

The Legitimacy of the Deed of Power of Attorney Imposing Mortgage Right Signed Before the Date of the Deed Issuance in the Conception of Legal Certainty

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Abstract. *The mechanism for signing a notarial deed is not only limited to the issue that the deed must be signed, but the signing of the deed must also be before a notary as stipulated in Article 16 paragraph (1) UUJN. The purpose of this study is to analyze the provisions for imposing mortgage rights under the current law, the factors behind the signing of the Deed of Power of Attorney for imposing mortgage rights before the date the deed is issued or in other words the deed is signed without being given the date and number of the deed, and legal consequences of signing the Deed of Power of Attorney to incur Mortgage before the date the deed is issued, in other words the deed is signed without being given the date and number of the deed. The research approach method used in this thesis is a sociological juridical legal research method. The specification of this research uses descriptive analysis. The type of data used in this study is primary data which includes the 1945 Constitution; Act No. 2 of 2014; Mortgage Act; Code of Civil law; as well as secondary data containing books and other supporting documents. Collecting research data using interview techniques and study of documents or library materials. The results of the study show that the provisions regarding the deed of Power of Attorney Imposing Mortgage made by a Notary are fully regulated by law, so the signing of the Deed of Power of Attorney Imposing Mortgage made by a notary without being given a date and number has legal consequences that the deed made by the notary only has the force of law as a deed under the hand because it is not in accordance with the provisions of Article 16 paragraph (1) of Act No. 2 of 2014 amendment to Act No. 30 of 2004 Concerning the Office of a Notary.*

Keywords: Attorney; Power; Signature.

1. Introduction

Institutional guarantees are important in making and implementing credit agreements followed by the existence of a power of attorney to impose mortgage rights (hereinafter abbreviated as SKMHT) in the event that the collateral is in the form of land. According to Habib Adjie, the mortgage guarantee institution as intended consists of 2 (two) parts, namely material guarantees and individual guarantees. Material guarantees are the rights of creditors to get priority in obtaining payment of their receivables that take precedence over other creditors. Individual guarantees are guarantees made personally for certain debts from a debtor.¹

The enactment of Act No. 4 of 1996 concerning Mortgage Rights on Land and Land-Related Objects (hereinafter abbreviated as UUHT) can be said to have resulted in legal unification. According to Maria SW Sumardjono, the birth of the UUHT is a mandate from Article 51 of Act No. 5 of 1960 concerning Basic Agrarian Regulations, which states "Collateral rights that can be imposed on property rights, business use rights, and building use rights in Articles 25, 33 and 39 are regulated by law. Thus the mortgage right is the only collateral right over the land. Since the UUHT was declared effective, the mortgage and credit guarantee institutions, insofar as they are related to land, have ended their duties and roles."²

Meanwhile, Article 4 paragraph (1) UUHT stipulates that land rights that can be burdened with mortgage rights are ownership rights, business use rights and building use rights. Explanation of Article 4 paragraph (1) UUHT provides an explanation, that what is meant by property rights, usufructuary rights and building usufructuary rights are land rights as referred to in the UUPA. For this reason, based on Article 29 UUHT, that the mortgage and credit guarantee institutions are declared no longer valid.

Thus, in every credit or financing activity carried out by a financial institution, it is necessary to obtain certainty from the loan given to the debtor, namely through guarantees for payment of the receivables, in one way, by asking to guarantee the ownership of the collateral owned by the debtor to the creditor for a period of time. time until loan repayment.

¹Habib Adjie, 2000, *Mortgage as a Guarantee Institution for Land*, Bandung: Mandau Maju, p.1

²Maria SW Sumardjono, 1997, *Banking Credit Problems in Relation to the Enactment of the Mortgage Act*, *Journal of Law (Ius Quia Iustum)*, No.7 Vol. 4, p.85

In the Collateral Agreement, there is what is called a material guarantee, namely among other things, a Mortgage Right, a Mortgage object that is used as Collateral in the form of land, basically the imposition of Mortgage rights is required to be carried out by the mortgagee himself and present before a Notary or Land Deed Making Officer.

