



Disinfection of the mortgaged property in insurance

"Comparative study"

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Introduction

An insurance mortgage is an in-kind collateral right under which the mortgaged creditor is granted the right to meet his debt from the cash return of the mortgaged property by applying to ordinary creditors and the next creditors in the rank, and has the right to track and execute the mortgaged property in any hand to which the property has been transferred, in which case it is called the holder.

The holder of the property in the mortgage is not intended to seize the property as it is known in the tenure system, but rather to any person to which ownership of a property is transferred under a bond registered with the Real Estate Conservatism at a later date on the registration of ^{the real estate} reservation¹.

The importance of research is highlighted by the prevalence of real estate problems, particularly those related to mortgaged mortgages, and therefore this issue must be discussed.

The problem arises in researching what is a mortgage and how to cleanse the property of such a type of mortgage.

⁽¹⁾ Alli, Abdul Basit, Al-Faziri, Amal (DT). Implementation in civil and commercial materials, Knowledge Facility in Alexandria, p. 157.

First research

What is a mortgage

Through this research, we will examine the concept of insurance mortgage in its first requirement, and the formal conditions in the second requirement.

The first requirement

Concept of insurance mortgage

Mortgage in language: mortgage, subject to the subject matter i.e. fixed and bloody and said to be mortgaged by his tongue, confident of speaking ^{on a particular} thing¹.

As for the term: money that makes a document in debt to meet its price ^{if it} cannot be met by those who it is².

In article 1322, the Jordanian legislator defined the mortgage civilian as: "A contract in which the creditor earns a property intended to meet his debt in kind, whereby he may apply to ordinary creditors and the next creditors in the rank to meet his right to the price of that property in any hand."

The Iraqi legislator also defined the insurance mortgage in article (1285) as civil: "A contract in which the creditor earns a property dedicated to providing his debt with a right in kind whereby he may apply to the ordinary creditors following him in the mirror in fulfilling his right to the price of the property in any hand."

It was also defined as: "A subordinate right of eye resulting from a particular property as a guarantee of fulfilling an obligation, and it gives the owner the right to trace the property in any hand, and to fulfil his right to apply for it or from the money that replaced ^{it.}"³

Part of the insurance mortgage was defined as: "A subsidiary right of my eyes shall result from a property owned by the debtor or third parties (the sponsor in kind) under a formal contract to ensure that the obligation is fulfilled and, as long as it is a subsidiary right of my eyes, it gives the owner a right to trace and a right to ^{preference.}"⁴

⁽¹⁾ Fayoumi, Ahmed bin Mohammed bin Ali (1999). The illuminating lamp, i1, Scientific Book House, Beirut, p. 242.

⁽²⁾ Bahouti, Mansour Bin Younis (1402 Ah). The mask revealed the board of persuasion, the realization of Hilal Muslehi Mustafa, Arab Thought House, Beirut, p. 320.

⁽³⁾ Swar, Mohammed Wahid, Explanation of the provisions and sources of compliance in civil law, Culture Publishing House, Amman, 1998P. 28.

⁽⁴⁾ Welder, Hala Fawzi Abdel Hamid (1996). Effects of mortgages for mortgage money and current debtor, Master's Thesis, University of Jordan, p. 7.

In the light of the above, the definition agreed with the nature and elements of the insurance mortgage that exceeds the observations of the definition of Jordanian and Iraqi legislators is that the insurance mortgage is an indivisible right of my eyes on a particular property under an official contract to meet an obligation and gives the owner the right to trace the property in any hand, and to meet his right to the price or money that replaced it with progress and priority.

The second requirement

Formal conditions of insurance mortgage

The mortgage contract is a formal contract, as it is not sufficient to hold its objective elements, particularly consent, but must be registered with the relevant department.

The formality requirement study requires a statement of the concept of mortgage registration, mortgage contract data and agency form in this mortgage, so we will divide this requirement into three branches and allocate an independent branch to each.

Section 1: The concept of insurance mortgage registration:

Article (1321) states: "The insurance mortgage shall only be held by registration, and the current obligation shall be committed to the expenses of the contract unless otherwise agreed."

This text corresponds to article (1286) of an Iraqi civilian, which states: "1. The mortgage shall only be held by registering it in the Tabu Department, and each of the contractors must designate his place of residence in the country where the registration was made, and give each of them a copy of the mortgage bond signed by them after taking their report in the face of witnesses, and 2- the expenses of the contract for the present unless otherwise agreed."

