

**Rosenthal v Gordon**

2026 NY Slip Op 31935(U)

April 30, 2026

Supreme Court, Kings County

Docket Number: Index No. 23386/2004

Judge: Gina Abadi

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At an IAS Term, Part 18 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse thereof at 360 Adams St., Brooklyn, New York on the 30<sup>th</sup> day of April 2026.

P R E S E N T:

HON. GINA ABADI,  
J.S.C.

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SCOTT G. ROSENTHAL, 1876 BLEECKER LLC, 62-64  
S. ELLIOT LLC, 1342 BERGEN LLC, and SCHAEFFER  
HOLDINGS LLC,

Index No.: 23386/2004

Plaintiffs,

TRIAL DECISION

-against-

NICHOLAS GORDON a/k/a NICK GORDON  
d/b/a A-1 MANAGEMENT d/b/a A-1 REALTY  
d/b/a A-1 MANAGEMENT, INC.,

Defendants.

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**BACKGROUND**

On March 26, 2002, Plaintiff Scott R. Rosenthal (“Rosenthal”) and Defendant Nicholas Gordon (“Gordon”) entered into a written agreement regarding the real property located at 62-64 South Elliot Place, Brooklyn, New York (“Elliot Properties”). The agreement established a three-part transaction consisting of a sale of the property to Rosenthal, a leaseback to Gordon, and an “option” for Gordon to repurchase the property within five years. Under the terms of the contract, the purchase price was \$1,075,000, which included a \$275,000 credit for the transfer from Rosenthal to Gordon of a separate property located at 1876 Bleecker Street (“Bleecker Property”). The closing for the Elliot Properties occurred on August 13, 2002 (“the closing”), however, the deed for the Bleecker Property was not delivered to defendant at that time. After the closing, Gordon continued to manage the Elliot Properties and continued to reside in the Bleecker Property. Approximately one month after the closing, Gordon made his first monthly payment of \$8,000 to

Rosenthal, per his obligation under the March 26, 2002 contract. Gordon continued to make these payments for eleven (11) consecutive months. On July 22, 2004, Gordon was served with a Notice to Quit on the Bleecker Property (Ex H). On July 26, 2004, Plaintiffs commenced this action by filing a summons and verified complaint. Although a warrant of eviction was subsequently ordered in Housing Court on September 28, 2004, Justice Schneier stayed the warrant on October 8, 2004, noting that Rosenthal agreed not to execute the eviction. Rosenthal did not pursue the warrant of eviction thereafter.<sup>1</sup> After numerous hearings and proceedings in this Court, the Bleecker Property was transferred to Gordon pursuant to a stipulation dated November 3, 2011.

The only remaining issue in this action is Gordon's fifth counterclaim for breach of contract. Plaintiffs allege that Gordon breached the contract by failing to make required leaseback payments and failing to maintain the Elliot Properties. Gordon counterclaims that Rosenthal breached the agreement by failing to deliver the deed to the Bleecker Property at the time of the Elliot Properties closing. Gordon maintains that the contract was a sale, leaseback, and repurchase contract, not an option contract. Gordon contends that he did not default under the terms of the contract because he delivered 16 checks to Rosenthal, but that Rosenthal only deposited 11 of the checks.

## CONCLUSIONS OF LAW

"The essential elements of a cause of action to recover damages for breach of contract are the existence of a contract, the plaintiff's performance pursuant to the contract, the defendant's breach of its contractual obligations, and damages resulting from the breach. A written agreement

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<sup>1</sup> Rosenthal testified that he tried to evict Gordon "out of panic, mostly" Rosenthal Direct, April 20, 2026, Trial Tr. 550:2. Rosenthal testified that Gordon was never evicted from the Bleecker Property and Rosenthal eventually consented to the stay of eviction due to the inaccuracies in his own testimony in the eviction proceeding and the complaint.

that is complete, clear and unambiguous on its face must be enforced according to the plain meaning of its terms.” *Herskowitz v Wesley Hills Ctr., LLC*, 203 AD3d 1031 (2d Dept 2022).