A notary is a public official who is specifically authorized to make authentic deeds regarding all deeds, agreements and stipulations required by a regulation or required by a regulation or those who have an interest want to be stated in an authentic deed, guaranteeing certainty the date, keep the deed and provide the gross, copy and quotation, all as long as the act of the deed by a public official is not also assigned or excluded to another official or person. 10 The existence of an authentic deed as written evidence is made by order of the law and can also be due to the will of the parties.

With the signing of the deed by the parties before a Notary, the agreement they agreed on is binding and applies as a law for them. When signing the deed is one of the determinants of the birth of the agreement.

A notary in carrying out his position must be able to behave professionally based on a noble personality by always implementing laws while upholding his professional code of ethics, namely the Notary Code of Ethics. Based on Article 16 letter a of Act No. 30 of 2004 concerning the Position of Notary, hereinafter referred to as UUJN, a notary is expected to act honestly, thoroughly, independently, impartially, and protect the interests of the parties involved in legal actions. In addition, a notary as a public official must be able to keep abreast of legal developments so that in providing his services to the community, in helping to address and meet evolving legal needs, he can provide a solution that is justified by law.³

The authority of a notary to be able to make a power of attorney to impose mortgage rights (SKMHT) can be carried out by making a notarial deed in accordance with the provisions contained in Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Position of Notary (UUJN).

The creation and use of SKMHT is based on 2 (two) reasons, as follows:

1. Subjective terms, namely:

³Putri AR, 2011, Legal Protection Against Notaries, cet. 1, Medan: Softmedia, p. 5.

- a. The giver of HT cannot present himself before a notary/PPAT to make APHT;
 - b. Long/long HT loading procedure;
 - c. The manufacturing cost of HT is quite high;
 - d. short-term loans;
 - e. The credit given is not big/small;
 - f. The debtor is very trusted / bona fide.
2. Objective requirements are:
- a. The certificate has not been issued;
 - b. Transfer of name on land granting HT has not been done;
 - c. Land splitting/merging has not been completed on behalf of the HT provider;
 - d. Roya/deleting has not been done.⁴

SKMHT must clearly state the object of HT, the amount of debt with the name and identity of the creditor, the name and identity of the debtor if the debtor is not the giver of HT. Clarity regarding the main elements in the imposition of HT is very necessary for the benefit of protecting the HT giver. SKMHT provides a strong position to creditors, because SKMHT cannot be withdrawn and cannot expire for any reason. Therefore, creditors do not need to worry about the strength of the SKMHT, what needs to be considered is the validity period of the SKMHT, because SKMHT is null and void by law when the validity period ends. The validity period of the SKMHT cannot be extended, therefore the PPAT must really pay attention to and take into account the validity period of the SKMHT.⁵

The validity period of the Power of Attorney for Imposing Mortgage Rights (SKMHT) itself, the Mortgage Law also regulates in article 15, especially paragraphs (3) and (4) stating that:

(3) The Power of Attorney for Imposing Mortgage Rights regarding land rights that have been registered must be followed by the use of the Deed of Granting Mortgage Rights no later than 1 (one) month after being granted.

(4) The Power of Attorney for Imposing Mortgage Rights regarding land rights that have not been registered must be followed by the use of the

⁴Salim HS, 2004, *Development of Guarantee Law in Indonesia*, Jakarta: RajaGrafindo Persada, p. 147

⁵Mustofa, 2014, *Guidelines for Making PPAT Deeds*, Yogyakarta: KaryaMedia. p. 301.

Deed for Granting Mortgage Rights no later than 3 (three) months after being granted;

In the aforementioned article, basically for ownership of land rights that have been registered, it must be followed by making a Deed of Granting Mortgage no later than one month after being granted and for land rights that have not been registered, it must be followed by making a Deed of Granting Mortgage Rights (APHT) no later than - no later than three months after being given, but in reality in the field the time provisions stipulated in the Mortgage Act No. 4 of 1996 are sometimes not enough. So in the world of practice it is not uncommon for the signing of the SKMHT deed to be made as many as 2 (two) deed which are signed at the same time but one of the deed signed the number and date of the deed is still empty, following or is in nature a backup deed.

So that the making of the SKMHT deed is not in accordance with Act No. 2 of 2014, amendments to Act No. 30 of 2004 concerning the Position of Notary based on the description of the problem background above, the researcher is interested in discussing a study entitled the Legitimacy of the Deed of Power of Attorney Imposing Mortgage Rights Signed before the Date of the Deed Published in the Conception of Legal Certainty.

2. Research Methods

The approach method that the author uses in the preparation of writing this legal research is normative legal research, because in this research law is conceptualized as normative legislation and as written norms made and promulgated by institutions or by authorized state officials, law is seen as . an autonomous institution, apart from other institutions in society. Therefore, the assessment carried out is only "limited" to statutory (written) regulations. The research specifications used are descriptive in nature, namely research that aims to describe the state of things in a certain area and at a certain time.

This research by its nature is an analytical descriptive research which aims to present the results of the research in as much detail as possible about the problems above, as well as the obstacles faced and what legal remedies can be taken to resolve the problem. Methods of Data Collection in this study were obtained or collected through secondary data obtained by researchers from the literature which is the result of research. Which is

already available in the form of books that are usually provided in the library.

Secondary data sources used in this study include official documents, books, research results in the form of reports.⁶This method focuses on the general principles that underlie the manifestation of the existing symptom units in human life, or the patterns analyzed by socio-cultural phenomena, using the culture of the community concerned, to obtain an overview of the patterns that occur. apply.⁷

3. Results and Discussion

3.1. The Legitimacy of the Deed of Power of Attorney Imposing Mortgage Right Signed Before the Date of the Deed Issuance in the Conception of Legal Certainty

To answer the main problem regarding the legal consequences and the factors that led to the signing of the extension of the deed of power of attorney imposing mortgage rights drawn up by a notary and signed by the parties before the date the deed was issued, the author conducted interviews with several competent sources regarding the subject matter.

The results of an interview with one of the officials at the Office of the National Land Agency for the City of Cirebon, said that: for registration of mortgage rights at the Office of the National Land Agency/Agrarian and Spatial Planning here, it is important that the deed of attorney imposes mortgage rights not past the maturity of 1 (one) month after the numbering of the deed is in accordance with Article 15 Paragraph 3 of Act No. 4 of 1996 Concerning Mortgage Rights.As a result of the law signing the deed of power of attorney imposing mortgage rights drawn up by a notary and signed by the parties without being given the date and number of the deed, the deed for the strength of its proof becomes a deed under the hand, no longer an authentic deed because of a violation of Articles Article 38, Article 39, Article 40 of the Act No. 4 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Position of Notary. The making of a deed made by a notary must be in accordance with the Notary Office Law because all forms and procedures for making an authentic deed have been determined,(interview on 01 July 2022).

⁶Nazir. 2015. *Research Methods*. Jakarta: Ghalia Indonesia, p. 41.

⁷Siregar, TA 2015. *Legal Research Methodology*. Medan: Pustaka Bangsa Press. p. 75.

The opinion expressed by a Notary in the City of Cirebon, that: "the frequent factor in the extension of the power of attorney deed is to impose mortgage rights by making and signing before the date the deed is issued, namely the slow process at the Office of the National Land Agency/Agrarian and Spatial Planning itself, such as checking certificates, registering the cancellation of mortgage rights (roya) from previous recipients of mortgage rights, validating sales and purchase taxes if there is a transfer of previous rights, and so on. About the authentic deed itself is guaranteed the certainty of the day, date and time in making the deed, so that if it is necessary to make a deed of power of attorney to impose a new mortgage right to extend the validity period of the SKMHT, it must bring back the parties and read it out in front of the parties in the presence of at least 2 (two) witnesses in accordance with the Notary Office Law because all forms and procedures for making authentic deeds have been determined, so if the signing of the deed of attorney for imposing mortgage rights is done when the deed has not been given the number and date of the deed, then the deed can be canceled because there is no certainty of good time of day, the date and time of making the deed and this has violated the provisions of Act No. 4 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Position of Notary." (interview on 06 July 2022) Provisions for the Encumbrance of the Deed of Power of Attorney to impose Mortgage according to the applicable law.

