



## The effectiveness of the execution of collateral security on problem financing at BTN KC syariah Solo

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### ABSTRACT

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Problematic financing is a problem that is often faced by financial institutions including BTN KC Syariah Solo. Therefore, BTN KC Syariah Solo certainly has various strategies to resolve problematic financing. One of them is to execute collateral. The execution of collateral is carried out as a last alternative in an effort to resolve problematic financing. However, in reality, the execution of collateral often encounters a number of obstacles. This study aims to determine the effectiveness and strategies to overcome obstacles in the implementation of collateral execution on problematic financing at BTN KC Syariah Solo. This study is a field research with a descriptive qualitative approach. The object of this study is BTN KC Syariah Solo. The data sources used are primary and secondary data. The data collection techniques used by the researcher are observation, interviews, documentation and triangulation. The results of the study state that the implementation of collateral execution on problematic financing at BTN KC Syariah Solo cannot be said to be effective. The strategy to overcome obstacles in the implementation of the execution of collateral rights carried out by BTN KC Syariah Solo is, conducting a visit to a notary, making a number of efforts to save problematic financing, the bank will continue to sell collateral until it is sold and there is no time limit, the bank tries to cooperate and ensure that the steps of the execution process are in accordance with legal provisions. Meanwhile, the strategy to overcome obstacles carried out by KPNKL is that KPNKL proposes the addition of auction officials so that services can be maximized and KPNKL collaborates with various parties to organize socialization related to auction application procedures and updates on auction-related regulations.

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### Introduction

Banks are a source of capital for a number of businesses that also collect/money from the community in the form of credit and are a means of improving the standard of living of the community. From this description, it can be concluded that the main task of the bank is to accept deposits from the community and provide financing either in the form of public funds or from private funds. The term financing means lending money (Sanusi, 2023).

The main task of the bank is to accept deposits from the community, the funds that have been collected are then distributed by Islamic banks to parties who need financing. Islamic banks distribute money in various methods, including buying and selling (*bai'*) and renting (*ijarah*). The distribution of funds in the form of financing from Islamic banks is followed by an agreement according to/details that are aligned with the needs of the community that needs financing (Yusmad, 2018).

Today, Islamic banking is starting to develop rapidly, although it is still relatively new. Islamic banks are able to prove not only the increase in the number of their offices but also the increase in the number of assets. Islamic banks that implement the sharia concept are expected to be the main ones considering that Indonesia has a Muslim majority (Apriyanti, 2019). On the other hand, Islamic banks must be able to maintain their performance and services in accordance with sharia principles in order to compete with conventional banks that are more dominant.

Distribution of financing in Islamic banks certainly experiences various obstacles such as bad debts or what is commonly known as problematic financing. In the study of Asnaini and Suhaimi (2018), problematic financing is caused by debtors who do not make installments according to schedule and do not carry out the agreements agreed upon in the contract. This can occur due to a number of factors, including poor financial conditions, economic instability, changes in business conditions, or other factors that affect the customer's ability to repay their debts. Sudarto (2020) said that problematic financing can have a negative impact on financial institutions, reduce financial health, and increase credit risk. In dealing with problematic financing, financial institutions often take collection actions, restructuring, or in extreme cases, involve the process of executing collateral submitted by customers as collateral for the financing.

Based on OJK records in 2020 the non-performing financing ratio was 3.13% and in 2021 it fell to 2.59% (OJK, 2021). In December 2022 it also experienced a drastic decline of 2.35% (OJK, 2022). On the other hand, banks must implement strategies so that the non-performing financing ratio can continue to decline and is not worrying.

To avoid the possibility of bad things happening in financing, there must be a policy implemented as a preventive measure, namely the bank must implement the principle of prudence in collateral analysis to minimize financing risks (Mulyati and Dwiputri, 2018). The certainty of collateral has been regulated in DSN Fatwa No. 68 / DSN-MUI / III / 2008 concerning Rahn Tasjily, that collateral is permitted in financing. This is emphasized through DSN Fatwa No. 92 / DSNMUI / IV / 2014 concerning Financing accompanied by Rahn.

It should be noted that collateral is one of the collateral that is often used by banks in providing financing (Rahmawati, 2021). The principal agreement determines whether or not there is a collateral. The collateral is used as a guarantee that the debtor can carry out his obligations in the

financing agreement, so before the collateral is there must be a financing agreement. The provision of financing by banks has a high risk because there is a possibility that the debtor will pay late or not pay at all. The debtor gives confidence to the bank to be able to pay installments, which is a primary guarantee in a credit agreement (Badriyah, 2017).

Problem solving between creditors and debtors can be resolved through litigation and non-litigation. The litigation path is resolving disputes through the courts. While non-litigation is resolving disputes outside the courts, namely through mediation, negotiation, arbitration, and conciliation (Rosita, 2017). In banking, the final alternative that is often done is through an auction which is included in the litigation path. The bank will auction off collateral from the customer if there is a default. There is a significant difference if the bank as a creditor wants to execute the debtor's mortgage rights through auction. This difference depends on the type of bank that will carry out the execution. The object promised in the official contract process is in the name of the bank. If the customer has problems with payment, then the object that has been promised in the contract will be auctioned by the bank (Janisriwati et al., 2021).

Apart from that, in the implementation of the execution of the mortgage rights, there are a number of problems such as, the implementation of the execution of the mortgage rights is delayed. The creditor does not carry out the binding of the mortgage rights perfectly. On the other hand, what often happens is obstacles from third parties when the execution is carried out. The obstacles are like gathering masses who support the party being executed or even provocation (Asril, 2020).

Regarding problematic financing, BTN Syariah has its own policies to handle problems that occur (Fitriani, 2018). As in carrying out auction executions, BTN Syariah must ensure that the debtor can no longer carry out his obligations in paying off debts on the agreed financing (Cahyaningrum, 2022). If the bank has made a number of efforts such as collection, restructuring, rescheduling, reconditioning, even issuing Warning Letters (SP) one, two, and three if they do not produce results, the final alternative is carried out, namely the execution of the mortgage guarantee.

But it should be remembered that in the implementation of collateral execution, in Islamic law there is no specific execution mechanism. In this regard, it is necessary to review the implementation of the execution carried out by Islamic banking in problematic financing. The implementation of the execution of collateral is the final alternative taken by the creditor who holds the collateral, if the debtor who gives/gives the collateral violates his promise (Marnita, 2017). The implementation of this execution is stipulated in Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land (hereinafter referred to as UUHT), especially in Chapter V concerning the Execution of Mortgage Rights (Manitik and William, 2018).

