

Problems in Making Power of Attorney Burden Mortgage Rights

Sukarman

Stikubank University Semarang, E-mail: advokatkarmansastro@gmail.com

Abstract. *In its development, in terms of making a Deed of Granting Mortgage the debtor cannot attend which is then represented by his representative, the consequence of the debtor's representative is that the Deed of Granting Mortgage Rights must be drawn up with a Power of Attorney to impose Mortgage Rights. This research uses a normative juridical approach, the results of the study state that the factors that influence the emergence of problems in making a power of attorney to impose a mortgage are in the form of laws and regulations, namely in the form of disharmony between Article 38 of the Notary Position Law and Article 96 paragraph (1) of the Head Regulation. National Land Agency Number 8 of 2012, the weakness factor of the Power of Attorney to impose mortgage rights, namely the validity period of the power of attorney to impose mortgage rights and additional costs in making a power of attorney to impose mortgage rights which is also a notary certificate.*

Keywords: *Mortgage Right; Power of Attorney; Problems.*

1. INTRODUCTION

Development that is carried out, especially in the economic sector, requires serious attention from the state, through the role of the government in the interests of the Indonesian people, its implementation must be guided by applicable regulations. In the development of needs and their increase, funds are needed as one of the supports to drive community activities in the economic sector.¹

Legal instruments in the economic field, in order to protect and improve the welfare of the community in the form of business economically between financial institutions and their debtors and when laws and regulations are made to regulate and improve the economic level of the community, it is not only legal ideas and concepts only things that must be paid attention to or only economic conceptual ideas are involved, but these ideas and concepts must be integrated, but in certain cases it is inevitable that the interests from an economic perspective are highlighted more than the interests of legal certainty of the parties in this development. It can be seen clearly from the issuance of Act No. 4 of 1996 concerning Mortgage Rights on land and objects related to land and the Mortgage Institution that is now in effect is the Mortgage Institution based on Act No. 4 of 1996.²

¹ Yusup Sugiarto, Dany Bramandoko, Gunarto, Peran Notaris/PPAT Dalam Pembuatan Surat Kuasa Membebaskan Hak Tanggungan Dalam Perjanjian Kredit Pemilikan Rumah (Studi Di Pt. Bank Tabungan Negara Tbk. Cabang Cirebon), *Jurnal Akta*, Vol 5 No 1 January 2018, page.1-10

² Dian Cahyo Wibowo, Gunarto, Pelaksanaan Surat Kuasa Membebaskan Hak Tanggungan (Skmht) Di Kota Pekalongan, *Jurnal Akta*, Vol. 4 No. 2 June 2017, page.251-258

In Indonesia, the birth of a land guarantee institution, namely Mortgage Rights, is mandated in Article 51 of Act No. 5 of 1960 concerning Basic Agrarian Principles. Within 36 years, the law in question was born. The birth of Act No. 4 of 1996 is intended to replace the provisions regarding Credietverband and Mortgages on land, this is a fundamental change in the Guarantee Law, especially the law on property security, regarding land and this is also confirmed in Article 29 of the mortgage rights Act No.4 of 1996 that: With the enactment of this Law, the provisions regarding Credietverband as mentioned in Staatsblad 1908-452 jo Staatsblad 1909-686 and Staatsblad 1909-584 as amended by Staatsblad 1937-190 jo. Staatsblad 1937-191 and the provisions regarding Hypotheek as stated in book II of the Indonesian Civil Code as long as the imposition of Mortgage Rights on land rights and objects related to land are declared null and void. This mortgage rights law aims to provide a foundation for the enactment of a strong Mortgage institution, including regarding the position of the Power of Attorney to Impose Mortgage Rights.³

So far, notaries use a power of attorney to impose mortgage rights made by the National Land Agency, if they do not use the form and format provided, the power of attorney to impose mortgage rights will not be accepted by the National Land Agency. Whereas Article 15 paragraph (1) of Act No. 4 of 1996 explicitly states, if the power of attorney to impose mortgage rights is "made" by a notary. By simply filling in the form of power of attorney to impose mortgage rights provided by the National Land Agency, it means that the notary does not make an authentic deed, but rather makes a letter. This is not in line with the notary's authority to make authentic deeds and other powers as regulated in Article 15 paragraph (1) and paragraph (2) of Act No. 30 of 2004 as amended by Act No. 2 of 2014. In accordance with that provision, the Notary does not fill out a deed as is filling a Power of Attorney to impose Mortgage Rights.