Referring to the text of article (1321), the Jordanian legislator expressly decides that the contract will only be held by registration, and registration in Jordan is subject to the provisions of laws, regulations and instructions on the registration of land and other rights in the records of land regulated by the registration services, and the registration of the mortgage contract in accordance with Jordanian law is a pillar of the contract because the failure to hold the contract as an effect of under-registration renders the contract invalid, in which article (168/1) states that: "A false contract is not legitimate in its origin and describes it as having disturbed its corner, place, purpose or form

imposed by law for its convening, and does not have any effect and does not respond to leave."

The explanatory note of the Jordanian Civil Code clarified the concept of this formal requirement, describing it as one of the pillars of the mortgage contract by saying: "Registering the insurance mortgage contract is a corner of it and does not do anything else¹."

Article 6 of the Law on the Placement of Immovable Funds in order to secure Jordanian debt states: "The land registration services regulate and certify conviction bonds relating to insurance transactions, and give a copy of both the creditor and the debtor after they have taken their report in the presence of witnesses and have appointed their place of residence for easy reporting."

Article 7 of the same Act states: "All courts and other administrative authorities, including certified bonds, act as described in the previous article without the need for further evidence".

Article (10) of Jordan's land registration system No. (1) of 1953 and its amendments state: "Debt bonds are regulated, ratified and executed in land registration departments pursuant to the 1953 Non-Movable Funds Development Act (46) or any other law that replaces it."

Chapter X of the instructions issued on the basis of the land registration system was organized on the subject of the regulation of insurance mortgages and their transactions under the title (insurance, transfer and dismantling), and paragraph (a) of section (1) of this chapter states: "Conviction bonds in the land registration services are regulated on form 12 in support of article VI of the Status of Immovable Funds Act in order to secure debt No. 46 of 1953, give each creditor and debtor a copy of it, send the third version of the Management Centre and confirm the fourth in the fourth. Register the contracts of the debtor after these services have taken the report of both the creditor and the debtor in the presence of two witness identifiers."

Paragraph (i) of the same clause states: "The insurance signal (mortgage) is included in the field of notes from the field of occurrences from the back of the register newspaper, such as that the entire piece (or the entire shares of flan or a share of Flan's shares) is placed in debt insurance with the number and date of the debt bond and the type of transaction in the relevant fields of the falling field."

Through the analysis and extrapolation of the above-mentioned texts, it is clear to us that the registration system for mortgage contracts in Jordan involves the concepts

⁽¹⁾ Explanatory notes Iraqi Civil LawP. 762.

of formality and registration. Mortgage contracts are regulated by the land registration services on a special official form called a convicted bond, which has the status of official, which invokes all of its provisions, and obliges the courts and all administrative authorities to enforce what it contains as "conclusive evidence without the need for any further evidence"¹ This contract represents this characteristic and support for its organization and the model in which its data are emptied, but a formal contract.

Registration takes place immediately when the mortgage contract is regulated, as both the mortgage creditor and the current debtor are given a copy, the third copy is sent to the management centre, the fourth is confirmed in the register of the debtor's contracts and the mortgage signal (insurance) is indicated in the field of notes from the field of occurrences from the back of the register newspaper (land or property registration bond)²

As for the Iraqi Civil Code, the content of the provision of article (1286) referred to in the foregoing is consistent with the content of the provision of article (1323) Jordanian civilian, and what has been said about the concept and impact of registration in relation to Jordanian law is said in relation to Iraqi law, "The contract of insurance mortgage in accordance with Iraqi law is a formal contract that does not take place and does not take place merely by consent or agreement, and the agreement must fall as planned in the law, which is registration in the Tabu department, registration is a corner of the meeting, if this corner falls behind. The mortgage contract is invalid and has no effect, as the leave is not refunded, and every interest may uphold its invalidity, and the court may rule on this nullity on its own³."

Registration procedures in Iraqi law are similar to those submitted in the Jordanian law, where the mortgage is registered on the basis of the approval of the mortgaged creditor and the current debtor or their representatives before the competent employee of the Real Estate Registration Department (Tabo), whose mortgaged property is within its jurisdiction.

In a practical way, the insurance mortgage shall be held by a single contract board in a positive way and the parties to the contract shall be accepted before the competent employee after he has read out the explanation of their declaration as included in the registration form (official paper) and after verifying the identity of the

⁽¹⁾ Al-Qatifan, Maan, In-Kind Rights, Knowledge Facility, Alexandria, 2006P. 96.

