington fight for? Has Justice been bought?

## **The ultimate, How will God Judge?**

---

<sup>3</sup> <http://www.scribd.com/doc/86637881/Cv312-Fed-Appeal>

<sup>4</sup> <http://www.scribd.com/doc/86639114/Appeal-Opinion>

**Dan R. Chilton, CPA**  
**1214 Egyptian Way, Grand Prairie, TX 75050**      **Telephone: 469-733-2219**

May 31, 2006

W. Thomas Engle  
W. Thomas Engle & Associates  
402 North Carroll Avenue, Suite 100  
Southlake, Texas 76092

Fax: 817-310-0581

Re: James McGuire / Wells Fargo

Dear Mr. Engle;

According to the Wells Fargo Home Mortgage Customer Account Activity Statement for Loan # 936 - 0016669285, Mr. McGuire's payments from October 1, 1995 thru December 1, 2005 have been received by Wells Fargo and applied to the account. In addition to these installment payments, the Customer Account Activity Statement disclosed that Wells Fargo applied \$599.40 of the payment received on 11/28/2005 to the Debtor Suspense Account. This amount remained in the Debtor Suspense Account through 2/10/06, the last date on the Customer Account Statement, although there have been charges consisting primarily of late fees against this account to reduce the Debtor Suspense Account balance.

On March 10, 2003, the Customer Account Activity Statement disclosed an increase to the Principal Balance in the amount of \$6,341.49 and an increase to the Escrow Balance in the amount of \$757.30 without any explanation or accounting for either amount within the Customer Account Activity Statement or any of the documentation Mr. McGuire collected regarding this loan account that was given to me.

In November, 2001 there was listed a First PrePetition Payment received in the amount of \$3,023.20 which was applied to the loan payments scheduled for August, September, October, and November, 2001. However the amounts applied and the amount listed as received did not balance with each other and there was no explanation or accounting of the difference.

In December, 2001 there was listed a receipt of \$374.32 with the notation of "Bankruptcy Interest" of which \$368.89 was applied to Trustee Suspense Balance. There was no explanation of the source of the receipt and no explanation or accounting for the difference in the two amounts.

On November 28, 2005, the Customer Account Activity Statement listed a receipt in the amount of \$1,900.00 and applied \$1,483.18 to loan account balances but did not disclose any explanation or accounting for \$416.82 difference between the amount received and the amount applied to loan account balances. Included in the amount applied of

**Dan R. Chilton, CPA****1214 Egyptian Way, Grand Prairie, TX 75050****Telephone: 469-733-2219**

\$1,483.18 was the \$599.40 that was applied to Debtor Suspense Account as discussed in the first paragraph of this letter.

The final balance in the Escrow Account presented in the Customer Account Activity Statement was \$2,833.55. The property taxes were paid on December 23, 2005 in the amount of \$2,803.26. There may be an excessive amount in escrow based on the monthly requirement for escrow deposits of \$350.53.

Regarding the March 13, 2006 demand letter from Wells Fargo Home Mortgage, the Customer Account Activity Statement stated that the account was paid through December, 2005 and that there was \$599.40 applied to Debtor Suspense and that there was \$416.82 received by Wells Fargo and not applied to the loan accounts. These amounts are approximately sufficient to have paid the mortgage requirements through January, 2006. In addition, Mr. McGuire made a payment in February that was paid by his bank and accepted by Wells Fargo Home Mortgage after the Customer Account Activity Statement was prepared and submitted to you. Thus, payments were paid to Wells Fargo Home Mortgage in amounts sufficient to cover required payments through February 1, 2006 although Wells Fargo Home Mortgage still carried the amount of \$599.40 in the Debtor Suspense and has not explained, applied, or accounted for the \$416.82 discussed earlier in this paragraph.

The information presented below was taken from the Customer Account Activity Statement and the various Annual Escrow Review and Notice of New Payment Statements sent to Mr. McGuire by Wells Fargo Home Mortgage and displays the balances presented by each Statement for the same point in time.

	<b><u>Customer Account Activity</u></b>	<b><u>Annual Escrow Review</u></b>
Jan, 2001	\$ -458.04	\$ -640.80
Dec, 2002	\$ 55.09	\$ -1,091.12
May, 2003	\$1,866.43	\$ -133.08
June, 2004	\$3,272.18	\$ 1,044.54
May, 2005	\$2,937.95	\$ 1,268.65
Dec, 2005	\$2,506.14	\$ 602.63

If you have any questions or need additional information, please contact me.

Sincerely,



Dan R. Chilton, CPA

**IN THE SUPREME COURT OF TEXAS**

**NOTICE OF APPEAL**

James Allen McGuire  
  
Appellant,

FROM A DECISION BEFORE  
Court of Appeals  
Second District of Texas  
Fort Worth

**CAUSE NO. 02-11-00312-CV**

vs.

Fannie Mae a/k/a Federal  
National Mortgage Association  
  
Respondent.

**FROM THE JUDGMENT OF  
Affirming the County Court at Law  
No.1 Judgment Cause No. 11-04521-1**

Now comes Appellant, James Allen McGuire, and hereby gives notice that he is appealing to the Supreme Court of Texas from the final judgment entered on March 22, 2012 by the Court of Appeals, Second District of Texas affirming the trial court judgment by improperly applying the rule of law.

Respectfully Submitted March \_\_\_\_\_, 2012

James Allen McGuire  
(pro se)  
902 Rusk Dr  
Euless, Texas 76039  
817-420-4151

**CERTIFICATE OF SERVICE**

I, James Allen McGuire, certify that the foregoing notice of appeal was sent by ordinary United States mail to Jana Ward Clarke, 309 West 7<sup>th</sup> Street, Suite 1100, Fort Worth, Texas 76102, Attorney for Respondent, and the Court of Appeals, Second District, 401 West Belknap, Suite 9000, Fort Worth, Texas 76196.

James Allen McGuire

---