The existence of a Research Gap in this study is based on previous research. The results of the study by Wiguna et al. (2018) stated that the execution carried out at PT. BPR Partha Kencana

Tohpati was carried out by means of a public auction which was a direct execution (parate execution). Sobirin and Abdullah's (2019) research explains that the Precious Metals KSPS does not carry out direct execution of the mortgage object, but through voluntary sales. In the research of Ardelli et al. (2021) it was explained that the effectiveness of the execution of the mortgage guarantee at the BPR Kendal Regency was through underhand sales.

The difference between this study and previous studies is that this study discusses the execution of collateral rights in problematic financing, especially at BTN KC Syariah Solo. So that the data in this study were obtained from research conducted directly at BTN KC Syariah Solo. The reason for choosing BTN KC Syariah Solo as a research location is because BTN Syariah has a priority and focus on financing, especially housing financing, where in this financing, the most frequently used binding is collateral rights. Collateral rights are collateral that are favored by creditors, especially bank creditors, this is because of the aspect that collateral rights provide a prioritized position for creditors who hold collateral rights against other creditors. On the other hand, the easily accessible research location can also minimize travel costs and difficulties. Researchers also get easier access to the information they need.

From the background and previous research that has been explained, the author is interested in conducting research related to "Execution of Collateral Coverage Rights in Problematic Financing at BTN KC Syariah Solo" as the title of the writing by referring to sharia principles and the applicable regulatory framework.

## **Method**

The type of research applied in this study is qualitative. Rianto (2020) said that qualitative research is not related to numbers but rather descriptions of phenomena. The main instrument is the researcher, on the other hand the data collection technique is carried out by triangulation and data analysis using the Miles and Huberman model. Data collection in this study does not refer to theory but refers to the reality that occurs in the field. A theory can be developed based on the data found. In this regard, data analysis in qualitative studies is used to develop theories.

This study applies a case study research approach or what is commonly known as field research. This study aims to research intensively according to the facts in the field. Subjects in the study can be individuals, communities, or agencies (Harahap, 2016). In other words, a case study is a study that explores a specific case in an activity and time. The collection of this information in detail can be done with a number of data collection processes in a specific period.

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## Result and Discussion

### *General History of the Company*

PT. Bank Tabungan Negara or also called BTN is an institution that helps improve people's standard of living by collecting money from the community and redistributing it to the community in the form of financing. The Dutch East Indies government established POSTAPAARBANK in 1987 which had four branches: Jakarta, Surabaya, Medan, and Makassar.

The German invasion in 1940 stopped activities and caused a massive withdrawal of savings, but in 1941 activities were resumed. After the freezing of POSTAPAARBANK in 1942, Japan established Tyokin Kyoku, but was less successful in collecting public funds through savings. After taking over control of Tyokin Kyoku, Mr. Darmosoetanto changed the name of the company to Kantor Tabungan Pos which had the task of exchanging Japanese money with Indonesian money. Then it changed its name to Bank Tabungan RI in 1949. The establishment date of Bank Tabungan Negara was set on February 9, 1950. Based on Perpu no. 4 of 1963 which was strengthened by Law No. 2 of 1964, Bank Tabungan Negara changed its name. Its responsibilities were expanded in 1974 to include mortgage services and on December 10, 1976, the first mortgage service was provided (Zahrani & Marpina, 2023).

Observing the developments in the city of Solo, Bank BTN established a branch in the city of Solo on December 1, 1990 as a split from the Yogyakarta branch. BTN Syariah is a Strategic Business Unit (SBU) of BTN which runs a business according to sharia principles. This company has been operating since February 14, 2005, when the first Sharia Branch Office was opened in Jakarta. In January 2006, the opening of a sharia branch office in Solo, making it the fifth city to open a sharia branch office.

The strong desire of the community to use sharia financial services was the driving force behind the opening of this SBU. This also aims to respond to the MUI Fatwa on bank interest, the advantages of sharia banking principles, and the implementation of the results of the 2004 GMS. This is intended to strengthen the bank's defense in the business environment, help achieve the bank's business profit facilities, meet the bank's needs in providing sharia services, and achieve balance in serving the interests of all customers and employees.

### *Analysis of Mortgage Financing with Mortgage Rights at BTN KC Syariah Solo*

BTN KC Syariah Solo facilitates everyone to be able to apply for financing. However, there are several requirements that must be met in applying for financing. Based on the results of the interview that has been conducted with Mr. Syaiful Amri as the Consumer & Commercial Funding Unit Head of BTN KC Syariah Solo said that:

*"The first requirement for financing is to pass BI Checking or SLIK. There are many financing for*

*example, Subsidized KPR must be adjusted first with the provisions of the ministry. Such as salary must not be more than 6 million and have never owned a house. If one of the provisions is not met, then it cannot be continued. In addition, if the collectibility is high, the application may be rejected".*

From the results of the interview, it can be concluded that BTN KC Syariah Solo conducts an analysis first on prospective customers in order to reduce the risk that is detrimental to the bank. The analysis conducted by BTN KC Syariah Solo includes the 5C principle (Sulistiyorini et al., 2022):

1. Character, to find out the nature or character of the customer who is responsible for the financing taken or vice versa. This character will show the customer's willingness to pay. Character can be seen from observations, experiences, or interviews with customers.
2. Capacity, to see the customer's ability to fulfill their obligations. This ability can be seen from income proven by supporting documents and interviews.
3. Capital, to find out the capital owned by the customer in this case because the bank will not finance 100% in full. This is also one way to minimize if there is problematic financing.
4. Condition, namely to find out the current and future conditions related to the prospective customer's business and the economic conditions outside the prospective customer's business.
5. Collateral, namely collateral submitted by the customer to the bank. This collateral is in anticipation of problematic financing, the collateral is used to fulfill its obligations. So that customers have the motivation to fulfill their obligations.

The bank will provide financing to customers who have met the requirements. One of the main requirements is regarding the financing history or what is known as BI Checking collectibility which is regulated in POJK No. 40/POJK.03/2019 which is classified into:

1. Collectibility 1: Smooth, namely having no arrears in principal or interest payments.
2. Collectibility 2: In special attention, namely having arrears in principal or interest payments of 1-90 days.
3. Collectibility 3: Not smooth, namely there are arrears in principal or interest payments between 91-120 days.
4. Collectibility 4: Doubtful, namely there are arrears in principal or interest payments between 120-180 days.
5. Collectibility 5: Bad, namely there are arrears in principal or interest payments of more than 180 days.