“Parol evidence—evidence outside the four corners of the document—is admissible only if a court finds an ambiguity in the contract. As a general rule, extrinsic evidence is inadmissible to alter or add a provision to a written agreement.” *Schron v Troutman Sanders LLP*, 20 NY3d 430, 436 (2013).

“The doctrine of anticipatory breach provides that a wrongful repudiation of the contract by one party before the time for performance . . . relieves the nonrepudiating party of its obligation of future performance and entitles that party to recover the present value of its damages from the repudiating party's breach of the total contract. For an anticipatory repudiation to be deemed to have occurred, the expression of intent not to perform by the repudiator must be positive and unequivocal.” *JP Pizza Eastport, LLC v Luigi's Main St. Pizza, Inc.*, 238 AD3d 865, 867 (2d Dept 2025). “It is well settled that an anticipatory breach of a contract is one that occurs before performance by the breaching party is due.” *Kaplan v Madison Park Group Owners, LLC*, 94 AD3d 616, 618 (1st Dept 2012), *lv denied* 20 NY3d 858 (2013).

“Where a contract for the sale of real property does not make time of the essence, the law permits a reasonable time in which to tender performance, regardless of whether the contract designates a specific date for performance. Where time was not made of the essence in the original contract, one party may make time of the essence by giving proper notice to the other party and avail himself [or herself] of forfeiture on default. The notice setting a new date for the closing must (1) give clear, distinct, and unequivocal notice that time is of the essence, (2) give the other party a reasonable time in which to act, and (3) inform the other party that if he [or she] does not perform by the designated date, he [or she] will be considered in default. What constitutes a

reasonable time for performance depends upon the facts and circumstances of the particular case. Included within a court's determination of reasonableness are the nature and object of the contract, the previous conduct of the parties, the presence or absence of good faith, the experience of the parties and the possibility of prejudice or hardship to either one, as well as the specific number of days provided for performance.” *Kugel v Reynolds*, 228 AD3d 743, 747 (2d Dept 2024).

### **FINDINGS OF FACT**

On or about March 8, 1996, Defendant Nicholas Gordon became the fee owner of the Bleecker Property. Gordon borrowed \$175,000 from UMG Funding Group, Inc., and secured said loan with a mortgage on the Bleecker Property, which was subsequently assigned to Contimortgage Corp. In 1998, Defendant Gordon obtained two additional loans secured by the Bleecker Property: a \$200,000 mortgage from American Business Credit, Inc. on May 18 and a \$60,500 loan from Beneficial Homeowners Corp. on November 2. Gordon eventually defaulted on the original \$175,000 loan. On or about April 13, 1999, Contimortgage Corp. commenced a foreclosure action against the Bleecker Property, assigning the mortgage and pending foreclosure action to 39 Wood Realty Corp. on July 20, 2000.

During the pendency of the foreclosure of the Bleecker Property, Gordon contacted his attorney, John Murray (“Murray”), for assistance. Murray solicited Rosenthal to assist Gordon with the Bleecker Property, which culminated in an agreement to execute a “friendly foreclosure.” Under the plan, Rosenthal acted as a “straw buyer” for Gordon’s Bleecker Property. Rosenthal’s entity, 1876 Bleecker, LLC, agreed to purchase the 39 Wood Realty Corp. loan and continue the foreclosure action, with the understanding that Gordon would eventually buy the property back. Gordon testified to his involvement in the arrangement, stating, “I was in contract with 39 Wood Realty. I’m the one who put that together.” P 337, line 14-15.

