

IN THE UNITED STATES BANKRUPTCY COURT FOR
THE SOUTHERN DISTRICT OF ALABAMA

IN RE:)
)
Cathy Ann Sciple,) Case No. 25-20279
)
Debtor.)

ORDER SUSTAINING OBJECTION TO CLAIM (DOC. 37)

ASE Credit Union (“creditor”) filed proof of claim no. 3 in this chapter 13 bankruptcy in the amount of \$6,743.44. The promissory note attached to the proof of claim matured in July 2019. The debtor filed this bankruptcy in October 2025.

The chapter 13 trustee objected to the creditor’s claim on the ground that it is barred by the 6-year statute of limitations of Alabama Code § 6-2-34. The creditor responded that the note is a contract under seal subject to the 10-year statute of limitations of Alabama Code § 6-2-33.

The only indication that the promissory note is under seal is the printed word “seal” after the debtor’s signature. But that is not enough to create a contract under seal under Alabama law:

It is clear . . . that the character ‘(SEAL),’ printed opposite the signature line on an instrument, without more, is not sufficient to render it an instrument under seal. There must be an intention on the part of the maker, recited in the body of the instrument, to the effect that the instrument is sealed. No such intention was expressed in the body of the instrument under consideration in the case at bar.

Crane v. Pringle, 378 So. 2d 721, 722-23 (Ala. 1979); *see also Johns v. First Alabama Bank*, 612 So. 2d 1235, 1237 (Ala. Civ. App. 1992). The court thus agrees with the trustee that the 6-year statute applies and the creditor’s claim is time-barred. The trustee’s objection is sustained, and claim no. 3 is disallowed or reduced to the amount paid.

Dated: April 14, 2026


HENRY A. CALLAWAY
U.S. BANKRUPTCY JUDGE