In line with the research of Fitriani N (2021) who has conducted research on the Provision of Credit with Collateral of Mortgage Rights whose Object is Land with Building Use Rights Status at Bank NTB Syariah which shows that assessing customer character can be done from BI Checking,

because BI checking shows the character of the good and bad of the customer.

In addition, financing also contains collateral as certainty of debtor debt repayment or implementation of an achievement by the debtor. Of course, BTN KC Syariah Solo must ensure that the collateral is indeed feasible. Before providing financing to debtors, banks must be sure that the collateral owned by the debtor is able to guarantee the repayment of financing in the future (Afriani, 2018). Based on the results of an interview conducted with Mr. Agil Aryo Pramono as the Collection and Work Out Unit Head at BTN KC Syariah Solo, he said that:

"For subsidized mortgages, HT is not mandatory, but for non-subsidized ones, HT is definitely required. However, if the execution auction requires HT, so if it is still SKMHT, we will increase it to HT through a notary".

Based on the results of the interview above, it is concluded that mortgages must use collateral, this is because if there is a risk of problematic financing, the bank can conduct an execution auction. Because the mortgage rights change their rights to the bank, so the bank has the power to sell, pay off, and others. However, if there is no mortgage, the bank cannot conduct an execution auction. If the customer is still in the Power of Attorney to Burden Mortgage (SKMHT) or a subsidized customer, it must be upgraded to a mortgage right to a notary. According to Gandawidura (2019), the mortgage right has privileges for the bank as a creditor in executing if there is problematic financing. The mortgage right is a perfect binding.

During the financing, the certificate is held by the bank. There are two certificates held by the bank, namely, the house certificate and the certificate that has been registered for mortgage rights. So, if the financing has not been paid off and is still bound by mortgage rights, it means that both certificates are still under the control of the bank and the house cannot be sold by the debtor. Furthermore, if the financing has been paid off, the debtor needs to release the mortgage rights at the National Land Agency (BPN) by bringing a cover letter or roya from the bank.

### ***Analysis of Problematic Mortgage Financing Management with Collateral Rights at BTN KC Syariah Solo***

Based on the results of interviews that have been conducted with Mr. Agil Aryo Pramono as Collection and Work Out Unit Head at BTN KC Syariah Solo says that:

*"So, when someone is in arrears we usually communicate first, we also offer restructuring which is one solution if Customers cannot make payments for example for reasons the company is closed or bankrupt, layoffs, reduction or decrease in working hours etc. If with this the customer still does not want to pay his obligations, then we will give SP (warning letter) consisting of SP 1,2, and 3. Furthermore, if there is no response from the customer, the bank will attach a sticker (in arrears), then sprayed PiloX (that this house is in arrears) up to the summons. If the customer already completely uncooperative then the last alternative carried out by the bank is to execute by auction".*

It can be concluded that before doing follow-up, the bank must determine the quality of the customer (collectibility). For example, customers enter collectibility of two, the bank will try to contact first by providing a solution before issuing a warning letter. Furthermore, if the customer still does not want to pay then the bank will issue a warning letter. Efforts to save problems with problem financing with the customer there is no limit as long as the customer is still cooperative and have the will and ability to pay their obligations. In Yustiana Research (2020) The last alternative if the customer is not cooperative and do not want to pay, the execution of the Mortgage Rights Guarantee will be carried out. The following is a form of effort made by BTN KC Syariah Solo in problematic financing:

- a. Notification by telephone, when approaching the bank due always reminds customers not to pass through falling tempo. Even when it has passed the due date the bank still strives to contact the customer and send a notification, then the bank will respond to responses from customers.
- b. Direct billing, the Collection and Work Out team or the collector team from BTN KC Syariah Solo will collect directly by visiting home or workplace customer.
- c. Restructuring policy, this policy is to save problematic financing as long as customers can still be cooperative.
- d. Warning Letter, before the execution of the Mortgage Rights Guarantee of the Party, the bank gives a warning letter three times.
- e. Somasi, namely the submission of a lawsuit in a civilized manner to the customer concerned if there is no good faith.
- f. Execution of Underwriting Rights Guarantees is the last alternative with public auctions through the KPKNL.

The bank hopes that customers can still be cooperative, if Customers are indeed constrained in fulfilling their obligations Customers can tell the actual situation that is the obstacle. According to Suardana et al., (2022) there is a cooperative customer's attitude and has good faith to try to pay their obligations to minimize losses on both parties. Basically, the bank will not burden its customers.

### ***Execution Mechanism of Collateral Guarantee in Problematic Financing***

The bank in determining the decision to execute the guarantee of mortgage rights if indeed the customer has broken the promise, the customer is no longer cooperative, and the customer disappears or is lost it will be processed for the auction. When the customer is in arrears in payment of installments, the execution is not done directly, this is because there are various considerations



until finally entering the stage of execution of guarantees through auction. Mr. Agil Aryo Pramono as the Collection and Work Out Unit Head at BTN KC Syariah Solo said that:

*"Before executing the auction is required to pass SP 1,2, and 3 so the customer has been told through the letter sent that the house will be auctioned and it must be more than 2x. So, for the auction the bank is working with the KPKNL. KPKNL will conduct auction process, so all banks if the auction execution is mandatory through the KPKNL. We must first submit to the KPKNL and meet the requirements then upload it through the website lelang.go.id".*

From the results of the interview above it can be concluded that before deciding to be executed must pass SP 1.2, and 3 first. For banking the auction process must go through the KPKNL, so all people are entitled to attend the auction and who is the winner is entitled to get it. According to Wardani et al., (2022) Auction is a goods sold to the general public, with oral and written price instructions to raise prices to the highest and carried out before the auction announcement.

Based on the results of interviews with Mr. Muhamad Nur Misbahul Fuad as an auction official at the Surakarta KPKNL said that:

*"Sharia banks, which are bound by UUHT, are mandatory through the KPKNL, in contrast to voluntary auctions can be carried out by class II auction officials, usually motorbikes that are not bound by fiduciary are auction through class II auction officials and that outside the KPKNL".*

Today Islamic banking executes the guarantee of mortgage rights through the KPKNL. This is done if the customer is indeed not cooperative or does not have good faith to fulfill its obligations, the bank as giving receivables will submit an auction request to the KPKNL.

