

UNITED STATES BANKRUPTCY COURT DISTRICT OF Delaware

PROOF OF CLAIM

Name of Debtor: Setla LLC

Case Number: 09-11962-BLS

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): GMAC

[] Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: GMAC, P.O. Box 130424, Roseville, MN 55113, Telephone number: (800) 495-1578

Court Claim Number: (If known)

Filed On:

Name and address where payment should be sent (if different from above): GMAC, P.O. Box 78367, Phoenix, AZ 85062, Telephone number: (800) 495-1578

[] Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

[] Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$14,395.16 **
** Claimant Reserves Right to Amend its Claim**
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete item 5.
[] Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
Specify the priority of the claim.

2. Basis for claim: Automobile Financing (See instruction #2 on reverse side.)

[] Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number which creditor identifies debtor: xxx-xxxx-x1243

[] Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

[] Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

4. Secured claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or right of setoff and provide the requested information.

[] Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Nature of property or right of setoff: [] Real Estate [X] Motor Vehicle [] Other Describe: N07 CHEVEXPRESS VA VIN 1GCFG15X271130593

[] Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Value of property: Unknown Annual Interest Rate: 9.99%

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$0.00 Basis for perfection: Certificate of Title/Lien Notice

Amount of Secured Claim: \$14,395.16 Amount Unsecured: Unknown

[] Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

If the documents are not available, please explain:

Date: 6/12/09

Signature: This person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

M. Bohlen, Agent

RECEIVED JUN 25 2009 U.S. BANKRUPTCY COURT DISTRICT OF DELAWARE FOR COURT-USE ONLY



RETAIL INSTALMENT SALE CONTRACT

GMAC FLEXIBLE FINANCE PLAN

Dealer Number

Contract Number

Buyer (and Co-Buyer) - Name and address (include county and zip code) SELTA LLC SETIA LLC 5901 BROKEN SOUND PKWY BOCA RATON CUYAHOGA FL 33487	Creditor (Seller name and address) PAT O'BRIEN CHEVROLET 25100 DETROIT ROAD WESTLAKE OH 44145
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay us, the Creditor, the Amount Financed and Finance Charge according to the payment schedule shown below. We will figure the Finance Charge on a daily basis.

New or Used	Year	Make and Model	Vehicle Identification No	Primary Use for Which Purchased
NEW	2007	CHEVROLET TRUCK 6 VAN	1GCFG15X271130593	<input checked="" type="checkbox"/> Personal, family, or household <input type="checkbox"/> business <input type="checkbox"/> Agricultural <input type="checkbox"/> Other

Your trade-in is a Year 2001 Make FORD Model E150

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 9.99 %	FINANCE CHARGE The dollar amount the credit will cost you \$ 6208.65	Amount Financed The amount of credit provided to you or on your behalf \$ 22191.75	Total of Payments The amount you will have paid after you have made all payments as scheduled \$ 28400.40	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 1500.00 \$ 29900.40

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows
60	\$ 473.34	Monthly beginning 05/17/2007	

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a maximum charge of \$1.
 Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
 Security Interest. You are giving a security interest in the vehicle being purchased.
 Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash price of vehicle, accessories, and taxes	\$ 23416.25(1)
2 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts)	
A Official fees paid to government agencies	\$ 15.50
B Government taxes not included in line 1 above	\$ N/A
C Government license and/or registration fees	\$ N/A
D Government certificate of title fees (includes \$ 5.00 security interest recording fee)	\$ 10.00
E Other charges (Seller must identify who is paid and describe purpose)	
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to PAT O'BRIEN for DOC FEE	\$ 250.00
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
F Net trade-in payoff to	\$ N/A
Total other charges and amounts paid to others on your behalf	\$ 275.50(2)
3 Total cash price (1+2)	\$ 23691.75 (3)
4 Total downpayment = (if negative enter "0" and see line 2F above)	
Gross trade-in \$ 500.00 - payoff by seller \$ N/A	
= net trade-in \$ 500.00 + cash \$ N/A	
+ other (describe) REBATE	\$ 1000.00
\$ 1500.00 (4)	
5 Unpaid balance of cash price (3 minus 4)	\$ 22191.75 (5)
6 Insurance	
A Cost of optional credit insurance paid to the insurance company or companies	
Life \$ N/A	
Disability \$ N/A	\$ N/A
B Other insurance paid to the insurance company	\$ N/A
Total insurance charges	\$ N/A (6)
7 Amount financed - principal balance (5+6)	\$ 22191.75 (7)
8 Finance charge	\$ 6208.65 (8)
9 Total of payments - true balance (7+8)	\$ 28400.40 (9)

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance.

Credit Life Buyer Co-Buyer Both
 Credit Disability (Buyer Only)

Premium
 Credit Life \$ N/A
 Credit Disability \$ N/A
 N/A (Insurance Company)

(Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Insurance.