On August 1, 2001, Rosenthal's 1876 Bleecker, LLC purchased 39 Wood Realty Corp.'s note, mortgage, and foreclosure action for a total of \$200,000, of which Rosenthal provided \$190,000 and Gordon contributed \$10,000. Murray represented Rosenthal throughout the purchase and the subsequent foreclosure action against the Bleecker Property. At the foreclosure auction held on August 10, 2001, Rosenthal was the high bidder. The sale foreclosed the liens held by American Business Credit, Inc. and Beneficial Homeowners Corp., and Rosenthal became the owner of the Bleecker Property. On August 29, 2001, Murray attended the title closing on behalf of Rosenthal and accepted the deed from the Referee, Richard Benson. On or about August 29, 2001, Rosenthal paid approximately \$43,000 to satisfy two New York City Tax Liens on the Bleecker Property. The Referee's Report of Sale indicated a deficiency of \$307,221.09, however, Rosenthal did not seek to enforce this deficiency. Gordon testified that following the foreclosure, the junior mortgages were "wiped out" P 346, linr 24.

On October 9, 2001, Murray drafted an option contract for Gordan to repurchase the Bleecker Property. The parties agree that defendant Gordon signed the draft agreement regarding the Bleecker Property<sup>2</sup>, and secured said loan with a mortgage<sup>2</sup> on the Bleecker Property. The draft provided that Gordon could exercise the option by tendering a down payment and providing timely notice via registered mail or personal delivery on or before October 31, 2005. Rosenthal never signed the draft option agreement regarding the Bleecker Property Murray had drafted.

Before 2001, Gordon held title to the Elliot Properties, which were encumbered by a short-term mortgage from Victory State Bank. When the bank declined to extend the loan, Gordon sought Rosenthal's assistance. Following negotiations in early 2002, the parties executed a modified proposal, frequently referred to at trial as a "back of the napkin" contract, to facilitate the

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<sup>2</sup> The Court notes that Exhibit 11, which is the draft option agreement, is unsigned. However, Gordon agreed that he had in fact signed it. P 378-379

refinancing and transfer of the properties. To implement this agreement, Rosenthal purchased the Victory State Bank note and mortgage. At the August 13, 2002 closing, Gordon transferred the Elliot Properties to Rosenthal. Rosenthal then secured an \$800,000 mortgage from North Fork Bank, using the proceeds to reimburse his own entity for the purchase of the original Victory State Bank mortgage. Gordon received \$467,697.17 in net sales proceeds from the transaction. Simultaneously, Gordon repurchased the Bleecker Property from Rosenthal, who also forgave a \$43,000 tax lien on that property.

Murray failed to produce the deed to the Bleecker Property at the August 13, 2002 closing; consequently, Rosenthal did not transfer title or ownership to Gordon at that time. The transfer was only completed on November 3, 2011, after the Court so-ordered a signed stipulation requiring Rosenthal to convey the deed to Gordon.

**Defendant Breached the March 26, 2002 Agreement by failing to make the monthly rent payments, water, sewer, and insurance, and by incurring DOB violations.**

The March 26, 2002 agreement, which detailed the sale of the Elliot Property to Rosenthal, granted Gordon a five-year lease and a repurchase option. Under the contract, defaults included non-payment of rent or insurance, as well as the incurrence of DOB and HPD violations.

To prevail on his counterclaim, Gordon was required to prove his own performance under the agreement. He failed to meet this burden, specifically regarding his payment obligations. While both parties agree Gordon made 11 payments, their testimony conflicted: Rosenthal testified that Gordon mailed individual monthly checks, whereas Gordon claimed on direct examination to have provided 16 post-dated checks, a statement he later contradicted on cross-examination.

Q. When did you give Mr. Rosenthal those 16 postdated checks of \$8,000 each?

A. When was this closing? I'm sorry.

Q. The closing was August 13, 2002.

A. It could have been maybe two months afterwards or three. Again, we're going back years ago. Because, you know, we used to meet. So that's how that happened.

Q. So it wasn't the first check that you gave him 16 checks. You gave him one check at some time after the August 2002 closing; is that correct?

A. That was his idea, yes.

Q. I didn't ask whose idea it was. The first check of \$8,000 that came to Mr. Rosenthal pursuant to the A1 exhibit agreement, was that a single check or was that multiple checks that you gave him?

A. That was a single.

Q. Did you say probably a single?

A. That was a single.

Q. That was a single. Did you hand that check to him or mail that check to him?

A. It's been a long time. I might have mailed it. I'm not sure.

Q. Was it your practice to mail it with a certificate of mailing or just First-Class Mail at that time?

A. No, that was regular mail.

Q. All right. And do you know what month that first payment was made by you

A. If you're saying it's August, it's got to be September; right?

Q. And what about the second payment, the one that was due the month after? Was that a single check that was made or was that multiple checks that was made?

A. I'm not here to guess. I'm not sure. It could have been the second single payment. It's been a long time. You're talking about twenty-something years. So if you have anything that you could help me with, that would be great.

Q. Did you keep copies of every check that you mailed to Mr. Rosenthal before you mailed them?

A. Copies, it's possible. Again, it's been years. So, you know, it's possible, yes or no. I'm not sure.

Gordon Cross-Examination, April 16, 2026, Trial Tr. 305:16 – 307:5.

On direct examination Rosenthal testified that he did not receive the 12<sup>th</sup> payment from

Gordon:

Q. Okay. So after August or September of 2003, did you ever receive any other payments from Mr. Gordon of any kind whatsoever?

A. None.

Q. So when the due date of the 12th payment came due either August or September of 2003, did there come a time that you tried to contact Mr. Gordon about that missing 12th payment?

A. Yes. In that month that the payment was not received, I had the next -- that mortgage payment to pay. I reached out.

Q. How did you reach out?

A. Telephone.

Q. Did you speak with Mr. Gordon at that time?

A. Yes, I did.

Q. What did you say to him, and what did he say to you?

A. I asked him for the payment. He said he would mail it. It never came. I followed up. It still never came, and that was pretty much the pattern over the next few months.

Q. Well, over the course of the next 30 days after that first call, approximately, how many times did you reach out to Mr. Gordon?

A. Half a dozen, six times, maybe.

Rosenthal Direct Examination, April 20, 2026, Trial Tr. 540:16 – 541:13.

Rosenthal testified that Gordon eventually stopped answering his calls and failed to return messages. Consequently, Rosenthal requested a “mediation meeting” through Murray. According to Rosenthal’s testimony, Gordon stated during this meeting that he would attempt to secure the necessary payments. Despite Gordon’s continued non-payment, Rosenthal maintained the

mortgage payments on the property. Rosenthal eventually decided to pursue legal action after allegedly receiving threatened from Gordon. *See* Rosenthal Direct, April 20, 2026, Trial Tr. 545:8.

Gordon failed to produce copies of the 16 checks allegedly delivered to Rosenthal or any other evidence of their delivery. When questioned about his failure to contact Rosenthal regarding the uncashed checks as of August 2023, Gordon testified: “next day I called him. I called him. I must have called him every day at least 20, 30 times to see what's going on, but he stopped reaching out to me at all.” Gordon Direct, April 14, 2026, Trial Tr. 213:20. Gordon further testified that, after receiving no response, he reached out to Murray, who had originally referred him to Rosenthal, and Murray agreed to intervene. While a meeting was eventually held “within the six, seven-month window...of the 11th check.” *Id.* 211:15-18. Gordon offered no evidence of written correspondence or copies of letters sent to Rosenthal in an attempt to facilitate payment.

The Court finds Gordon’s testimony regarding his alleged attempts to continue making payments to Rosenthal to be not credible. Although Gordon claimed to have called Rosenthal 20-30 times a day, he waited six to seven months after his final payment to meet with Rosenthal. Gordon also admitted he made no attempt to locate Rosenthal in person. Furthermore, even if the Court were to credit Gordon’s claim that he delivered all 16 checks, the parties’ meeting occurred after the 16<sup>th</sup> check’s scheduled deposit date, and Gordon admittedly failed to make any payments thereafter.

The Court finds Rosenthal’s testimony with respect to delivery of the checks credible. He testified that he received the check each month in the mail and stopped receiving them after the 11<sup>th</sup> check. The Court finds that by failing to make timely payments, Gordon breached the contract. Moreover, defendant does not detail what attempts he made to pay the rent from August 2003 until

July 26, 2004. Gordon's argument that he was entitled to receive a default notice is unconvincing.

Nowhere in the contract did it provide for a default notice.

Gordon breached another term of the contract by failing to pay water or sewage charges or insurance on the Elliot Properties. Gordon does not dispute that he didn't pay, but simply states that the bills were not mailed to him, so he did not know about them. However, it was still his duty to pay these bills and maintain insurance under the terms of the Agreement. Gordon's default was never cured. Gordon breached yet another term of the contract by accruing DOB violations, an explicit even of default under the Agreement. Moreover, the contract provides that should defendant accrue HPD or DOB violations, it would be a term of default.

Finally, Gordon's argument that Rosenthal engaged in anticipatory repudiation of the Agreement by bringing the instant action is without merit. An anticipatory repudiation occurs when one party expresses a clear intent not to perform a future obligation under the contract. Repudiation relieves the non-repudiating party of his obligations to perform under the contract. Here, Gordon breached the Agreement before Rosenthal brought the instant action on July 26, 2004. *See Kaplan v Madison Park Group Owners, LLC*, 94 AD3d at 618, *Supra*. Gordon defaulted on the Agreement by failing to tender monthly payments to Rosenthal as required under the Agreement beginning in August 2003. Gordon again defaulted on the Agreement by failing to pay the water or sewage charges on the Elliot Property as required under the Agreement. Finally, Gordon defaulted on the Agreement by accruing DOB violations on the Elliot Property in violations of the Agreement's terms.

**Delivery of the Bleecker Properties did not have to occur simultaneously with the execution of the August 13, 2002 Contract.**

The Court finds that per the August 13, 2002 agreement, the Bleecker Property did not have to be delivered simultaneously. Gordon knew at the time of closing that he was not gaining title to the Bleecker Party, yet elected continue with the closing anyway. Gordon stated:

Q. And did you expect Mr. Murray to bring the documents that needed to be completed to -- in order to record the Bleecker deed at that closing, the ACRIS documents, the RPT, the 584, other documents that are required to record a deed, did you expect Mr. Murray to bring those documents to the closing?

A. It was definitely not Murray.

Q. Did you expect anyone to bring those documents to the closing?

A. Exactly what Mr. Rosenthal said. He was going to bring the deed and all the documents.

Q. When you got to the closing on August 13, 2002, did you immediately learn that there was no deed to the Bleecker property at that closing, or did you learn that some time later?

A. At closing I asked Rosenthal about the deed. He said to me that he will get it to me as soon as he can. I said, where is the deed? He says, I'll get it to you afterwards, and that never happened.

Gordon Direct Examination, April 17, 2026, Trial Tr. 387:13 – 386:6.

Q. When you found out that the Bleecker deed was not at the closing table, you could have stood up and walked out; correct?

A. Yes.

Q. And if you stood up and walked out, there would have been no closing until some later time when the deed was actually there; correct?

A. Yes.

Q. But you did not do that. You did not walk out of that closing. You did sign the Elliot deed to Mr. Gordon's entity on that day; isn't that true?

A. Yes, but we had a contract.

*Id.* 387:2-13.

On direct examination, Rosenthal testified that Gordon's attorney should have brought the deed to the closing and that it was not his responsibility to bring it. He testified:

Q. Have you ever drafted a deed?

A. No.

Q. Did you ever tell Mr. Gordon that you would draft a deed to Bleecker?

A. No, I did not.

Q. Did you ever tell Mr. Gordon that you would bring a deed to the Bleecker premises to the closing in August of 2002?

A. No.

Q. Did you have an expectation when you went to that closing that a deed to the Bleecker premises would be there?

A. Yes.

Q. Who did you expect to draw such a deed?

A. The party that drafted all the other closing items, Mr. Murray.

Q. Did Mr. Murray in fact draw all the closing items that were necessary to buy the promissory note?

A. Yes.

Rosenthal Direct, April 20, 2026, Trial Tr. 525:17 – 526:8.