There is a difference between Islamic banks and conventional banks, namely, in Islamic banks there are additional requirements, namely the minutes of deliberations or deliberation invitations. So, in Islamic banks there are their own rules that stipulate that if there is a problem financing, the bank will call the debtor to be invited to deliberate. This does not exist in the provisions of conventional banks. The next difference is that if there is a lawsuit for the completion of the Islamic bank through the Religious Court while the conventional bank is through the District Court.

Before the auction was held by the KPKNL, the bank had to re-assess to get a limit value. To get the limit value the bank cooperates with the Public Appraisal Services Office (KJPP), namely an independent appraiser who will assess the guarantee according to its fair market price, so that it is not humility or height (Fatoni, 2017).

### ***Effectiveness of Implementation of Collateral Guarantee Execution on Problematic Financing at BTN KC Syariah Solo***

From the results of the interview, it can be concluded that the debtor has understood the consequences of the agreement he has made if it cannot fulfill its obligations or in other words the promise breaks must be prepared to bear the consequences by means of the auction. The practice carried out by BTN KC Syariah Solo in terms of customers namely Mr. Adriano F.Y who is a customer

who has experienced a delay in installment payments so that he is reminded about the payment of installments. With this reminded he has good faith to fulfill his obligations that have exceeded the time limit so as not to be given a warning letter. Until now Mr. Adriano F.Y has not experienced execution of his guarantee because the funding has returned.

Effectiveness of Execution of Mortgage Rights Guarantees in Problem Funding in BTN KC Syariah Solo is measured by the effectiveness indicator of Sutrisno (2010), which there are five indicators namely, program understanding, target, timeliness, achievements, and real changes.

According to Sutrisno (2010) that indicators of program understanding are needed to realize the program so that they can run smoothly. Understanding the program in the execution of the Mortgage Rights Guarantee is how the debtor, creditor, as well as the parties related can understand it. From the results of the interviews conducted by researchers to the BTN KC Syariah Solo Collection and Workout Unit, the Surakarta KPKNL Auction Officer and customers from BTN KC Syariah Solo can understand well about the purpose of the Execution of Dependent Rights and the flow of the process carried out in the execution of the Rights Guarantee dependents, so that in its application it is not contrary to applicable law and in accordance with Islamic law and government provisions. Therefore, in this indicator is considered effective.

The indicator of the accuracy of the target according to Sutrisno (2010) is that the target that is intended must be in accordance with the regulations that have been determined so that the program can be carried out effectively. In relation to the execution of the Mortgage Rights Guarantee, the indicator of the accuracy of the target is appropriate. This is in accordance with the interviews that have been conducted on the Collection and Workout of the BTN KC Syariah Solo Head Unit, which is the target of the Execution of Mortgage Rights Guarantees is a customer who is unable to fulfill its obligations or default. From the results of the interview it is known that before the execution of the guarantee of giving responsibility for the bank must ensure that customers are indeed unable to fulfill their obligations or default as evidenced by the issuance of warning letters (SP) one, two, and three. Based on this, the indicator of the accuracy of the target in the execution of the guarantee of mortgage rights is considered appropriate.

The indicator of timeliness in the measure of the effectiveness of the program according to Sutrisno (2010) is that a program can be called effective if it is in accordance with the specified time. From the interviews conducted by the researcher it is known that the indicator of timeliness in the execution of the guarantee of mortgage rights is called not effective. From the results of interviews conducted with the Collection and Workout Unit Head of BTN KC Syariah Solo said that there was a definition of time and time of implementation that was longer than the predetermined. This is due to external problems, namely overloading work from a notary which results in the implementation time to be longer. In addition, it is known from the results of the interviews that

have been conducted with the Surakarta KPKNL auction official that there is an internal problem that is inequality between the auction request and the number of existing human resources. These limitations certainly cause services to be relatively long. However, the Surakarta KPKNL continued to make efforts to increase the number of human resources and in August 2023 there was an additional 1 person.

The goal achieved according to Sutrisno (2010) is that if it provides benefits, the more effective the program. Execution of Mortgage Rights Guarantees has the aim of covering bank losses and reducing problem financing. In banking the execution of the Mortgage Right Guarantee is indeed required for customers who default. In this regard, it will reduce the risk of loss on the bank. It is known from the results of the interview, that the objectives achieved in the execution of guarantee of mortgage rights in reducing problem financing at BTN KC Syariah Solo are said to have been effective.

Indicators of real change according to Sutrisno (2010) ie a program is said to be effective if the program has a real change. Real changes in the execution of guarantee of mortgage rights are the extent to which success in reducing problem financing. Based on the data obtained that the NPF or problem financing ratio has decreased. NPF in 2022, which was 0.48%, dropped to 0.40% in 2023. Then according to the Collection and Workout of the BTN KC Syariah Solo Head Unit that NPF BTN KC Syariah Solo continues to decline or there is no 1% and in Solo is the best. In this regard, the execution of the Mortgage Rights Guarantee is considered to have been effective.

### ***Strategy to Overcome Obstacles in the Implementation of Collateral Guarantee Execution in Problematic Financing at BTN KC Syariah Solo***

Mortgage financing is the largest income for BTN KC Syariah Solo, but it is also a source of great risk. Problematic financing that falls into the collectibility category 5 or is stuck is a big problem for banks, because it not only reduces income for banks but also reduces the amount of operational funds and financial liquidity of Islamic banks. So, if there is problematic financing, the bank will try to maintain its liquidity by trying to resolve the problems faced.

In an effort to resolve problematic financing, BTN KC Syariah Solo prioritizes a family approach to maintain good relations with customers. The bank also provides periodic guidance for problematic financing. With the existence of such a family approach, it can certainly reduce the burden of costs for customers and BTN KC Syariah Solo.

However, if family efforts do not produce results, the last alternative is the execution of the collateral guarantee through an auction. The execution of the guarantee is an effort to sell the object that is used as collateral. The execution of the guarantee is carried out by the creditor if the debtor fails to fulfill his/her obligations.

The execution of the mortgage guarantee has an important role in the development of the country's economy where the bank not only gets receivables repaid but also has an impact on the health of the bank (E. P. Hapsari & Dja'is, 2019). However, in reality, the execution of the mortgage guarantee takes a long time and costs a lot of money, in this case the execution cost process is borne by the applicant. This is certainly an obstacle for the bank, with a long time while the calculation of losses continues. In the execution of the mortgage guarantee, there are various obstacles, one of which is the risk of lawsuits or legal resistance because the debtor is not willing if his/her guarantee is executed.

## **Conclusion**

Based on the research findings, the researcher concluded that BTN KC Syariah Solo has done its job well in minimizing the risk of financing in resolving problematic financing that occurs. BTN KC Syariah Solo provides convenience and flexibility by giving customers a deferral in fulfilling their obligations. In order not to harm customers, BTN KC Syariah Solo prioritizes moral principles and takes a family approach in the collection process. However, for customers who are not cooperative, the final alternative is to execute the collateral through an auction. The execution of the collateral carried out by BTN KC Syariah Solo in the program understanding indicator is considered effective because in its implementation it does not conflict with the law and is in accordance with Islamic law. In the target accuracy indicator, it is said to be effective because before the execution of the collateral, the bank has ensured that the customer is indeed in default so that it will not be misdirected. Meanwhile, the timeliness indicator is considered ineffective because in the implementation of the collateral execution it exceeds the specified time. Furthermore, in the indicator of achieving the goal of executing the collateral, the collateral can cover bank losses due to problematic financing and reduce problematic financing, it is considered effective. The indicator of real change is also considered effective because based on the data obtained, the NPF or problematic financing ratio has decreased, namely in 2022 by 0.48% down to 0.40% in 2023. So, from the five measurements of effectiveness, it can be concluded that the implementation of the collateral execution on problematic financing at BTN KC Syariah Solo cannot be said to be effective. BTN KC Syariah Solo's strategy to overcome obstacles in implementing the collateral execution is first to visit a notary to accelerate the settlement so that it can be completed according to schedule. Second, before the execution occurs, the bank makes various rescue efforts, one of which is restructuring as an effort to deal with problematic financing. Third, the bank will continue to sell collateral until it is sold and there is no time limit. Finally, when there is an attempt to resist the law from the debtor, the bank tries to cooperate and ensure that the steps in the execution process are in accordance with legal provisions. Meanwhile, the strategy to overcome obstacles in implementing the execution of collateral rights at the KPNKL is the first, the KPNKL proposes the

addition of auction officials so that services can be maximized. In addition, the KPKNL also collaborates with various parties to organize socialization regarding the procedures for auction applications and updates on regulations related to auctions.

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## References

- Abdullah, P. M. (2015). Metodologi Penelitian Kuantitatif. In Aswaja Pressindo.
- Adiyes, N. dan. (2018). Manajemen Pembiayaan Bank Syariah (Issue February).
- Afriani, G. G. (2018). Kedudukan Akta Izin Roya Hak Tanggungan sebagai Pengganti Sertifikat Hak Tanggungan yang Hilang dalam Pemberian Kredit Bank. VI (9), 158–168.
- Akbar, Z. K., Midu, S., & Rumimpunu, D. (2019). Penerapan Prinsip Kehati-Hatian Bank Guna Mencegah Kredit Macet. *Lex Privatum*, VII (3), 5–24.
- Anwar, A. Z., Laksono, R. J., & Darwanto. (2018). Analisa Manajemen Pembiayaan Macet (Studi pada BMT Mitra Muamalah Jepara). *Jurnal Ekonomi Islam*, 9(1), 1–20.
- Apriyanti, H. W. (2019). Perkembangan Industri Perbankan Syariah di Indonesia: Analisis Peluang Dan Tantangan. *Maksimum*, 7(1), 16.
- Ardelli, A. A., Busro, A., & Hafidh Prasetyo, M. H. (2021). Penyelesaian Kredit Macet Di BPR Kabupaten Kendal dengan Jaminan Hak Tanggungan. *Notarius*, 14(1), 135–146.
- Ashibly. (2018). Buku Ajar Hukum Jaminan (Issue February).
- Asril, J. (2020). Beberapa Permasalahan Terkait Hak Tanggungan Sebagai Lembaga Jaminan Atas Tanah. *Jurnal Ilmiah MEA*, 4(2), 492–510.
- Astari, R., Setyowati, R., & Lumbanraja, A. D. (2021). Perlindungan Hukum Bagi Bank Syariah Terhadap Kasus Wansprestasi oleh Nasabah Pembiayaan Mudharabah. *Notarius*, 14(1), 342–355.
- Astriani, E. M., & Ngadino, N. (2022). Prosedur Pelaksanaan Dan Pengumuman Lelang Oleh Kantor Pelayanan Kekayaan Negara Dan Lelang (KPKNL). *Notarius*, 15(2), 649–659.
- Atmadja, I. D. G., & Budiarta, I. N. P. (2018). Teori-teori Hukum.
- Aulia, H., Shofiyah, I., Ekonomi Bisni, F., & Dahlan, A. (2023). Analisis Faktor-Faktor Yang Mempengaruhi Keputusan Nasabah Memilih Produk Pembiayaan (Studi Kasus Pada Kb Bukopin Syariah Kc Yogyakarta). *SEIKO: Journal of Management & Business*, 6(2), 432–443.
- Ayuningtyas, G. (2017). Tinjauan Yuridis Eksekusi Hak Tanggungan Melalui Penjualan Di Bawah Tangan Sebagai Alternatif Penyelesaian masalah kredit macet di PD. BPR Klaten. *UNS-Pascasarjana Prog. Magister Kenotariatan- S351302007-2016*, IV, 28–35
- Badriyah, S. M. (2017). Problematika Pembebanan Hak Tanggungan dengan Objek Tanah yang Belum Bersertifikat. *Masalah-Masalah Hukum*, 45(3), 173.
- Cahyaningrum, D. (2022). Implementasi Lelang Agunan Rumah di BTN Syariah KCPS Parepare (Analisis Ekonomi Islam). *Skripsi*, 8.5.2017, 2003–2005.
- Edlynafitri, R. S. (2017). Keabsahan Perjanjian Jaminan Hak Tanggungan Atas Objek Harta Bersama yang Tidak Sesuai Prosedur. V (7), 46–54.
- Fatoni, M. F. (2017). Wewenang Tim Penilai (Appraisal) dalam Menentukan Nilai Limit Lelang Hak Tanggungan. *Jurnal Universitas Islam Malang*, 2, 1–12.
- Fauzi, A. (2017). Eksistensi Hak Tanggungan Dalam Kredit Perbankan. *Jurnal Ilmu Hukum*.
- Fauziah, W. R., Sugiarti, C., & Ramdani, R. (2022). Efektivitas Program Wirausaha Pemuda dalam Upaya Penurunan Angka Pengangguran Terbuka di Kabupaten Tegal Pada Masa Pandemi