⁽²⁾ Al-Qatifan, Maan, former reference, p. 97.

⁽³⁾ Dr. Abdul Majid al-Hakim and others, Brief in Compliance Theory, Legal Library, Baghdad, 2010P. 84.

contractors through official documents, and the full names of the creditor and debtor, their identity, their place of residence, the descriptions of the mortgaged property, the amount of debt, the terms and salary of the mortgage, the amount of previous debt, if any, the fact that the property is leased or not, the duration of the lease, the name of the tenant, the determination of the duration of the mortgage, the amount of the mortgage, the amount of the previous debt, if any, the fact that the property is leased or not, the duration of the lease, the name of the tenant, the duration of the mortgage, the duration of the mortgage, the determination of the mortgage term, the amount of the mortgage. Or whether it's while ordering.

After the registration procedure is completed, the employee gives each contractor a copy of the mortgage bond signed by each ¹of them,"

These bonds are executive attribution that allows the creditor the right to proceed without the need for a debt judgment²."

It is clear from the above that both Jordanian and Iraqi legislators agree to some extent on the registration of the mortgage through the official request and the restriction and the impact of the registration.

Section 2: Mortgage contract data:

Through the advanced offer, Jordanian and Iraqi legislators have required that the mortgage contract be included for contractors on the full names of the current debtor, the mortgaged creditor, their respective identity and place of residence, and includes a permit from the present to place his property in insurance of the creditor's debt for a specified period in the bond or until the application, as well as detailed data on the mortgaged property, its descriptions and precise identification, and on the secured debt, its terms, amount, maturity, agreed interest and the degree of mortgage.

It may be the data on mortgaged and secured debt, which in itself achieve the principle of foreclosure allocation, which has prompted part of ^{the} jurisprudence ³ to address this principle within the formal terms of the mortgage contract, but the principle in fact represents an objective requirement and this is reinforced by the connection of its content and attachment due to mortgage due to the association between debt and mortgage money, as well as the conduct of Jordanian and Iraqi legislators who addressed the provisions of mortgage allocation on the part of the property and religion

⁽¹⁾ See: Article (1286/1) Iraqi civilian.

⁽²⁾ blessed Explanation of Iraqi Civil Law, Original Rights and Dependency, II, Dar al-Hurriya, Baghdad. P. 121.

⁽³⁾ Swar, Mohammed Wahiduddin, former reference, p. 87-88.

under the substantive provisions of the holding of the mortgage as we have seen earlier. When examining objective conditions.

In addition to the above-mentioned statements, the Jordanian legislator requests that the mortgage be stated in the mortgage bond whether the mortgaged property is leased, the duration of the lease, and the name of the tenant, as article (5) of the Law on the Placement of Immovable Funds in order to secure the Jordanian debt states: "When a property is required to insure the debt, a document certified by a competent reference must be submitted indicating whether the property is leased or not with the lease period, if it is paid and the duration of its rent increases. On the duration of the debt, the tenant shall give an undertaking to vacate the property at the time of the debt, or give the creditor a pledge that the sale of that money will not be requested until the end of the lease period. The lease expires at the time of the debt deadline in order to preserve the rights of the mortgagee.

Section 3: Agency formality in insurance mortgage:

Although there is no special provision in Jordanian and Iraqi laws requiring the agency to have the form to be available in the legal work that replaces the agency, the general provisions of the said laws must be certified by the agency that provides the registration of the insurance mortgage. Competent, article (844) states that: "Contracts for donation, loan, mortgage, deposit, lending, company, speculation and reconciliation shall not be valid when the agent denies them if he does not add them to his ^{client.}"¹

As for the expenses of registering and regulating this contract, as shown in the advanced texts, ^{the Jordanian}² and Iraqi laws ³ determine that expenses as a public asset are on the current debtor unless otherwise agreed, and we will return to this subject in chapter four of this study when examining the legal means granted to the holder in the face of the mortgaged creditor.

⁽¹⁾ See also: Article (931) Iraqi civilians.

⁽²⁾ See: Article (1323) Jordanian civilian.

⁽³⁾ See: Article (1286/2) Iraqi civilian.

The second requirement

Disinfection of the mortgaged property

Clearing the mortgaged property is a legal means given by the Jordanian legislator¹ to the holder so that he can get rid of the mortgage effect in the face of direct tracking².

