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THIS INSTRUMENT WAS PREPARED BY: KATHRYN M. LUCHT

85 282 794

MORTGAGE

00065643-9

THIS MORTGAGE ("Security Instrument") is made this

7TH NOVEMBER day of

, between the Mortgagor,

SUSAN V. WEST/SPINSTER

(herein "Borrower"), and the Mortgagee,

INSTITUTION AL MORTGAGE INVESTORS ILLINOIS, INC. a corporation organize, and existing under the laws of The United States, whose address is 60521 201 EAST OGJEN AVENUE-STE. 116, HINSDALE, ILLINOIS (herein "Lender").

WHEREAS, Borrower is mostled to Lender in the principal sum of

THOUSAND AND NO/100---

NOVEMBER 7, 1985 Dollars,

(herein "Note"). which indebtedness is evidenced by Fortower's note dated providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 1, 2000

TO SECURE to Lender (a) the repayment of the in tebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance he ewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) ne epayment of any future advances, with interest thereon, Borrower does hereby mortgage, grant and convey to Lender the following ue en ed property located in the County of ,State of Illinois

UNIT NUMBER 7C, IN OAKDALE TOWERS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 6 AND THE EAST 16 2/3 FEET OF LOT 7 IN BLOCK 2 IN G71 BERT HUBBARD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25371311 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

14-28-118-045-1026

DEOR COMETY, ILLI<mark>NOIS</mark> FILITION OF CORD

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431 OAKDALE, UNIT 7-C, CHICAGO which has the address of ILLINOIS (herein "Property Address"):.

(City)

(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, ren royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

DPS 58

70-12-688 DF Milen

The premiums required mortgage insurance as a condition of making the loan secured by this Security Insurance that payment.

The premiums required mortgage insurance as a condition of making the loan secured by this Security Insurance that is a condition of making the loan secured by this Security Insurance in accordance the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower or its agent may make reasonable entries upon and inspection.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security pare to do so.

attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then Lender covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

7. Protection of Lender's Rights in the Property; Mortgage Insurance, If Borrower fails to perform the agrees to the merger in writing.

with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or scholance and Maintenance of Property is detectionate or commit waste. If this Security Instrument is on a leaschold, Forrower shall comply Property to detectionate or commit waste. If this Security Instrument is on a leaschold, Forrower shall comply to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immedia'rly prior to the acquisition. Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from da nage to the Property prior due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments telerred to in paragraphs 19 and 2 or change the amount of the payments referred to in paragraphs 19 the

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal anal mot extend or postpone the whether or not then due. The 30-day period will begin when the notice is given.

proceeds. Lender may use the proceeds to repair or restore the Property or to pay sun, secured by this Security Instrument, Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower of andons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a clair, 1 an Lender may collect the insurance economically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this damaged, if the restoration or repair is economically feasible and Lender's securiting not lessened. If the restoration or repair is not Unless Lender and Borrower otherwise agree in writing, insurance proceed. anall by applied to restoration or repair of the Property

loss if not made promptly by Borrower,

renewal notices. In the event of loss, Borrower shall give prompt notice to the furrance carrier and Lender. Lender may make proof of the right to hold the policies and renewals. If Lender requires, Borrower sha'r p ompely give to Lender all receipts of paid premiums and

All insurance policies and renewals shall be acceptable to Lende a id shall include a standard mortgage clause. Lender shall have shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

5. Hazard Insurance, Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverege" and any other hazards for which Lender requires insurance. This insurance carrier providing the insurance insurance cannot be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance

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Security Instrument, Lender may give Borrower a nour e it entitying the lien. Borrower shall satisfy the lien or take one or more of the to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this feiture of any part of the Property; or (c) secures in the holder of the lien an agreement satisfactory to lender subordinating the lien against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forthe payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends

Borrower shall promptly discharge any list which has priority over this Security Instrument unless Borrower (a) agrees in writing to directly. Borrower shall promptly furnita to Lender receipts evidencing the payments.

Borrower shall promptly furnish to Carder all notices of amounts to be paid under this paragraph. If Borrower makes these payments actain priority over this Security! "crumment, and leasehold payments or ground rents, if any, Borrower shall pay these obligations in the manner manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may under paragraph 2; fourth, to interest due; and last, to principal due.

shall be applied: first, 101, ite charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable 3. Application of Pay ments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 by this Security Lawrent.

sale of the Prope, (y or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured Lender. If under pragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the

Upon product in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by more paymen's as required by Lender.

sufficient to pay the eserow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not eserow items, shall exceed the amount required to pay the eserow items when due, the excess shall be, at Borrower's option, either

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the

sums secured by this Security Instrument.

debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency future escrow items.

ments or ground rents on the Property, if any: (c) yearly hazard insurance premiums: (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of and assessments imposed by governmental bodies which may attain priority over this Security Instrument: (b) yearly leasehold payday monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the

evidenced by the Note and any prepayment and late charges due under the Note.

I. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:

UNOFFICIAL COPY: 7 9 4

THIS CONDOMINIUM RIDER is made this	<u>7TH</u>	day of	NOVEMBER	
19.85., and is incorporated into and shall be deeme				st or Deed
to Secure Debt (herein "security instrument") dat	ed of even date	herewith, given	by the undersigned	ed (herein
to Secure Debt (herein "security instrument") dat "Borrower") to secure Borrower's Note to INSTI	TUTIONAL MO	RTGAGE INV	/ESTORS ILLII	nois, inc.
(herein "Lender") and				
located at 431 OAKDALE, UNIT 7-C, C	HICAĞO, ILL	INOIS 6065	57	
	(Property Address)			,
The Property comprises a unit in together with an i	undivided interest	in the common	elements of, a con	dominium
The Property comprises a unit in, together with an project known as OAKDALE TOWERS COND	OMINIUM			
	(Name of Condomini	um Project)		
(herein "Condominium Project")).			
CONDOMINIUM COVENANTS. In addition to the		greements mad	e in the security ii	nstrument,
Borrower and Lender further covenant and agree as fo				• .•
A. Assessmerals. Borrower shall promptly pay,				
or other governing body of the Condominium Project				ons of the
declaration, by-laws, code of regulations or other cons				
B. Hazard Insurance. So long as the Owners				
Condominium Project which provides insurance cover				
coverage," and such other hazrid; as Lender may req	uire, and in such r	imounts and for	such periods as Le	ender may
require, then:				
(i) Lender waives the provision in Uniform		ie monthly payn	nent to Lender of o	ne-twelfth
of the premium installments for hazard insurance on the				
(ii) Borrower's obligation under Uniform	Covenant 5 to r	naintain hazard	insurance coverag	ge on the
Property is deemed satisfied; and				
(iii) the provisions in Uniform Covenant				
superseded by any provisions of the declaration by-				
Condominium Project or of applicable law to the ext				
the provisions of Uniform Covenant 5. For any per o				
maintained, the immediately preceding sentence shall		ive no force or	effect. Borrower	shall give
Lender prompt notice of any lapse in such hazard insur				
In the event of a distribution of hazard insurance				
the Property, whether to the unit or to common elemen	its, any such proce	eds payable to E	Borrower are hereby	assigned
and shall be paid to Lender for application to the sur	ns secured by the	security instrum	nent, with the exces	is, if any,
paid to Borrower.	. (/,			
C. Lender's Prior Consent. Borrower shall not,		e to Lender and	l with Lender's pric	or written
consent, partition or subdivide the Property or consent				
(i) the abandonment or termination of the				
provided by law in the case of substantial destruction by	thre or other casua	lty or in the case	of a taking by cond	emnation
or eminent domain;				
(ii) any material amendment to the declarat				
or equivalent constituent document of the Condominiu			ed to, any amendme	ent which
would change the percentage interests of the unit owner				
(iii) the effectuation of any decision by the	Owners Associatio	n to terminate p	rofessional manager	ment and
assume self-management of the Condominium Project.				
D. Remedies. If Borrower breaches Borrower's				
to pay when due condominium assessments, then Le			provided ander the	security
instrument, including, but not limited to, those provided	l under Unitorm Co	ovenant 7.		
IN WITNESS WHEREOF, Borrower has executed this	a Candaminium Di			
IN WITNESS WHEREOF, DOFTOWER has executed this	s Condominani Ki	uci.		
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CHOM H MECE				
SUSAN V. WEST —Borrow	Bf		•	-Borrower
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—Barrowe	er		*	-Borro
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Property of Cook County Clerk's Office

9. Condemnation. The proceed of any award or claim of damage direct process till, it connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any applications of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Success is and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument should be did and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a' is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and may other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges, If the for a recured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Portower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Right: If maximent or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforce obligacording to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and any invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as per sixed in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be go eried by federal law and the law of the garisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note i re di clared to be severable.
 - 16. Borrower's Copy. Barrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any proof the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold, assigned or transferred and Boardwer is not a natural person) or if Borrower enters into Articles of Agreement for Deed or any agreement for installment sale of the Property of the beneficial interest in Borrower (and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by his Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies per mided by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occured. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forcelosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the forcelosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and forcelosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may forcelose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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BOX 333-M1

HINSDALE, ILLINOIS 60521 SOI EAST OGDEN AVENUE-STE. 116 HINSDALE, ILLINOIS, INC.

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	Jo Aup	Given under my hand and official seal, this
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free and voluntary act, for the uses and	e aug triospad un Cap estradur Storag p	ubscribed to the foregoing instrument, appeare agned and delivered the said instrument as
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2		
	0/	SUSAN V. WEST/SPINSTER
r said county and state, do hereby certify that	ACCE, a Nower Public in and for	277727127
:s	County sa	STATE OF HANOIS.
	41	()
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13 with 16	13 #KI 1/1-E	SUSAN V. WEST
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	cuted this Mortgage.	IN WITNESS WHEREOP BUTTIWOT has exc
	21. 115	rider(s) executed by bor owe and recorded wi
entained in this Security Instrument and in any		
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(an)	Adjustable Rate Loan Convertible Ri	□ Other(3) 300(1)
anhi	Planned Unit Development Rider	
🗖 2-4 Family Rider	Condominium Rider	
		and the second s

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument. [Check applicable box (es)] and agreements of this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Borrower shall pay all costs or recordation, if any.

secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with with charge to Borrower, for reasonable costs of preparation and delivery of a release deed. Borrower and Lender agree that if the Federal Home Loan Montgage Corporation buy all or some of the Lender's interest Federal Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's interest under this Security Instrument, such preparation and delivery of a release deed shall be without charge. Morwithstanding the foregoing

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any costs collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of role including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums