

Abstract

Finance capital is an important factor in the economic development activity of Indonesia. One of the capital gains is by credit. Bank credit distributed to the community does not entirely run smoothly. For this reason there needs to be agreement guarantees in the credit agreement. Collateral used is Land Rights, which in the law hereinafter referred to Mortgage. The Mortgage loading process is performed through two (2) phases, namely granting of Mortgage phase and registration Mortgage phase. It becomes interesting to be researched because there are many practices of Mortgage agreement which only uses SKMHT (Letter of Authorization Charging Mortgage Rights). Therefore, this study was conducted to examine the position of SKMHT in the Mortgage agreement and examine the rights of creditors to execute mortgage object using SKMHT. The research method used is a normative juridical. The approach used is a statutory approach. The results of this study indicate that the position of the SKMHT in Mortgage agreement is less powerful, because SKMHT in the Mortgage agreement only serves as letter of authorization which should only be used if the Mortgage provider as the debtor cannot appear before the PPAT (land deed official) to make APHT (certificate of granting mortgage rights) which is used as a condition of registration rights dependents to the local Land Office. The Mortgage agreement cannot be made only by SKMHT, because SKMHT does not meet the principle of specialties and the principle of publicity Mortgage. By SKMHT, because The Mortgage cannot be made, then the creditor rights to execute the Mortgage object also has not been made either. In addition, SKMHT is not a deed gross, so that, SKMHT not have an executorial strength such a Mortgage Certificate.