N/A Type of insurance N/A Term
 Premium \$ N/A
 N/A (Insurance Company)
 N/A (Home Office Address)

I want the insurance checked above

X Buyer Signature Date
 X Co-Buyer Signature Date

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs X [Signature] Co-Buyer Signs X [Signature]

If any part of this contract is held void, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [Signature] Date 04/02/2007 Co-Buyer Signs X [Signature] Date 04/02/2007

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Date _____ Address _____

Creditor Signs PAT O'BRIEN CHEVROLET Date 04/02/2007 By X [Signature] Title _____

Seller assigns its interest in this contract to <input checked="" type="checkbox"/> GMAC under the terms of Seller's agreement(s) with assignee	<input type="checkbox"/> Nuveel National Auto Finance	<input type="checkbox"/> GMACAB	<input type="checkbox"/> Nuveel Credit Company.
Assigned with recourse	Assigned without recourse or with limited recourse		
Seller By [Signature] Title _____	PAT O'BRIEN CHEVROLET By [Signature] Title _____		

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OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed
- b. How we will apply payments. We will apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid part of the Amount Financed
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. Your right to refinance an irregular payment schedule. An irregular payment schedule is one with payments not scheduled to be paid in substantially equal consecutive payments. If you have an irregular payment schedule and if you are buying the vehicle primarily for personal, family, or household use, you may refinance this contract without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the US or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. We pay for repair bills, storage fees, taxes, fines, or charges on the vehicle. You agree to repay the amount when we ask for it.
- c. Security interest. You give us a security interest in:
 - The vehicle and all parts or goods installed in it.
 - All money or goods received (proceeds) for the vehicle.
 - All insurance, maintenance, service, or other contracts we insured to you, and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds or premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we decide, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may use the refund from what you owe.

3. YOU MAY PREPAY

You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. You do not have to pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

4. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once (accelerate). Default means:
 - You do not pay any payment on time.
 - You start a proceeding in bankruptcy or one is started against you or your property, or
 - You break any agreements in this contract.
 If your only default is that you did not pay a payment on time, we may accelerate this contract only if your default continues for at least 30 days. Otherwise, we may accelerate any time after you default. Our right to accelerate is subject to any right the law gives you to reinstate this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- d. How you can get the vehicle back. If we take it, we will tell you what you have to do to get the vehicle back. In many situations, the law gives you the right to pay to get it back. We will tell you what you have to do to get the vehicle back.

We will sell the vehicle if you do not get it back. If you do not get it back, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the highest lawful rate until you pay.

- f. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

- g. Dishonored check charge. If you try to pay any portion of an amount you owe with a check that is dishonored, you will have to pay a charge of \$20.

5. WARRANTIES SELLER DISCLAIMS

The Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- 6. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation:

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del contrato. La información del formulario de la ventanilla de venta prevalece sobre cualquier disposición en contrario contenida en el contrato de venta.

7. APPLICABLE LAW

Federal law and Ohio law apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The above notice applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

OHIO CERTIFICATE OF TITLE

ISSUING CITY CUYAHOGA
RESIDENT CITY CUYAHOGA

STATE OF OHIO No. 18 0752 8424
ORIGINAL

ISSUE DATE
04/18/2007

IDENTIFICATION NUMBER
1GCFG15X271130593

COMMENTS

PURCHASE PRICE
\$22,050.00

YEAR MAKE MAKE DESCRIPTION
2007 CHEV CHEVROLET

BODY TYPE MODEL MODEL DESCRIPTION
VN EX1 EXPRESS G10

CONVERSION

TAX \$1,616.25
MIG BRAND ACTUAL

MILEAGE 25 EVIDENCE OH MCO - IN STATE

BRAND(S)

OWNER
SETLA LLC

20400 LORAIN ROAD
FAIRVIEW PARK, OH 44126

PREVIOUS OWNER

PAT OBRIEN CHEVROLET WEST

25100 DETROIT RD
WESTLAKE, OH 44145-0000

18498853 ND003330

FIRST LIENHOLDER DATE OF LIEN 04/18/2007
GMAC

P.O. BOX 8133
COCKEYSVILLE, MD 21030

LIEN DISCHARGE

Lienholder _____

by: _____
Authorized signature date

CLERK OF COURTS LIEN CANCELLATION

by: _____
Deputy Clerk date

LIEN DISCHARGE

Lienholder _____

by: _____
Authorized signature date

CLERK OF COURTS LIEN CANCELLATION

by: _____
Deputy Clerk date

WITNESS MY HAND AND OFFICIAL SEAL THIS 18th DAY OF APRIL, 2007

7079520509

(SEAL)

Gerald E. Fuerst



* 7 0 7 9 5 2 0 5 0 9 *

%079520509

GERALD E. FUERST
CLERK OF COURTS

LYNCH
KAWEN

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

CERTIFICATE OF SERVICE

I, the undersigned, declare as follows:

I am an agent of GMAC employed in the City of Roseville, Ramsey County, Minnesota. I am over the age of 18 years and not party to this action. My business address is P.O. Box 130424, Roseville, MN 55113.

I am readily familiar with the business practices of my employer for the collection and processing of documents and correspondence for mailing with the United States Postal Service and those correspondence and documents are deposited with the United State Postal Service that same day, or within one business day, in the ordinary course of business.

On June 12, 2009, I served the following documents:

- **Proof of Claim with all Exhibits and Attachments**

in the method or methods described below and if served via U.S. Mail, by placing copies of said documents in sealed envelopes and served addressed as follows:

Debtor's Attorney:

BONNIE GLANTZ FATELL
1201 N MARKET ST STE 800
WILMINGTON, DE 19801

Trustee:

INFORMATION NOT AVAILABLE
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I then placed said envelopes for collection and mailing at my employer's office following ordinary business practices, addressed to the parties so designated above.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 12, 2009, at Roseville, Minnesota.


M. Bohlen, Agent