The reasons for the issuance of a Power of Attorney to Impose Mortgage Rights are divided into 2 (two), namely subjective and objective. Subjective requirements include the guarantor who cannot appear in person before a notary to sign the Deed of Granting Mortgage, the procedure for charging long/long mortgage rights, the cost of making mortgage rights is quite high, the credit is not large and the term is short, and the debtor is very trustworthy. Whereas the objective reasons are the certificate has not been issued, the transfer of the name of the land which gives the mortgage has not been carried out, the land clearing/merger has not been completed in the name of the guarantor of the mortgage right and the roya that has not been carried out.⁴

According to Satjipto Rahardjo as quoted by Syafruddin Kalo as saying that:⁵ One aspect of legal life is certainty, that is, the law intends to create certainty in relationships between people in society. One that is closely related to the issue of certainty is the problem of where the law comes from. Certainty regarding the origin or source of law has become important since the law has become an increasingly formal institution.

In practice in the field, it turns out that we can see that there are a lot of people seeking justice, especially weak economies who feel they do not have legal certainty. This is because the judicial process in Indonesia is relatively long, and the costs are

³ Rifki Yusuf, Maryanto, Peran Notaris Dalam Penggunaan Akta SKMHT Yang Tidak Diikuti APHT Terhadap Debitor Wanprestasi Terkait Pemberian Fasilitas Kredit Pemilikan Rumah Subsidi (Studi Kasus di Bank Tabungan Negara Pekalongan), *Jurnal Akta*, Vol 5 No 1 March 2018, page.275-287

⁴ M. Isnaeni, *Pengantar Jaminan Kebendaan*, PT Revka Petra Media, Surabaya, 2016, page.147-148

⁵ Satjipto Rahardjo, *Ilmu Hukum*, Citra Aditya Bakti, Bandung, 2012, page.4 and 16.

quite expensive, even though one of the objectives of establishing a court is to obtain legal certainty.

Birth of Act No. 4 of 1996 concerning Mortgage Rights to Land and Objects Related to Land is an answer to the mandate stipulated in the 1945 Constitution and the Basic Agrarian Law, namely the existence of unification in guarantee institutions in Indonesia, in addition to fulfilling the need for greater capital for development purposes. Since the issuance of the Hypotheek and Credietverband Mortgage Rights Act, it is no longer enforced.⁶

One of them is by making a mortgage loan agreement that creates rights and obligations for these parties. The KPR agreement is a principal agreement followed by a guarantee agreement as an additional agreement. Both are made separately, but the position of the guarantee agreement really depends on the main agreement. Guarantee is done to provide legal protection to creditors.⁷

In practice, every credit extension by the bank is always accompanied by the delivery of a guarantee by the debtor, the implementation of the guarantee commitment is carried out at the signing of the credit agreement. One of the guarantees that is often used is Mortgage Rights. Based on the opinions of various existing legal experts, it can be seen that the formulation of the Power of Attorney to impose Mortgage Rights as described above has resulted in legal dualism and even legal disharmony related to deeds made by the Notary. This situation also occurred in the Pematang area. Where the system of making a Power of Attorney Imposes Mortgage Rights in Pematang also has similarities with the preparation of a Power of Attorney to Impose Mortgage Rights in general. This is due to the provisions related to the guidelines for filling out the form of Power of Attorney to Impose Mortgage Rights as stipulated in Article 96 paragraph (1) PMNA/*Perkaban* No. 3 of 1997 as amended by *Perkaban* No. 8 of 2012 still applies throughout Indonesia to this day.