What is the purification of the mortgaged property? What are his actions? What are its implications?

To answer these questions, we will divide this requirement into three branches, allocating an independent branch to each of the issues raised in the above-mentioned questions.

Section 1: The purpose of disinfecting the mortgaged property:

The mortgaged property holder is entitled to dispose of the trace of the property by choosing the route of clearance, a legal means by which the holder can offer the creditors their debts before registering the title deed of the property, if these creditors accept the offer, the holder will pay them this value in order of their maturity, resulting in the clearance of the property from all mortgages, even those whose owners have not been injured by any of the value of the property³.

If all or some creditors reject this offer, they must request the sale of the property immediately, even if their debts are non-existent, and end up either bidding on the holder or third parties, in both cases the property is cleared of its rights, and the holder often resorts to this means when the debt is greater than the real value of the property, at which point the holder can dispose of such debts beyond the value of the property⁴.

Therefore, disinfection⁵ is in the interest of the holder, as it entails retaining ownership of the mortgaged property, free of mortgage, without paying a greater

⁽¹⁾ See: Article (1356) Jordanian civilian.

⁽²⁾ See: Article (1308/1) Iraqi civilian.

⁽³⁾ Ibrahim, Nabil Saad, Brief in explaining the provisions and sources of commitment, University Thought publishing, 2009P. 144.

⁽⁴⁾ Dr. Abdul Majid al-Hakim and others, Previous reference, p. 457.

⁽⁵⁾ Cleansing is consistent with the means of justice of religion, both of which prevent the implementation of the mortgaged, and each of these means has advantages from the point of view of the holder, and theseFor advantages: 1- The means of justice of religion The holder retains the property, but the disinfection leads to the auction of the mortgaged property, and this auction may be anchored on the non-holder, 2- the

amount of the real value of the property, and in the interest of the present, it is enough for the latter to find a buyer of a mortgage-laden property, without long and complex procedures, including expenses and expenses, and in the interest of mortgaged creditors when they receive the value of the property without the need for forced sale.¹

Furthermore, disinfection is a legal means of facilitating the circulation of real estate ownership, since a person is usually reluctant to buy a mortgage-laden property, and if there is a way to get rid of the mortgage, such as disinfection, he will not hesitate to buy.

On the other hand, the clearance system allows the holder to dispose of secured debt before its deadline, i.e. the holder's right is established at a time when he or she becomes the owner of the mortgaged property specifically, without the need for solutions to the mortgage-secured debt and the warning to the holder of the payment of the debt².

With regard to the position of the Jordanian legislator on the clearance system, article (1356) stated: "The holder of the mortgaged property subject to insurance has the right to clear the property to which he has been entitled from every right in kind, which has resulted in documentation of a debt registered in the debtor's performance up to the date of its sale or on the dates specified by the Law of Procedure or Special Laws³."

means of debt elimination is fixed to the mortgaged mortgage subject to insurance or life, while the disinfection is reserved by the mortgaged creditor subject toAmenia, 3- The means of expiry of religion It only clears the mortgaged by paying off all creditors' debts, as the purge leads to the cleansing of the mortgaged, which it weighs on, even if the value offered is not sufficient to pay off all debts, and the disinfection may be more in the interest of the holder, on the one hand, on the one hand, it does not carry it more than the value of the mortgaged property that has been received, no matter how much debt this impairment has included.R. See: Mark, Suleiman, Al-Wafi in Explaining Civil Law, Arab Renaissance House, Cairo P. 249.

⁽¹⁾ Tenago, Samir, Rights in Kind, Arab Renaissance House, CairoP. 106.

⁽²⁾ Ibrahim, Nabil Saad, former reference, p. 147.

⁽³⁾ The Jordanian legislator has approved the purge of a single article, article (1356), in which he passed the authorization of the right holder of the right to purge and the researcher agrees with what the Jordanian legislator said, as he was successful in this brevity, contrary to what the Iraqi legislator, who singled out many provisions for him, did.

Article (1308/1) states to an Iraqi civilian: "The holder of the right to free the mortgaged property remains subject to insurance until the day he is detained from the mortgagee".