The Court finds that Gordon had reason not to accept the Bleecker property at the time of the closing and that it was the intent of the parties to deliver the deed to the Bleecker property at a later time. Gordon testified that he filed for bankruptcy in 2000 and when asked "does a bankruptcy filing impact your ability to have gotten financing back in 2001?" he answered "No." Gordon Cross, April 17, 2026, Trial Tr. 402:2-6. Gordon appeared to have difficulty obtaining financing, especially considering the bankruptcy and had incentive to close on August

13, 2002, even though he did not receive the deed to the Bleecker Property. The Court notes that Gordon admittedly lied on his Bankruptcy petition in 2001 when he listed only two properties under his assets, when he in fact owned more. *Id.* 410:3-19.

The Court notes that although the deed was delivered to defendant in 2011, it was never recorded.<sup>3</sup> Only the November 3, 2011 stipulation was recorded. Defendant continued to reside in the Bleecker Property after the closing and enjoy all the benefits that an owner would enjoy.

Defendant testified:

Q. And from the closing in 2002 to when you did get the deed in 2011, what is it that you couldn't do with the Bleecker property, if anything?

A. A whole lot of things. Couldn't rent. Could not rent the place.

Q. Explain that.

A. Well, without a deed, you can't sign a lease. I wanted to renovate, convert from five to nine apartments because the taxes were so expensive.

Q. Why couldn't you do that?

A. Because you're not the owner. I reached out. When you do anything with the -- anything without the deed, you're pretty much -- you're not a -- you're a nobody. So I could not challenge the taxes.

Q. What do you mean by that?

A. I could not challenge the taxes, Article 78.

Gordon Direct, April 14, 2026, Trial Tr. 281:2-17

However, Gordon testified that even after he recorded the 2011 stipulation, he did not file Article 78 proceedings to reduce the taxes until 2018. Although defendant originally testified that he could not obtain permits because he did not receive a deed from plaintiff at the closing,

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<sup>3</sup> At the deposition of Rosenthal on June 20, 2008, Rosenthal stated that he was willing to give Gordon the Bleecker Property deed. Gordon was present for the deposition, but it was unclear what steps he took to prepare a deed transfer. He stated he did not hire an attorney to prepare the transfer for signature. He also testified that Murray stated he did not want to be involved when he asked about preparing a deed transfer.

the Court finds this portion of his testimony unworthy of belief. Gordon stated, “without a deed, you can’t do – you can’t rent; you can’t finance, you have no control.” *Id.* 196:8-9. However, on November 13, 2001, after foreclosure of the Bleecker Property but before the transfer of the property to Gordon, defendant’s Engineer filed plans with the NYC Department of Buildings seeking a permit for defendant to change the use of the Bleecker Property from a five-family to a nine-family residence. The NYC Department of Buildings granted Nicholas Gordan a permit to change the use of the property and on September 3, 2002, the NYC Department of Buildings revoked the permit. The failure to transfer the property at the closing did not breach the March 26, 2002 agreement as alleged in defendant’s counterclaim because the August 13, 2002 contract did not necessitate a simultaneous transfer of the Bleecker Property.

The Court finds Gordon’s argument that Rosenthal was required to sell the Elliot Properties back to Gordon and that Gordon was required to purchase it unpersuasive. The March 26, 2002 Agreement did not oblige Nicholas Gordon to repurchase the Elliott Properties. Instead, the writing provided a five year option for Gordon to repurchase the Elliot Properties, providing he did not default on the terms of the contract.