The validity of SKMHT must fulfill the requirements as stipulated in Article 15 paragraph (1) UUHT, the problem in this study is the setting in the norms for setting a time limit for using SKMHT to guarantee repayment of certain credits, so this will depend on how long the creditor gives time to the debtor to pay off or return the debt, if the credit agreement is agreed within a period of 5 (five) years, then the SKMHT can be installed by APHT 5 (five) years later. Then in the fifth year it is not followed by the making of APHT, the provisions in Article 15 paragraph (6) will apply, then null and void, which also applies to Article 15 paragraph (3) and paragraph (4) UUHT. the existence of a Legal Problem of Disharmonization is contrary to the provisions in the Mortgage Law Article 15 paragraph (3) and paragraph (4) which regulates the time limit for the validity of SKMHT. This research method is Normative Juridical, and the approach used is the Conceptual Approach, the Invitation Approach and the Historical Approach. The formulation of the problem in this thesis is First, does the validity period of SKMHT contain legal certainty for binding credit guarantees, second, what

is the form of legal protection for creditors regarding binding guarantees using SKMHT deed, third, what is the future legal concept of the application of SKMHT on home ownership loans subsidized.

In the implementation of the authority to make SKMHT with a Notary deed, the Notary must often adjust to the will of the land party which requires the Notary to make SKMHT in accordance with the blank/filling/form provided by the land party, so that it is not in accordance with the provisions of the form and nature of the Notary deed as stipulated in Article 38 Act No. 30/2004 as amended by Act No. 2/2014.²² If a person in practice has concurrent positions as Notary and PPAT, then if the land object is located within the working area of the PPAT it is not a problem. Problems will arise when the land object is located outside of his position as PPAT, then he will act in the position of Notary. In accordance with the provisions of the applicable laws and regulations and to fulfill the requirements as an authentic deed.

3.2. What is the legal position of the deed of power of attorney imposing mortgage rights signed before the date of issuance of the deed?

If a deed is to obtain authentic status, which is stated in a notarial deed, then according to Article 1868 of the Civil Code, the deed in question must meet the following requirements:⁸

1. The deed must be drawn up by or in the presence of a public official and therefore in connection with notarial deeds regarding actions, agreements and stipulations.
2. The deed must be in the form determined by law, thus if it is not in accordance with what is determined by law, it can be threatened with losing its authenticity.

Notary deed as an authentic deed has 3 (three) evidentiary powers, namely as follows:⁹

1. The Power of Outward Proof

⁸Missariyani, 2016, Notary Deed as Evidence in Settlement of Civil Cases, Legal Opinion, Vol. 4 No. 4, p. 8.

⁹Felix Christian Adriano, 2015, Juridical Analysis of the Declining Strength of Notary Deed Proof according to UUJN No. 2 of 2014 concerning the Position of Notary Public, Premise Law Journal, Vol. 9, p. 7.

2. StrengthProofFormal
3. StrengthMaterial Proof

The three strengths of an authentic deed made before or by a notary are the perfection of the position of a notary deed as a means of evidence in evidentiary law, especially in civil procedural law and has binding power for the parties involved in the deed.

In the event that the Notarial Deed is drawn up and signed before the date the deed is issued or in other words the deed is signed in a state that has not been given a number and date, then this does not comply with the provisions of Article 1 Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2014. 2004 concerning the Position of Notary that: "Notarial Deeds, hereinafter referred to as Deeds, are authentic Deeds which made by or before a Notary in the form and procedure stipulated in this Law".

And when in the future one of the parties feels aggrieved by the facts that occurred in the making of the deed, then this becomes a case in the realm of court, the judge has the right to issue a decision that the strength of evidence for the deed is degraded, no longer the same as the strength of evidence for the deed. Authentic, but a deed under the hand.