By analysing the text of article (1356) Jordanian civilian and article (1308/1) iraqi civilian on the time when the mortgaged property may be cleared, we find that the right of the holder to clear the property remains until before the completion of the transaction of registration of the mortgaged property in the name of the auctioneer, which indicates the extent of protection and care provided by the Jordanian legislator and the Iraqi legislator to the holder of the property when they were granted the right to clear the property once it has the status of the holder, regardless of whether the secured debts have been resolved or not resolved. After, his right to free the property remains until the day the property is signed from the mortgaged creditor.

Section 2: Procedures for clearing the mortgaged property in insurance:

The Jordanian legislator did not address the procedures that the holder must follow in order to clear the mortgaged property, and on the contrary, the Iraqi legislator addressed these procedures in article (1308/2) of a civilian, stating: "If the holder wants to cleanse, he must direct the registered creditors their rights in their selected places of residence, advertisements that include the following statements:

- A- A summary of the holder's title deed is limited to the statement of the type and date of the disposal, the precise identification of the property and the appointment of its former owner, and if the act is a sale also mentions the price and its accessories.
- B- A statement of the rights recorded on the property prior to the registration of the holder's bond, the date of registration and the amount and names of the creditors.
- C- +The amount estimated by the holder is valued for the property, and this amount must not be less than what is required at the price used as a basis for estimating the price in the event of expropriation, nor in any case less than the rest in the holder's custody of the property price if the disposal is a sale.

In the same declaration, it must state that it is prepared to meet the recorded debt to the extent that the property has been valued, and does not have to accompany the offer in cash, but merely to show its willingness to meet the amount of the duty to pay immediately, whatever the maturity date of the restricted debt."

The right of the holder to clear the mortgaged property begins as soon as it has the status of holder, i.e. after the title deed is registered if the obligation to register, or after the completion of the period required to acquire the property is out of date, and the

holder can initiate the clearance proceedings even if the mortgage-secured debt is not payable, i.e. added to an outstanding deadline.

The clearance proceedings begin with an official declaration by the holder to all creditors with in-kind rights, and must include a set of statements intended to take into account the interest of the creditors and enable them to determine their position on the holder's offer, including those relating to the holder himself, including concerning creditors, the value of their debts and salary, including with regard to the property and how it is transferred to the holder in exchange for the mortgaged property, and the origin is that the holder has the right to determine this value of his will, but the Iraqi legislator is restricting the holder's freedom in this area. Two restrictions: the first is that the amount he offers shall not be less than the rest in his liability from the price of the property if the disposal is a sale, and the second is that the amount offered is not less than the price used as a basis for estimating the price in the event of expropriation, "and this is the tax paid for the ^{property.}"¹

One of the basic statements referred to in article (1308/2/c) is an Iraqi civilian, in which the holder determines the value he presents as a return for the property. The holder must be serious about his or her presentation of the value, and take into account the moderation of his offer, otherwise what he or she offers may be rejected by the mortgaged creditors, if he does not represent the true value of the mortgaged property, and therefore creditors can request the auction of the property in ^{this case}². The holder may offer the value of the property to the mortgaged creditors, but there is a material error in the number offered by the holder as if he had offered an amount more than the price based on the removal of the property or More than what is due in his community, what is the verdict in this case?

Part of the jurisprudence³ considers that the holder is not obliged to pay the wrong number he has presented, even if the mortgaged creditors accept his offer, in which case the holder makes a new offer for the value of the mortgaged property and new procedures in which the wrong number is corrected, in which case the mortgaged creditors have a new period during which they are entitled to either accept or reject the offer, and in the absence of the Iraqi legislator addressing this issue, the researcher considers that this view can be adopted in Iraqi civil law on the basis of article (184)

⁽¹⁾ Preparatory group for Iraqi Civil Law, former reference, p. 119.

⁽²⁾ Tenago, Samir, former reference, p. 276.

⁽³⁾ Saeed Mubarak, Explaining Iraqi Civil Law, Original Rights and Dependency, II, Freedom House, Baghdad.P. 266.

Madani, which referred to the application of the provisions of the contract to the individual will except those relating to the need for two identical wills, and since the liberation of the property is carried out by the sole will of the mortgaged property holder, therefore the provisions of the contract must be applied to this case, thus applying the provision of article (120) Iraqi civilians, which states: "The entry into force of the contract does not affect mere miscalculation or material error, but must be corrected," nor did the Iraqi legislator address the issue of the impact of the lack of presentation data. Edit the mortgaged property above the statement.

Since Iraqi civil law did not refer to the provision of error or lack of presentation statements, we therefore propose to the Iraqi legislator to add a paragraph to the text of article (1308) civil so that the error or lack of a statement or more of the statements provided in the second paragraph of the above-mentioned article would result in the nullity of the declaration for the creditor who had made the error or the lack of its declaration and would have harmed it.

Section 3: The effects of disinfection of the mortgaged property:

The owner's offer to free the mortgaged property has two effects:

First effect:

Acceptance of the offer and the consequent personal obligation of the holder to the amount he has offered and the inviolability of it for the duration of the legal period, which is 30 days in Iraqi civil law¹.

The second effect:

Give creditors the choice between accepting or rejecting the value offered.

With regard to the first effect, the interest of creditors in accepting the offer is if the offer meets all their debts or is not expected to exceed the price at which the property can be sold forcibly and the acceptance is express or implied, in which it is usually sufficient for the creditor to leave the date of the option to expire without using its right to request the sale of the property and the interest of the creditors appears to accept the offer of the holder if the amount offered to them meets all their debts or the offer has reached the time of the option. A limit that is not expected to exceed the price that a property can result from putting the property up ^{for auction}².

⁽¹⁾ See: Article (1309) Iraqi civilian.

⁽²⁾ Al-Sanhouri, Abdul Razzaq, Brief in The Civil Code, Knowledge Facility, Alexandria, 1996 P. 557-558.

The acceptance of the holder's offer entails two effects:

First: The holder's personal obligation to pay the value offered, as the acceptance of the holder's offer entails that the latter become personally committed to paying the value offered not only by guaranteeing the mortgaged property but by guaranteeing all its funds.

Second: Clearing the mortgaged property: depends on the holder paying the amount accepted from it and clearing the property of all rights that it is burdened with, whether mortgage rights or privilege¹, and the holder may request that all rights that weighed on the property be erased when the property was transferred to it.

With regard to the other effect of rejecting the offer, each creditor has a restricted right to the mortgaged property to reject the offer made by the holder. In this regard, it is sufficient for a single mortgage creditor to respond to the rejection of the offer, regardless of its rank, but this refusal must be accompanied by the request to auction the property, and the refusal shall be made by a declaration to the holder and to the former owner and signed by the student or his or her agent, and the refusal shall be expressed in the form of an advertisement made during the legal period, which includes the refusal of the holder's offer and the request to sell the property, and the applicant must deposit in the court fund sufficient amount to cover the expenses of the sale by bidding, as confirmed by the text of article (1309) Iraqi civilian: "Within 30 days of the notification of the last declaration, each creditor may mortgage and each sponsor of the documented right to request the sale of the property to be released, and the application shall be made with an advertisement addressed to the holder and the previous owner and the student must deposit in the court fund sufficient amount to cover expenses The sale is bid, and the amount it took may not be refunded in the expenses if no one is bid."

It should be noted that the above offered on the purge as a legal means of confronting the creditor dependent on the right to trace, is limited only to the holder of the mortgaged property subject to insurance, while the holder of the mortgaged property is subject to life, and the Jordanian and Iraqi legislators have only one means of countering the tracking of the mortgaged creditor, namely the debt judiciary.

⁽¹⁾ Mark, Solomon, former reference, p. 368.

Conclusion

At the end of our research, we reached conclusions and recommendations:

First: Results

1. That an insurance mortgage is a subsidiary right arising from a formal contract to ensure that a personal right is fulfilled by the mortgaged creditor having the advantage of tracking the mortgaged property in any hand and executing it ahead of its ordinary creditors in the rank and the ordinary creditors.
2. The legal status of the mortgaged property holder is different from that of the accidental owner of the mortgaged property as a tenant, as well as from the in-kind sponsor and heir.
3. The holder of the property in its legal position in the face of the mortgaged creditor is based on its in-kind liability within the limits of the property mortgaged by the secured debt.
4. The Jordanian legislator did not provide for procedures for clearing the mortgaged property other than the Iraqi legislator who organized the measures.

Third: Recommendations:

1. The need to establish legal regulation of procedures for the clean-up of the property that is subject to Jordanian law, as the Iraqi legislator did in articles (1308, 1309).
2. The Iraqi legislator in article (1308/2) must deal with the penalty for violating the procedures for the liberation of the mortgaged property by arranging for the mortgaged creditor who had been wrongly or underreported to arrange for the invalidation of the mortgaged creditor, which had been wronged or had been detrimental to it.

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