- Covid-19. *Jurnal Manajemen*, 14(2), 367–375.
- Ferdianto, A. (2023). Laba BTN Syariah Melesat 80,12% di 2022. *Kontan.Co.Id*.
- Fitriah. (2018). Efektivitas Penyelesaian Kredit Macet Pada PT. Bank Tabungan Negara (Persero) Tbk.Cabang Parepare (Analisa Ekonomi Islam). *Journal of Chemical Information and Modeling*, 53(9).
- Fitriani, I. (2018). Strategi Bank BTN Syariah Dalam Penyelesaian KPR Bermasalah Menurut Perspektif Ekonomi Islam (Studi pada Bank BTN KCS Yogyakarta).
- Fitriani, I. L. (2017). Jaminan dan Agunan dalam Pembiayaan Bank Syariah dan Kredit Bank Konvensional. *Jurnal Hukum & Pembangunan*, 47(1), 134.
- Fitriani, N. (2021). Pemberian Kredit dengan Jaminan Hak Tanggungan yang Objeknya Tanah dengan Status Hak Guna Bangunan di Bank NTB Syariah. *Jurnal Ilmiah*, 1–16.
- Gafar, M. (2021). Efektivitas Kerja dalam Meningkatkan Pelayanan Administrasi di Dinas Perpustakaan dan Arsip Kabupaten Tolitoli. *Jurnal Inovasi Penelitian*, 2(7), 1951–1958.
- Gandawidura, Y. G. (2019). Perlindungan Hukum Kreditor Pemegang Hak Tanggungan Peringkat Kedua dalam Pelaksanaan Eksekusi. 21, 73–86.
- Gede, P., Nugraha, Y., Hukum, F., Udayana, U., Sukihana, I. A., Hukum, F., & Udayana, U. (2019). Penyelesaian Sengketa Wanprestasi Kredit Macet Atas Akta Pemberian Hak Tanggungan. *Jurnal Kertha Desa*, 9(4), 73–85.
- Hanavia, E., & Novianto, W. T. (2017). Eksekusi Hak Tanggungan Berdasarkan Title Eksekutorial dalam Sertifikat Hak Tanggungan. *Jurnal Repertorium*, 4(1), 21–27.
- Hapsari, E. P., & Dja'is, M. (2019). Eksekusi Objek Hak Tanggungan Untuk Pelunasan Kredit Macet. *Legalitatum*, 1(1), 28–37.
- Hapsari, R. (2022). Penerapan Prinsip 3R (Restructuring, Reschedulling, Reconditioning) dalam Implementasi Peraturan Otoritas Jasa Keuangan Nomor 11 / Pojk. 03 / 2020 Tentang Stimulus Perekonomian Nasional Sebagai Kebijakan. *Jurnal Program Magister Hukum FHUI*, 1(4), 2097–2110.
- Harahap, N. (2016). Penelitian Kualitatif. *Jurnal Penelitian Pendidikan Guru Sekolah Dasar*, 6(August), 128.
- Hardani, Auliya, N. H., Andriani, H., Fardani, R. A., Ustiawaty, J., Utami, E. F., Sukmana, D. J., & Istiqomah, R. R. (2020). Buku Metode Penelitian Kualitatif & Kuantitatif. In LP2M UST Jogja (Issue March).
- Hariyanto, A., Asra, M., & Al-Hanun, W. (2018). Restrukturisasi Pembiayaan Perbankan Murabahah Analisis Yuridis Peraturan Bank Indonesia. *Lisan Al- Hal*, 12(2), 329–346.
- Hasanuddin, M., & M. Yasin Al Arif. (2023). Reformulasi Ketentuan Eksekusi Jaminan Fidusia dan Relevansinya dengan Pemenuhan Prinsip Keadilan, Kemanfaatan dan Kepastian Hukum. *Udayana Master Law Journal*, 12(3), 726–741.
- Hutami, H. S. W., & Triyanto, A. (2016). Eksekusi Jaminan Pada Pembiayaan Bermasalah Di BMT Bima Kota Magelang (Telaah Fatwa DSN MUI NO.17/DSN/IX/2000). *Cakrawala: Jurnal Studi Islam*, 11(2), 204–216.
- I Ketut Gede Suardana, I Nyoman Putu Budiarta, & Ni Made Puspasutari Ujianti. (2022). Penyelesaian Kredit Bermasalah dengan Metode Restrukturisasi Pada Koperasi Simpan Pinjam Merta Sari di Denpasar Utara. *Jurnal Interpretasi Hukum*, 3(1), 1–7.
- Ilyas, R. (2015). Konsep Pembiayaan Dalam Perbankan Syariah. *Jurnal Penelitian*, 9(1), 183–204.
- Ilyas, R. (2018). Analisis Sistem Pembiayaan Pada Perbankan Syariah. *Adzkiya: Jurnal Hukum Dan Ekonomi Syariah*, 6(1), 1–18.
- Ilyas, R. (2019). Analisis Kelayakan Pembiayaan Bank Syariah. *Asy Syar'iyah: Jurnal Ilmu Syari'ah Dan Perbankan Islam*, 4(2), 124–146.
- Ismayadi. (2021). Mekanisme Rescheduling Pembiayaan Nasabah Bermasalah dengan Akad Murabahah di BPRS Dinar Ashri Cabang Aikmel. *Al Birru*, 1 (1), 87–107.
- Janisriwati, S., Hartanto, P. S., & Lolo, T. F. (2021). Perubahan Jenis Bank Terhadap Kedudukan Jaminan Kredit. *Jurnal Education and ...*, 9(2), 205–214.
- Juanda, E. (2021). Hubungan Hukum Antara Para Pihak dalam Perjanjian Pembiayaan Konsumen. *Jurnal Ilmiah Galuh Justisi*, 9(2), 273.