Degradation is defined as a decrease in rank, quality, morale, decline, setback, or it can also be placed at a lower level. In relation to a notarial deed, the term degraded occurs when a notarial deed as an authentic deed has perfect and binding evidence, and has sufficient legal evidence without the need for other evidence in a civil law dispute, which has experienced a decline, deterioration, or a decrease in quality. low in strength as complete and perfect evidence as a starting point for proof such as an underhanded deed and has a legal defect that causes the cancellation or invalidity of the notarial deed.¹⁰

Legal statuthe legal position of the deed of power of attorney imposes a mortgage that is signed before the date the deed is issuedThis will result in several legal consequences in the form of:

1. Legal Effects on the Strength of Evidence

¹⁰Andre, PR, 2015, Notary Responsibilities for Deeds whose Proof Value Degrades into Deeds Under Hand, Dissertation, Andalas University, p. 44.

Notarial deed that does not comply with the provisions in Article 38 paragraph (2) letters b and c and does not include the deed number and time, day, date, month and year on the deed at the time of signing the deed means that the Notary has been negligent and made a mistake in carrying out his duties and position. One of the legal consequences is when the deed is signed when there is no number and date of issuance of the deed, it will cause the deed to experience degradation. The degradation of this deed causes a change in the status of the deed what should have been an authentic deed turned into a deed under the hand.

2. Legal Effects on the Validity of the Agreement

To bind or not to bind an agreement to the parties which makes it dependent on whether or not an agreement made by the parties is valid. The measuring instrument used to test the legitimacy of an agreement is Article 1320 of the Civil Code where there are 4 (four) requirements for the validity of an agreement, namely:

- a. Agree those who remind themselves,
- b. Ability to make engagements,
- c. a certain thing,
- d. A lawful reason.

Thus, it is known that there are 4 (four) mandatory requirements that must be met as a benchmark to determine whether an agreement is legal or not as contained in Article 1320 of the Indonesian Civil Code.

First. The validity period of SKMHT contains legal certainty for binding credit guarantees, so during the validity period of SKMHT the recipient of the power of attorney (creditor) cannot only hold on to that power, but must carry out APHT an obligation for creditors so that before the expiration date specified by SKMHT and immediately followed up by imposing a Mortgage in the form of making an APHT and also registering it with the National Land Office, thus the SKMHT is valid until the expiration of the principal agreement (credit agreement) in question.

Thus if the credit agreement ends, then the SKMHT also ends. guarantees the creditor's right to recover his receivables when the debtor defaults. Repressive legal protection, namely a form of legal protection which is more aimed at resolving disputes between debtors and creditors. Third. The legal concept in the future regarding the application of SKMHT on subsidized housing loans, must fulfill three conditions, namely first,

philosophically it can create justice, secondly, sociologically it can create benefits and thirdly, legally it can create legal certainty. Thus the legal concept during the validity period of this SKMHT cannot stand alone or in other words be interrelated, therefore the law can only apply effectively if these three aspects are inherently embedded in it.

First, to the creditor has been carried out in accordance with the applicable laws and regulations. However, the parties, especially creditors, should consider the use of SKMHT in terms of debtors borrowing credit, because of differences in terms of function between SKMHT and APHT, differences in terms of the validity period and differences in creditor positions at SKMHT and APHT. So creditors can assess whether the credit value is appropriate if SKMHT is used or directly with APHT. Second. The government needs to pay attention to the SKMHT period that is installed, especially for land that has not been registered, where the UUHT only provides a time limit of up to 3 (three) months in order to provide time leeway for the process of certifying SKMHT objects that have not been registered or the Land Office is able complete it in accordance with the SKMHT deadline determined by the UUHT. Third SKMHT renewal is indeed necessary, but this does not need to continue if there is a regulation governing the extension of SKMHT, especially for land that has not been registered, it should help the parties in terms of costs and time . However, this can happen if the Land Office seriously carries out the existing procedures.

4. Conclusion

Authentic deed whose evidentiary power is degraded can be detrimental to several parties directly related to the deed, and the Notary who made the deed can be sued civilly in accordance with the provisions of Article 1365 of the Civil Code "everyone who commits an unlawful act is required to compensate for losses arising of the mistake." Based on this explanation, it can be concluded that a deed made by and before a Notary can be degraded into an underhanded deed if during the process of making an authentic deed does not fulfill the formalities specified in the Law on Notary Office, then the Notary's deed can lose perfect evidentiary value and only become a deed under the hand.