Although Rosenthal did not deliver the Bleecker Property deed at the closing, the record does not establish that Rosenthal made a “positive and unequivocal” expression of intent not to perform. Gordon continued performing the contract and receiving its benefits by making monthly leaseback payments for over a year and continuing his possession of the Elliot Properties. As Gordon elected to continue the contract, he was not relieved of his obligation of future performance, ie, to pay rent, maintain insurance, and property taxes. Gordon’s failure to pay was

a default under the terms of the contract and since he did not exercise the repurchase option by then, this resulted in a permanent lapse of that right and title to the Elliot Properties which remains with Rosenthal.

The foregoing constitutes the decision and order of this Court.

ENTER:



HON. GINA ABADI  
J.S.C.

Hon. Gina Abadi  
J.S.C.

2026 MAY -5 A 9:28  
KINGS COUNTY CLERK  
FILED

**KINGS SUPREME COURT EXHIBIT SHEET**

**Trial Term:** 18

**Justice:** Gina Levy Abadi

**Caption:** Rosenthal v Gordon

**Index No.** 23386/2004

**Date(s) of Trial:** 4/13,14,16,17,20,21,23,27,30

**Court Reporter(s):** Vera Monaco

**PLAINTIFF**

**DEFENDANT**

Number	Identification	Evidence	Description of Exhibit	Letter	Identification	Evidence	Description of Exhibit
1		X	Acris	A		X	Fax and deal of contract
2		X	Certified Copy of Deed	A-1		X	Signed deal of contract
3		X	Certified copy of Mortgage	B		X	Letter and Cert of mailing
4		X	Certified copy of Mortgage	C		X	Pic of Checks
5		X	Certified copy of Mortgage of Bleecker	D		X	Complaint
6		X	Case file summary	E		X	Answer and Counterclaims
7		X	Closing Statement	F		X	Affidavit in opposition
8		X	Closing Documents of Purchase	G		X	Letter
9		X	Certified Deed	H		X	Notice to quit premises
10		X	Referees Report of Sale	I		X	Transcript
11		X	Option Contract				
12		X	Letter regarding Option Contract				
13		X	Mortgage Closing statement				
14		X	Record of property				
15		X	Record of property				
16A		X	Bankruptcy Petition				
<b>COURT EXHIBITS</b>							

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Number	Identification	Evidence	<i>Description of Exhibit</i>	Letter	Identification	Evidence	<i>Description of Exhibit</i>
16B		X	Schedule A – Real property				
16C		X	Bankruptcy declaration				
17A		X	Bankruptcy Petition				
17B		X	Schedule A – Real property				
17C		X	Bankruptcy declaration				
18	X		Certified copy- 33 Nevins				
19	X		Certified copy – 577 Warren				
20	X		Certified copy – 234 8 <sup>th</sup> St.				
21	X		Certified copy – 241 Jefferson				
22	X		Signed agreement betwn parties				
23	X		Partial deposition				
24		X	Copy of Escrow Acct Check				
25		X	Certificate of Occupancy Search				
26		X	Work Permit Appl – 1876 Bleecker				
27		X	Work Permot – 1876 Bleecker				
28		X	NYC DOB Complaints				

**COURT EXHIBITS**


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**PLAINTIFF**

**DEFENDANT**

Number	Identification	Evidence	Description of Exhibit	Letter	Identification	Evidence	Description of Exhibit
29	X		Partial Dispositon - Gordon				
30	X		Gas Meter Notice – 1876 Bleecker				
31	X		Notice of Court Ord - Bleecker				
32		X	Letter (Limited Scope)				
33		X	Policy Letter				
34		X	Tenants Complaint				
35		X	Tenants Complaint				
36		X	Tenant Rent Letter				
37		X	NYC DOB Violation				
38		X	Letter of Delinquent Taxes				
39		X	Water & Sewer Charges				
40		X	Water & Sewer Charges				
41	X		Brooklyn Union Gas Charges				
42	X		Keyspan Energy Bill				
<b>COURT EXHIBITS</b>							