This writing tries to analyze and describe the issue of a juridical review of the power of attorney to impose mortgage rights made by a notary based on Act No. 2 of 2014 concerning the Position of a Notary.

2. RESEARCH METHODS

The type of research in this writing is sociological juridical. The data collection techniques in scientific research are using literature study techniques and direct interview studies with informants in collecting and compiling the required data. This research is descriptive qualitative analytical which is a research with data analysis techniques in the form of describing, analyzing, explaining, and analyzing a legal problem that occurs.

3. RESULTS AND DISCUSSION

3.1. Implementation of making a power of attorney to impose a current mortgage

For the release of land rights for land which has been certified, it is evidenced by a deed of releasing land rights made by a notary public. Whereas for land that is not yet

⁶ Siti Nurjannah, Hak Eksistensi Tanggungan Sebagai Lembaga Jaminan Hak Atas Tanah (Tinjauan Filosofis), *Jurisprudentie Jurusan Ilmu Hukum Fakultas Syariah dan Hukum*, No. 1 Tahun 2019, page. 195

⁷ Dimas Nur Arif Putra Suwandi, Perlindungan Hukum Bagi Bank Pemegang Hak Tanggungan Peringkat Kedua Dalam Eksekusi Objek Hak Tanggungan, *Media Iuris* Vol 1 No. 3 tahun 2019, page. 420.

certified, it is proven by a statement letter of releasing the title to land under the hands of the owner, which is made by the right holder. As described in Article 27 paragraph (2) of the Basic Agrarian Law, the release of land rights makes land rights abolished and the land becomes state land.⁸

In the general explanation number 7 and explanation of Article 15 paragraph (1) of the Mortgage Rights Law, it is stated that the granting of the Mortgage must be carried out by the Giver of the Mortgage by being present before the official who makes the land deed. Only if for some reason he is unable to appear in person before the official who draws the land deed, he is obliged to appoint another party as his attorney, by means of a power of attorney to impose a mortgage in the form of an authentic deed. Making a power of attorney to impose a mortgage other than by a notary is also assigned to the official who makes land deeds, because this land deed maker official whose existence extends to the subdistrict area in the context of equitable services in the land sector.⁹

1. Preparation of Power of Attorney to Impose Mortgage Rights

Power of Attorney to Charge Mortgage Rights or what is often called Power of Attorney to Charge Mortgage Rights is the power of attorney from one legal subject (person/legal entity) to another legal subject (person/legal entity) (power of attorney) to carry out a certain business. Certain matters (special powers), of course, is to carry out or carry out Mortgage Rights in the form of Deed of Granting Mortgage Rights. After the issuance of the deed of granting mortgage rights, it becomes the authority of the holder of the Mortgage (creditor) of the party listed in the deed of granting mortgage rights to register at the Land Office. At the Land Office, the registration process for the Mortgage Rights is only based on the deed of granting mortgage rights by attaching a power of attorney to impose mortgage rights as the basis for the deed of granting mortgage rights.

As for the power of attorney, to impose mortgages in addition to the Notary, it is also assigned to the Official for Making Land Deeds whose existence reaches the sub-district area, in order to facilitate the provision of services to parties in need. This is confirmed in Article 15 paragraph (1) of Act No. 4 of 1996 which, among other things, states that: "Power of Attorney to impose Mortgage Rights must be made with a notary deed or deed of official land deed maker" Based on this provision, the Notary Public has the authority to make a power of attorney to impose a mortgage with a deed. This means that the power of attorney imposing mortgage rights made by the Notary must be made in the form of a deed, but in practice, the writing of the power of attorney imposes mortgage rights by the Notary which is the same as filling in the blank/content/form provided by the land agency. As for the form of power of attorney to impose mortgage rights, it is strictly regulated in Article 96 paragraph (1) of the Regulation of the State Minister for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for Implementing Government Regulation Number 24 of 1997 concerning Land Registration, hereinafter referred to as PMNA/*Perkaban*. No. 3 of 1997 as amended by Regulation of the Head of the National Land Agency Number 8 of 2012, hereinafter referred to as *Perkaban* No. 8 of 2012. Based on this Article, the form of power of attorney to impose a mortgage that is used in granting mortgage rights and the procedure for filling it must be made following and

