

(a) A document executed by a mortgagor or mortgagee setting forth the principal amount; executing parties are bound by the amount specified.  
(b) A document issued by a lessee at the request of the lessor attesting to the terms of an existing lease. Usually used during the offering for sale of the lessor's premises.

5/33

**An index of the change in prices of various commodities and services, providing a measure of the rate of inflation.**

1/33

**A landlord's action that interferes with the tenant's use or possession of the property. Eviction may be actual or constructive.**

6/33

In a net lease, the prorata share of common area expenses charged back to the lessee for the maintenance of the common area. The lessor usually collects an estimated sum each month along with the base rent toward the actual maintenance charge. The charges are usually reconciled annually.

2/33

**One in which the rental amount remains the same for the entire lease term; also called flat, straight, or gross lease.**

7/33

An adjustment made to wages in many labor contracts and in social security entitlements based on an index tabulated by the federal government called the consumer price index (CPI). In real estate, the rent in many leases is annually adjusted according to changes in the CPI.

3/33

**A lawsuit filed by the lessor seeking possession of his unit through the eviction of the lessee. Commonly referred to as an eviction suit.**

8/33

**One in which the rental amount changes in proportion to the lessor's costs of ownership and operation of the property.**

4/33

Provides that persons leasing residential property with five or more units cannot withhold any part of a security deposit for compensation for property damage unless an itemized statement of the damage along with the estimated or actual cost of repairs is provided to the lessee.

13/33

**One in which the rental amount changes in specified amounts over the lease term.**

9/33

**One in which the rental amount changes in proportion to changes in the Consumer Price Index.**

14/33

**One in which the lessor pays all costs of operating and maintaining the property and real property taxes.**

10/33

A contract wherein a landlord gives a tenant the right of use and possession of property for a limited period of time in return for rent.

15/33

**A lease of unimproved land.**

11/33

**A tenant under a lease.**

16/33

**A tenant who remains in possession of property after a lease terminates.**

12/33

A clause in a lease giving the lessee the right to renew the lease. The right to renew usually provides for an increase in rent.

21/33

## A landlord under a lease.

17/33

One in which the rental amount is a combination of a fixed amount plus a percentage of the lessee's gross sales.

22/33

The failure to use the amount of care a reasonable person would under a particular circumstance.

18/33

A lease that automatically renews for successive periods unless terminated by either party; also called an estate from year-to-year.

23/33

One in which the lessee pays a fixed amount of rent plus the costs of operation of the property.

19/33

Mutual or successive interests in a contractual relationship such as buyer/seller or lessor/lessee.

24/33

The lender agrees to keep intact the leases of the current tenants should the lender foreclose on the mortgagor.

20/33

Deposit given to the lessor by the lessee for the purpose of providing money to be forfeited if the lessee defaults or damages the property.

29/33

Use or possession of property that is undisturbed by an enforceable claim of superior title.

25/33

The removal of a tenant by the landlord because the tenant breached a condition of a lease or other rental contract. Also known as actual eviction.

30/33

One in which changes in rental amount are based on changes in property value, as demonstrated by periodic reappraisals of the property.

26/33

The transfer of only part of a lease term with reversion to the lessee.

31/33

A future estate in real property created by operation of law such as the interest in a property held by a lessor or held by the grantor of a life estate.

27/33

The conveyance of a leasehold estate back to the lessor before the expiration date of the leasehold.

32/33

A transaction whereby an owner sells a property to an investor who immediately leases the property to the seller as agreed in the sales contract.

28/33