

**THE POSITION OF MORTGAGE COLLATERAL IN THE LOAN  
AGREEMENT AFTER THE NOVATION AT  
INDONESIAN STATE BANK PADANG BRANCH**

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**ABSTRACT**

Research on the position of mortgage collateral in credit after the novation agreement (case study at PT. Bank Negara Indonesia, Padang Branch) aims to determine why BNI end the agreement with debtors through novation, knowing the position of mortgage collateral in the old covenant agreement on a new agreement after the novation.

This research uses empirical juridical (socio-legal research) or non-doctrinal approach. This research is an empirical data search activity using the scientific method, which combines systematically between deductive and inductive way of thinking. Primary data collection technique is done through field research through direct communication techniques with tools such as interview guides. Interview was used unstructured interviews with the type of focused interviews. It's also used the study the literature to complement the data, techniques used in collecting secondary data is the technique of documentary studies, by means of written materials, while for the study subjects consisted of respondents who usually consists of five people.

Based on the results of the study, concluded that the reason of BNI for ending the ties with the debtor is for business reasons and to minimize the risk of bad loans. Those reasons became the basis for BNI to make a novation of the old credit agreement. Novation was really happening in BNI, a novation make different consequences of mortgage guarantee mortgage collateral position on long after the existence of a novation agreement can be seen that with the disappearance of the principal agreement shall automatically all the rights attached to the agreements that guarantee to remove objects, meaning that the agreement accesoir become clear if this commitment made at the beginning of the guarantees have been abolished a long time unless they are maintained by the creditor to be used in the new covenant, BNI interpret that maintained word should be interpreted by the creditor and debtor correctly, it is intended that the new agreement to replace the old agreement that BNI as a creditor is not lose the right which is preferred in this case if someday be guaranteed execution debtor.

BNI novation which is occurred in Padang Branch only has two kinds, namely subjective and objective.

**Key Word : Mortgage Collateral, Loan Agreement, Novation**

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