⁸ Ayang Fristia Maulana, Surat Kuasa Membebaskan Hak Tanggungan Atas Tanah Negara (Studi Kasus PT X DI Kota Y), *Jurnal Yuridis*, Vol. 4 No. 2, December 2017, page.192-204

⁹ I Putu Deny Wiryanta, I Ketut Mertha, I Made Puryatma, Surat Kuasa Membebaskan Hak Tanggungan (SKMHT) Dalam Perjanjian Kredit Perbankan Di Kota Denpasar, *Acta Comitatus Jurnal Hukum Kenotariatan*, Vol 1 No.2 page.243-252

in accordance with the attachments regulated in PMNA/Per.Kaban No. 3 of 1997 as amended by Per.Kaban No. 8 of 2012. It is even affirmed in Article 96 paragraph (3) PMNA/Per.Kaban 3 of 1997 as amended by *Perkaban* 8 of 2012.

Then based on Article 38 of the Law on the position of Notary Public, the power of attorney imposes a mortgage which is made by a Notary deed based on Article 96 paragraph (1) *Perkaban* No. 8 of 2012 does not meet the requirements as a Notary deed, so that the Notary in making a Power of Attorney to Impose Mortgage may not only refer to Article 96 paragraph (1) *Perkaban* only but must also fulfill all the provisions contained in Article 38 of the law on notary office No. 30 of 2004 jo. Act No. 2 of 2014 concerning Law on the Position of Notary Public. If the Notary continues to carry out the provisions of Article 96 paragraph (1) *Perkaban* in making a power of attorney to impose a mortgage and ignore Article 38 of the Law on National Position, the Notary has acted outside the provisions of making the Notary's authentic deed, so that the power of attorney imposes a mortgage right made with Notary deed based on Article 96 paragraph (1) of the *Perkaban* does not meet the criteria as an authentic deed of a Notary, and through court procedure the parties in the power of attorney to impose a mortgage can cancel the power of attorney to impose the security right.

This also happened in Pematang Regency, Deden Deni as the Head of Legal Relations for the Pematang Regency National Land Agency said that the registration of the mortgage represented was made through a power of attorney to burden the mortgage with fees:¹⁰

- a. IDR 50,000.00 for mortgage rights up to IDR 250,000,000.00;
- b. IDR 200,000.00 for mortgage rights with a value of IDR 1,000,000,000.00;
- c. IDR 2,500,000.00 for mortgage rights with a value of IDR 10,000,000,000.00;
- d. IDR 25,000,000.00 for mortgage rights with a value of IDR 1,000,000,000,000.00;
- e. IDR 50,000,000.00 for mortgage rights with a value of more than IDR 1,000,000,000,000.00.

In its development, according to Deden, the power of attorney to impose mortgage rights uses a form that has been prepared at the National Land Agency office which is filled in by the parties wishing to make a power of attorney to impose mortgage rights. If you look at the making of a power of attorney to impose an existing mortgage, it is clear that disharmony has occurred between Article 38 of the Law on the Position of Notary and Article 96 paragraph (1) *Perkaban* No. 8 of 2012. Based on the provisions of Article 1868 of the Civil Code, authentic deeds are deeds made before or by public officials appointed to do so.

Provisions made are defined as the initial and final processes constituting the work process of land deed-making officials. Not in the context of filling in forms (blanks) by officials who made land deeds that previously occurred before the issuance of *Perkaban* Number 8 of 2012, if it is related to the responsibilities of an official who makes land deeds, it is fulfilled. If there are procedures that are not fulfilled, and the procedures that cannot be fulfilled can be proven, then the deed can be declared by court proceedings as deeds that have the power of proof as underhand deeds. If you have such a position, then the proof of value will be left to the judge.