5. References

Journals:

Felix Christian Adriano, 2015, *Analisis Yuridis atas Turunnya Kekuatan Pembuktian Akta Notaris menurut UUJN No. 2 Tahun 2014 tentang Jabatan Notaris*, Premise Law Journal, Vol. 9, p. 7.

Maria S. W. Sumardjono, 1997, *Kredit Perbankan Permasalahannya Dalam Kaitannya dengan Berlakunya Undang-undang Hak Tanggungan*, Jurnal Hukum (Ius Quia Iustum), No.7 Vol. 4, p.85

Missariyani, 2016, *Akta Notaris Sebagai Alat Bukti Dalam Penyelesaian Perkara Perdata*, Legal Opinion, Vol. 4 No. 4, p. 8.

Books:

A. Pitlo, (1986), *Pembuktian dan Daluarsa*, Jakarta: Intermasa.

Abdul Kadir Muhammad, (1982), *Hukum Perjanjian*, Bandung: Alumi.

Achiel Suyanto, (2007), *Kemahiran Hukum Acara Perdata, Paper Pendidikan Khusus Profesi Advokad*, Universitas Islam Indonesia.

Alim S., (2004), *Perkembangan Hukum Jaminan Di Indonesia*, Jakarta: RajaGrafindo Persada.

Boedi Harsono, (2008), *Hukum Agraria Indonesia, Sejarah Pembentukan Undang – Undang Pokok Agraria Nomor 5 Tahun 1960 Tentang Pokok – Pokok Agraria, isi dan Pelaksanaannya*, Jakarta: Djembatan.

Chairun Pasribu, Suharawardi Lubis, (2011), *Hukum Perjanjian dalam Islam*, Jakarta: CV. Terbit Jaya.

Cst Kansil, Christine S.t Kansil, Engalien R ,palandeng dan Godlieb N mamahit, (2009), *Kamus Istilah Hukum*, Jakarta: Jala Permata Aksara.

Djaja S. Meliala, (1997), *Pemberian Kuasa menurut Kitab Undang-Undang Hukum Perdata*, Bandung: Tarsito.

Habib Adjie, (2000), *Hak Tanggungan Sebagai Lembaga Jaminan Atas Tanah*, Bandung: Mandau Maju.

----- (2008), *Hukum Notaris di Indonesia Tafsiran Tematik Terhadap UU Nomor 30 tahun 2004 Tentang Jabatan Notaris*, PT. Rafika Aditama, Bandung.

J. Satrio, (2002), *Hukum Jaminan Hak Jaminan Kebendaan*, Bandung: PT Citra Aditya Bakti.

Jan Michiel Otto terjemahan Tristam Moeliono dalam Shidarta, (2006), *Moralitas Profesi Hukum Suatu Tawaran Kerangka Berfikir*, Bandung: PT. Revika Aditama.

Johanes Ibrahim, (2004), *Cross Default dan Cross Collateral sebagai Upaya Penyelesaian Kredit Bermasalah*, Bandung: PT. Refika Aditama.

Kartono, (1977), *Hak-hak Jaminan Kredit*, Jakarta: Pradaya Pamitra.

Komar Andasasmita, (1981), *Notaris I*, Bandung: Sumur Bandung.

Kusumaatmadja, Mochtar, (2006), *Karakteristik Penalaran Hukum dan Konteks Ke-indonesiaan*, Jakarta: Utomo.

L.J van Apeldoorn dalam Shidarta, (2006), *Moralitas Profesi Hukum Suatu Tawaran Kerangka Berfikir*, Bandung: PT. Revika Aditama.

Lubis, M. S. (1996), *Filsafat Ilmu dan Penelitian*, Bandung: CV. Mandar Maju.

M. Hadjon, Philipus, (2005), *Hukum Administrasi Negara*, Yogyakarta: Gajah Mada University Press.

M. Yahya harahap, (2002), *Pembahasan Permasalahan Dan Penerapan KUHP Penyidikan dan Penuntutan*, Jakarta: Sinar Grafika.

Mariam Darus Badruzaman, *Perlindungan Terhadap Konsumen Dilihat dari Sudut Perjanjian Baku BPHN Departemen Kehakiman*, Jakarta.