- Jumarni, J., & Sariyani, L. (2021). Analisis Urgensi Prinsip 5C (Character, Capacity, Capital, Collateral, Condition) dalam Meminimalisir Risiko Pembiayaan (Studi Pada BMT As'Adiyah Sengkang). *Islamic Banking and Finance*, 1(1), 35–52.
- Kamal, J. (2022). Problematika Pada Perbankan Syariah (Kontrak Pembiayaan Murabahah). *Jurnal An-Nahl*, 9(1), 18–27.
- Kholidhah, S. N. (2020). Wanprestasi dalam Kontrak Pembiayaan Bank Syariah Di PT. BPRS Bangun Drajat Warga Yogyakarta. *digilib.uin-suka.ac.id*, 12(2), 1–19.
- Manitik, W. R. M. (2018). Eksekusi Hak Tanggungan Menurut Undang-Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan Atas Tanah dan Benda-benda yang Berkaitan dengan Tanah. *VI (7 Sept)*, 1–23.
- Marnita, M. (2017). Eksekusi Jaminan Hak Tanggungan Sebagai Upaya Penyelesaian Pembiayaan Bermasalah (Studi pada PT Bank Muamalat Indonesia Cabang Lampung). *Fiat Justitia: Jurnal Ilmu Hukum*, 10(3), 525–544.
- Mashdurohatun, A., & Arifin, Z. (2020). Rekonstruksi Parate Eksekusi Hak Tanggungan.
- Muhlis. (2020). Pembiayaan Murabahah Dalam Perbankan Syariah. *Journal of Management and Business*, 1(1), 66–82.
- Mulyati, E., & Dwiputri, F. A. (2018). Prinsip Kehati-Hatian dalam Menganalisis Jaminan Kebendaan Sebagai Pengaman Perjanjian Kredit Perbankan. *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An*, 1(2), 134.
- Muzariah, A. S. (2022). Analisis Penetapan Kelayakan Agunan dalam Penyaluran Pembiayaan Murabahah Ditinjau dari Manajemen Risiko Bank Syariah (Studi Kasus Pada BPRS Rahma Syariah Kediri). *Wadiah*, 6(1), 1–21.
- Nasiha, E. D., Badriyah, S. M., & Cahyaningtyas, I. (2021). Pelaksanaan Perjanjian Kredit Dengan Jaminan Hak Tanggungan (Studi Terhadap Proses Pengikatan Hak Tanggungan Di BPR Sejahtera Artha Sembada Pekalongan). *Notarius*, 14(2), 790–789.
- Ngadenan, S. (2020). Eksekusi Hak Tanggungan Sebagai Konsekuensi Jaminan Kredit Untuk Perlindungan Hukum Bagi Kepentingan Kreditur Di Mungkid. *Law Reform*, 5(3), 1–9.
- Ningsih, A. (2021). Kajian Yuridis Efektifitas Penyelesaian Kredit Macet Melalui Lelang Hak Tanggungan. *Arena Hukum*, 14(3), 546–566.
- Nugraha, Y. D., & Suwanto. (2022). Analisis Faktor Penyebab Pembiayaan Bermasalah Pada Koperasi Syariah Al Amin Berkah Sejahtera Kantor Pusat Lampung Tengah. *Jurnal Manajemen Diversifikasi*, 2(1), 79–86.
- OJK. (2021). Statistik Perbankan Syariah - Desember 2021. 4(1), 1–23.
- Purwaningsih, S. B. (2021). Hukum jaminan & agunan kredit. 124.
- Putra, et al. (2021). Pelaksanaan Eksekusi Terhadap Hak Tanggungan yang Bukan Milik Debitur di PT. Bank Republik Indonesia (Persero) Tbk Kantor Cabang Bima. *Palar | Pakuan Law Review*, 7(2), 438–450.
- Putri, S. F. (2021). Analisis Faktor-Faktor yang Mempengaruhi Keputusan Nasabah Memilih Pembiayaan Kredit Kepemilikan Rumah Syariah (Studi pada Bank Umum Syariah di Kota Malang). *Jurnal Ilmiah Mahasiswa FEB Universitas Brawijaya*, 10(1), 1–18.
- Putri, W. S., & Artati, S. U. I. (2023). Upaya Debitur untuk Memperoleh Risalah Lelang Eksekusi Hak Tanggungan. 5(November), 825–839.
- Rahmadani, Wayan, Putu, M. (2023). Analisa Independensi Penilaian Jaminan Utang Kredit Bank. *Nusantara Hasana Journal*, 2(9), 185–190.
- Rahmawati, A. C. (2020). Eksekusi Jaminan Hak Tanggungan Secara Di Bawah Tangan. *Lex Journal: Kajian Hukum & Keadilan*, 3(2).
- Rahmawati, T. (2021). Hak Tanggungan Sebagai Jaminan Perlindungan Hukum Bagi Para Pihak Dalam Pembiayaan di Perbankan Syariah. *Jurnal Officium Notarium*, 1(2), 380–392.
- Renitayani, I. M. A. P. A. F. K. (2022). Internalisasi Eksekusi Jaminan Hak Tanggungan dalam Pembiayaan Kredit Pada Bank Syariah Indonesia (BSI) Kota Malang. *Qawanin: Jurnal of Economic Syaria Law*, 6(Vol 6 No 1 (2022): Qawanin: Journal of Economic Syaria Law), 21–35.