Based on Article 1888 states that the power of perfect proof of a deed is at the original minimum, so that the power of attorney imposes mortgage rights made with a Notary deed based on Article 96 paragraph (1) The *Perkaban* does not have perfect proof of

¹⁰ Deden Deni, *Making SKMHT in Pematang*, personal interview with the Head of Legal Relations at BPN Pematang Regency

written evidence because it is not clearly determined which one is original minuta. On the other hand, based on Article 1868 of the Civil Code regarding the provisions of an authentic deed, the power of attorney imposes a security right made by a Notary deed based on Article 96 paragraph (1) The *Perkaban* does not meet the requirements as an authentic deed, where the deed is made in the form determined by law, made by an authorized official (Notary who should be subject to Article 38 of the law on notary office, but subject to Article 96 paragraph (1) *Perkaban*). Just imagine if the debtor understands this and slows down the process of charging the Mortgage where the loan or credit has been received. As a result of this legal disharmony, the law related to the power of attorney to impose mortgage rights does not have legal certainty.

This uncertainty issue results in the neglect of existing legal justice. Without justice, policies and/or rules are inappropriate as law. If, in law enforcement it tends to the value of legal certainty or comes from a regulatory aspect, then as a legal value it has shifted the value of justice and utility/benefit values. This is due to the most important legal certainty, namely the regulations themselves are in accordance with what is formulated. Likewise, when the usefulness/usefulness value is put forward, the benefit/usefulness value will shift the value of legal certainty or the value of justice because the most important thing for the value of usefulness is a fact whether the law is beneficial/useful to society. This also applies when the only thing that gets attention is the value of justice, it will have an impact on the shift in the value of legal certainty and benefit. This implies, in enforcing the law, there must be a balance between the three values.

Regarding justice, there are various perspectives, justice based on equality, based on the principle that the law binds all people, so that the justice that the law is trying to achieve is understood in the context of equality. The similarity referred to here consists of numerical equality and proportional equality. Numerical equality has the principle of equality of everyone before the law, while proportional equality is to give everyone what is due. Distributive justice, this is synonymous with proportional justice, where distributive justice begins with the granting of rights in accordance with the size of the service, so that in this case justice is based on equality, but in accordance with each portion (proportional). Corrective justice, is basically justice that rests on correcting an error, for example if there is a person's mistake that causes harm to another person, then the person who caused the loss must provide compensation to the party who received the loss to restore his condition as the result of mistakes made.

2. Problems in Making Power of Attorney Burden Mortgage Rights

Power of Attorney Burden Mortgage Rights on land rights that have been registered must be followed by making a Deed of Granting Mortgage Rights within 1 (one) month after being granted. Power of Attorney Burden Mortgage Rights for land rights that have not been registered must be followed by a Deed of Granting Mortgage Rights not later than 3 (three) months after being granted. This period does not apply to certain credits based on the prevailing laws and regulations. For certain loans such as Home Ownership Loans, the term of the Power of Attorney to Burden the Mortgage is determined by the period of time until the loan agreement expires.¹¹

¹¹ Siti Malikhatun Badriyah, R. Suharto, H.Kashadi, Muhammad Shafiyuddin Wafi, Implikasi Hukum Penggunaan Surat Kuasa Membebaskan Hak Tanggungan Sebagai Jaminan Dalam Perjanjian Kredit Pemilikan Rumah, Vol 2, No. (2019): Law, Development & Justice Review, May 2019. e-ISSN: 2655-1942, page.58-71

In practice, many authorization letters that impose mortgage rights are not immediately followed by the creation of a Deed of Granting Mortgage Rights, whereas the occurrence of a mortgage occurs when it is registered at the Land Office. For the registration of mortgage rights, of course, there must first be a Deed of Granting Mortgage Rights before the PPAT. Often in the period before the Deed of Granting Mortgage Rights the debtor was made in default. This raises its own problems, especially it is very risky for creditors.