- Marwan, (2014), *Pengantar Ilmu Hukum*, Bogor: Ghalia Indonesia.
- Marzuki, Peter M. (2008), *Pengantar Ilmu Hukum*, Jakarta: Kencana.
- Mochtar Kusumaatmadja, (2006), *Konsep-Konsep Hukum dalam Pembangunan (Kumpulan Karya Tulis)*, Bandung: Alumni, Cetakan Kedua.
- Mulyoto, (2019), *Pertanggung Jawaban Notaris-PPAT Dalam Menjalankan Tugas Jabatannya*, Yogyakarta: Cakrawala Media.
- Mustofa, (2014), *Tuntunan Pembuatan Akta-Akta PPAT*, Yogyakarta: Karya Media.
- Nazir, (2015), *Metode Penelitian*, Jakarta: Ghalia Indonesia.
- Pratikno, (2005), *Pedoman Pelaksanaan Tugas Majelis Pengawas Notaris*, Jakarta: CV. Medya Duta.
- Putri A.R, (2011), *Perlindungan Hukum Terhadap Notaris*, cet. 1, Medan: Sofmedia.
- Purwahid Patrik dan Kashadi, (2009), *Hukum Jaminan*, Semarang: Universitas Diponegoro Semarang.
- Purwahid Patrik, (1986), *Asas-asas Itikad Baik dan Kepatutan Dalam Perjanjian*, Semarang: Universitas Diponegoro.
- Purwahid Patrik, (1986), *Asas-asas Itikad Baik dan Kepatutan Dalam Perjanjian*, Semarang: Universitas Diponegoro.
- Purwahid Patrik, (1986), *Asas-asas Itikad Baik dan Kepatutan Dalam Perjanjian*, Semarang: Universitas Diponegoro.
- R. M. Sudikno Mertokusumo, (1988), *Mengenal Hukum (Suatu Pengantar)*, Yogyakarta: Liberty.

- R. Soeroso, (1999), *Perjanjian di Bawah Tangan*, Bandung: Alumni Bandung.
- R. Subekti dan R. Tjitrosudibio, (2001), *Kitab Undang-Undang Hukum Perdata*, Jakarta: PT. Pradnya Paramita.
- R. Subekti, (1985), *Hukum Perjanjian*, Jakarta: PT. Intermedia.
- Satjipto Rahardjo, (2006), *Hukum Dalam Jagat Ketertiban*, Jakarta: UKI Press.
- Shidarta, (2006), *Moralitas Profesi Hukum Suatu Tawaran Kerangka Berfikir*, Bandung: PT. Revika Aditama.
- Soerjono, S., & Mamudji, S., (2003), *Penelitian Hukum Normatif Suatu Tinjauan Singkat (Edisi 1)*, Jakarta: Raja Grafindo Persada.
- Sri Gambir Melati Hatta, (2010), *Beli Sewa Sebagai Perjanjian Tak Bernama, Pandangan Masyarakat dan Sikap Mahkamah Agung*, Cetakan I, Bandung: Alumni Bandung.
- Sri Soedewi Masjehoen, (1975), *Hak Jaminan Atas Tanah*, Yogyakarta: Liberty.
- Sudarsono, (2015), *Pengantar Ilmu Hukum*, Jakarta: Rineka Cipta.
- Sudaryanto. W, (2010), *Pokok-Pokok Kebijakan Undang-Undang Hak Tanggungan*, Jakarta: Fakultas Hukum Universitas Trisakti.
- Sudikno Mertokusumo, (2010), *Perkembangan Teori Dalam Ilmu Hukum*, Jakarta: PT. Rajagrafindo Persada.
- Syahrani, Riduan, (1999), *Rangkaian Itisari Ilmu Hukum*, Bandung: Citra Aditya Bakti.
- Van Pramodya Puspa, (1977), *Kamus Hukum*, Semarang: Aneka Ilmu.

Widjaya, G., & Muljadi, K., (2005), *Penanggungan Utang dan Perikatan Tanggungan Menanggung*, Jakarta: PT. Raja Grafindo Persada.