- Rianto, P. (2020). Modul Metode Penelitian Kualitatif. In Metode penelitian (Issue July).
- Ridho, A., Rahman, A., Fitriyah, F., & ... (2022). Penyelesaian Sengketa Nasabah Wanprestasi di PT. BPRS Bhakti Artha Sejahtera Sampang. *Jurnal Masharif Al-Syariah: Jurnal Ekonomi Dan Perbankan Syariah*, 7(1), 376–389.
- Rosita. (2017). Alternatif dalam Penyelesaian Sengketa (Litigasi dan Non Litigasi). *Al-Bayyinah: Journal of Islamic Law*, VI (2), 85–98.
- Sabila, P. R. R., Farahika, N., Candrasari, I. A. S., & Weharima, T. (2022). Perlindungan Hukum Bagi Debitur Terhadap Eksekusi Hak Tanggungan Akibat Kredit Macet. *Jurnal Education and Development*, 11(1), 275–279.
- Sanusi, A. (2023). Tinjauan Yuridis Pelaksanaan Eksekusi Jaminan Hak Tanggungan Nasabah Wanprestasi Pada Perbankan Syariah Pasca Merger. *Jurnal Ilmu Sosial*, 2(2), 1429–1446.
- Saraswati, A. F. A. (2015). Dilematis Eksekusi Hak Tanggungan Melalui Parate Executie dan Eksekusi Melalui Grosse Akta. *Jurnal Repertorium*, II (2), 51–59.
- Sobirin, S., & Abdullah, J. (2019). Eksekusi Hak Tanggungan dalam Perjanjian Pembiayaan. *TAWAZUN: Journal of Sharia Economic Law*, 2(1), 19.
- Soegiyono. (2017). Metode Penelitian Kuantitatif, Kualitatif dan R&D.
- Sudarto, A. (2020). Penyelesaian Pembiayaan Bermasalah Pada Lembaga Keuangan Syariah Studi Bmt Al Hasanah Lampung Timur. *Islamic Banking: Jurnal Pemikiran Dan Pengembangan Perbankan Syariah*, 5(2), 99–116.
- Sudirman, S. (2023). Harmonisasi Akad Pembiayaan Syariah Terhadap Jaminan Hak Tanggungan. *Media Iuris*, 6(1), 151–174.
- Sugiantari, I. G. A. F. (2021). Pelaksanaan Lelang Eksekusi Hak Tanggungan (Studi Di Kantor Pelayanan Kekayaan Negara dan Lelang (KPKNL) Mataram. 1–17.
- Suhaimi, A. dan. (2018). Pembiayaan Bermasalah di Bank Syariah. *Al-Intaj*, 11(2), 10–14.
- Sukmaya, M. A., Abubakar, L., & Handayani, T. (2020). Perlindungan Hukum Bagi Pemenang Lelang Objek Hak Tanggungan Dalam Hal Eksekusi Terhalang Oleh Gugatan Ditinjau Dari Hukum Jaminan. *Jurnal Ilmiah Galuh Justisi*, 8(2), 204.
- Sulistiyorini, Octavia, A. N., & Setyarini, A. (2022). Analisis Implementasi Prinsip 5C Dan 7P Dalam Upaya Pencegahan Pembiayaan Murabahah Bermasalah Di KSPPS Hudatama Semarang. 1–10.
- Surahmad, A. Z. S. S. (2021). Pelaksanaan Eksekusi Jaminan Hak Tanggungan Terhadap Kredit Macet PT. Bank Artos Indonesia. *Justitia: Jurnal Ilmu Hukum Dan Humaniora*, (Vol 8, No 4 (2021), 698–705.
- Susanto, A., Rotinsulu, T. O., & Kawung, G. M. V. (2019). Analisis Faktor-Faktor Yang Mempengaruhi Keberhasilan Lelang Eksekusi Hak Tanggungan Pada Kantor Pelayanan Kekayaan Negara Dan Lelang Palu (2015 – September 2016). *Jurnal Pembangunan Ekonomi Dan Keuangan Daerah*, 19(1), 1–17.
- Sutrisno, E. (2010). Budaya Organisasi (pp. 125–126). Kencana.
- Syamsiah, D., & Nurviana, R. (2022). Perspektif Hukum Eksekusi Atas Objek Dibebeani Hak Tanggungan. 1(3), 563–568.
- Taufiq, M., & Setiawan, S. (2022). Analisis Efektivitas Organisasi Pada Desa Raharja Kecamatan Tanjungsari Kabupaten Sumedang.
- Ubaidillah, U. (2018). Pembiayaan Bermasalah Pada Bank Syariah: Strategi Penanganan dan Penyelesaiannya. *El-Jizya: Jurnal Ekonomi Islam*, 6(2), 287–310.
- Ulpah, M. (2020). Konsep Dalam Pembiayaan Perbankan Syariah. *Madani Syari'ah*, 3(2), 147–160.
- Utami, T. R., Apriliandi, G., Akbar, F. M., Wandono, H., & Destia, I. W. (2023). Eksekusi Putusan dan Implikasi Hukum Bagi Pihak yang Tidak Patuh dalam Perkara Perdata. *Jurnal Penelitian Serambi Hukum*, 16(01), 144–151.
- Wardani, D. S., Fadhilah, N., Hasibuan, A., Islam, U., Sumatera, N., Medan, K., Islam, U., Sumatera, N., & Medan, K. (2022). Analisis Prosedur Pelaksanaan Lelang pada KPKNL di Lingkungan Kanwil DJKN Sumatera Utara. 3(2), 184–191.
- Wiguna et al. (2018). Pelaksanaan Eksekusi Hak Tanggungan Berdasarkan Undang-Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan Atas Tanah Beserta Benda-Benda yang



- Berkaitan dengan Tanah. 1–15.
- Wijanarko, G. (2020). Tanggung Jawab Kantor Pelayanan Kekayaan Negara.
- Winriadirahman, P. (2017). Pelaksanaan Eksekusi Hak Tanggungan di Kantor Pelayanan Kekayaan Negara Dan Lelang Yogyakarta.
- Yunani, M., & M. Usman. (2021). Tinjauan Fatwa DSN MUI Terhadap Penyelesaian Pembiayaan Murābahah Bermasalah (Studi Kasus di Bank Pembiayaan Rakyat Syariah Dana Amanah Surakarta). *Rayah Al-Islam*, 5(01), 164–182.
- Yunianti, N. I., & Budhisulistiyawati, A. (2020). Efektivitas Jaminan Perorangan (Personal Guarantee) Dalam Menunjang Penyelesaian Kredit Bermasalah di Bank BRI Cabang Surakarta dan Bank BNI Syariah Cabang Surakarta. *Jurnal Privat Law*, 8(1), 111.
- Yuningsih, D., Sofwan Sanib, S., Sjaiful, M., Kaimuddin Haris, O., & Lamaronta, B. (2022). Penerapan Asas Keadilan terhadap Penetapan Limit pada Proses Pelelangan Hak Tanggungan di Kantor Pelayanan Kekayaan Negara dan Lelang (KPKLP) Kota Kendari. 4(2), 149–167.
- Yusmad, H. M. A. (2018). Aspek Hukum Perbankan Syariah dari Teori ke Praktik. In CV Budi Utama.
- Yustiana, Y. (2020). Eksekusi Hak Tanggungan terhadap Kredit Macet Bank. *Al-Ishlah: Jurnal Ilmiah Hukum*, 23(1), 77–97.
- Zahrani, S., & Marpina, M. (2023). Analisis Faktor-Faktor Fundamental yang Mempengaruhi Keputusan Menjadi Nasabah KPR BTN Ib di BTN Syariah. *Jurnal Manajemen, Akuntansi, Ekonomi*, 1(3), 78–87.