In its development, in the making of a power of attorney that burdens the mortgage rights, there are several problems that result in the power of attorney to encumber the mortgage rights that have no clear legal force. Among them are:

1. Issues of Legal Regulations

It has been explained above that there has been a mismatch between Article 38 of the Law on the Position of Notary Public and Article 96 paragraph (1) *Perkaban* No. 8 of 2012. Article 38 of the Law on Notary Position states that:

- (1) Each Deed consists of:
 - a. the beginning of the Deed or the head of the Deed;
 - b. Deed bodies; and
 - c. end or closing of the Deed.
- (2) The beginning of the Deed or the head of the Deed contains:
 - a. title Deed;
 - b. deed number;
 - c. hour, day, date, month and year; and
 - d. full name and domicile of the Notary.
- (3) Board of Deeds contains:
 - a. full name, place and date of birth,
 - b. the contents of the Deed which constitute the will and desire of the interested parties; and
 - c. full name, place and date of birth, as well
 - d. occupation, position, position and place
 - e. stay of each identifying witness.
- (4) The end or closing of the Deed contains:
 - a. a description of the reading of the Deed as referred to in Article 16 paragraph (1) letter m or Article 16 paragraph (7);
 - b. a description of the signing and place of signing or translation of the Deed, if any;
 - c. full name, place and date of birth, occupation, position, position and place of residence of each witness to the Deed;
 - d. a description of the absence of changes
 - e. occurs in the making of Deeds or a description of any changes which may be in the form of additions, deletions, or replacements as well as the number of changes there.
- (5) Deed of Substitute Notary Public and Temporary Officer of Notary Public, apart from containing the provisions as referred to in paragraph (2), paragraph (3) and paragraph (4), also contains the number and date of the appointment, as well as the official who appointed it.

Meanwhile, according to Article 96 paragraph (1) *Perkaban* No. 8 of 2012 the forms of deed used in the making of the Power of Attorney to Burden Mortgage Rights consist of:

- a. Deed of sale & purchase

- b. Exchange Deed
- c. Grant Deed
- d. Deed of Entry into the Company
- e. Deed of Sharing of Rights
- f. Deed of Granting Mortgage Rights
- g. Deed of Grant of Building Use Rights/Use Rights of Freehold Land
- h. Power of Attorney to Impose Mortgage Rights

Meanwhile, the form of power of attorney burdens the existing mortgage rights not in accordance with the text as meant in the provisions of Article 38 of the Law on Notary Position but in the form of a form prepared by the local BPN. This matter can clearly lead to legal uncertainty in terms of the legal force of the Power of Attorney deed to Burden the existing Mortgage Rights. This uncertainty will clearly result in legal injustice due to the loss of human rights as stipulated in Article 28D of the 1945 Constitution. As well as violating the Fifth Precepts of Pancasila.

- (6) Issues Weakness of power of attorney burdens the mortgage right as a deed
- a. Issues The subject of the power of attorney burdens the mortgage as well as the issues of the power of attorney burden the mortgage as follows:
 - 1) In Article 15 paragraph (1) of the law on mortgages concerning the stipulation of a time limit for the use of a power of attorney to burden the security right to guarantee certain redemptions. Dependents are made specifically to only make the provision of power to impose mortgage rights, so that it is separate from other deeds.
 - 2) The deadline for the power of attorney to burden the mortgage rights can cause several things:
 - a. Power of Attorney Burden Mortgage Rights is null and void because the registration of uncertified lands takes a long process that exceeds the time limit stipulated by Article 15 of the Mortgage Rights Law;
 - b. Endangers the interests of the Bank because of the short term determination, it is not impossible that the credit has become bad even though the new credit has not been given for three months, not because the bank's analysis of the feasibility of the business to be given is not good but that congestion can occur as a result of economic changes or regulatory changes that have occurred either outside the country and inside the country.
 - 3) With the obligation to make a guarantee deed of mortgage and power of attorney to burden the mortgage with a notary deed followed by registration, this obligation will definitely require additional costs that burden the debtor.

Various kinds of weaknesses from making the Power of Attorney to Burden Mortgage Rights as explained above have clearly resulted in legal uncertainty in making the Power of Attorney Burden Mortgage Rights, especially in the Pemalang area.

4. CLOSING

The factors that influence the emergence of problems in making a power of attorney to burden the mortgage rights are in the form of statutory factors, namely in the form of disharmony between Article 38 of the Law on Notary Position and Article 96 paragraph (1) *Perkaban* No. 8 of 2012, the factor of weakness of the power of attorney burdens the mortgage rights, namely the validity period of the power of attorney burdens the mortgage rights and additional costs in making the power of attorney burden the mortgage right which is also a notary certificate. 8 of 2012 which is contrary to the provisions of Article 38 of Act No. 2 of 2014. In addition, the National Land Agency needs to actively supervise the implementation of the making and enforcement of power of attorney to burden mortgage rights as well as creditors must be able to reduce the intensity of the use of power of attorney to burden mortgage rights

5. REFERENCES

Journals:

- Ayang Fristia Maulana, Surat Kuasa Membebaskan Hak Tanggungan Atas Tanah Negara (Studi Kasus PT X DI Kota Y), *Jurnal Yuridis*, Vol. 4 No. 2, December 2017;
- Dian Cahyo Wibowo, Gunarto, Pelaksanaan Surat Kuasa Membebaskan Hak Tanggungan (Skmht) Di Kota Pekalongan, *Jurnal Akta*, Vol. 4 No. 2 June 2017;
- Dimas Nur Arif Putra Suwandi, Perlindungan Hukum Bagi Bank Pemegang Hak Tanggungan Peringkat Kedua Dalam Eksekusi Objek Hak Tanggungan, *Media Iuris* Vol 1 No. 3 tahun 2019;
- I Putu Deny Wiryanta, I Ketut Mertha, I Made Puryatma, Surat Kuasa Membebaskan Hak Tanggungan (SKMHT) Dalam Perjanjian Kredit Perbankan Di Kota Denpasar, *Acta Comitatus Jurnal Hukum Kenotariatan*, Vol 1 No.2, 2016;
- Rifki Yusuf, Maryanto, Peran Notaris Dalam Penggunaan Akta SKMHT Yang Tidak Diikuti APHT Terhadap Debitor Wanprestasi Terkait Pemberian Fasilitas Kredit Pemilikan Rumah Subsidi (Studi Kasus di Bank Tabungan Negara Pekalongan), *Jurnal Akta*, Vol 5 No 1 March 2018;
- Siti Malikhatus Badriyah, R. Suharto, H.Kashadi, Muhammad Shafiyuddin Wafi, Implikasi Hukum Penggunaan Surat Kuasa Membebaskan Hak Tanggungan Sebagai Jaminan Dalam Perjanjian Kredit Pemilikan Rumah, Vol 2, No. (2019): Law, Development & Justice Review, May 2019. e-ISSN: 2655-1942;
- Siti Nurjannah, Hak Eksistensi Tanggungan Sebagai Lembaga Jaminan Hak Atas Tanah (Tinjauan Filosofis), *Jurisprudentie Jurusan Ilmu Hukum Fakultas Syariah dan Hukum*, No. 1 Tahun 2019;

Yusup Sugiarto, Dany Bramandoko, Gunarto, Peran Notaris/PPAT Dalam Pembuatan Surat Kuasa Membebaskan Hak Tanggungan Dalam Perjanjian Kredit Pemilikan Rumah (Studi Di Pt. Bank Tabungan Negara Tbk. Cabang Cirebon), *Jurnal Akta*, Vol 5 No 1 January 2018;

Books:

M. Isnaeni. (2016). *Pengantar Jaminan Kebendaan*. Surabaya: PT Revka Petra Media

Satjipto Rahardjo. (2012). *Ilmu Hukum*. Bandung: Citra Aditya Bakti