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Prepared by:
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240 S. Pineapple Avenue
Sarasota, FL 34236

Return to:
Shannon Goulder
BridgeTrust Title Group
1717 Alliant Ave Ste 5
Louisville KY 40299
File Number: LB187002209-OS

W/S
HENV

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Special Warranty Deed

This Special Warranty Deed made this 2nd day of February, 2011, between Branch Banking and Trust Company, a North Carolina banking corporation, whose post office address is 360 Central Ave, Ste 1600, St Petersburg, FL 33701, grantor, and Sandra Ortega, a married woman, whose post office address is 57 East Main, Westerville, OH 43081, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of SIX THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$6,400.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Hernando County, Florida, to-wit:

Lot 8, Block 66, Ridge Manor Estates, Unit No. 4, according to the plat thereof, as recorded in Plat Book 11, Pages 1 through 22, of the Public Records of Hernando County, Florida.

Being the same property conveyed to Branch Banking and Trust Company by Certificate of Title dated June 8, 2010, of record in Book 2659, Page 828, Hernando County, Florida.

Parcel Identification Number: R23 122 21 0890 0660 0080

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
 Witness Name: SHARON DETZ

Branch Banking and Trust Company, a North Carolina banking corporation

[Signature]
 By
 Inez L. Pool, SA ORE Officer 1

[Signature]
 Witness Name: LYNN BUICE

State of Florida
 County of Pinellas

The foregoing instrument was acknowledged before me this 2nd day of February, 2011, by Inez L. Pool, SA ORE Officer 1 of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, on behalf of the Corporation, she (P) is personally known to me or () has produced _____ as identification.

[Signature]
 Notary Public

Printed Name: _____

My Commission Expires: _____

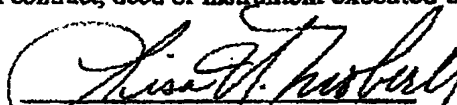


CERTIFICATE OF INCUMBENCY

I, the undersigned, being the duly elected and acting Assistant Secretary of Branch Banking and Trust Company ("BB&T"), a North Carolina banking corporation, hereby certify as follows:

1. I am familiar with BB&T's Articles of Incorporation and By-laws. A true excerpt of Article VI, Section 1 of the Bylaws is attached hereto as Exhibit A and incorporated here by reference.

2. Inez L. Pool, is a duly elected SA ORE Officer I of BB&T and is authorized to execute any and all contracts, deeds, and instruments that are credit or loan related on behalf of BB&T (including any instructions to securities intermediaries), in accordance with the By-laws of BB&T without any other signature or approval, and that such contract, deed or instrument executed by Inez L. Pool is binding upon BB&T.


Lisa I. Moberly, Assistant Secretary

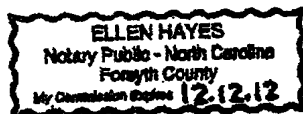
STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

I, a Notary Public of the County and State aforesaid, certify that Lisa I. Moberly appeared before me this day and acknowledged the execution of the foregoing instrument in her capacity as Assistant Secretary of Branch Banking and Trust Company, a North Carolina banking corporation.

Witness my hand and official stamp or seal, the 7th day of October, 2010.

My commission expires: December 12, 2012

(Notary Seal)




Notary Public

Exhibit A

ARTICLE VI

Contracts, Loans and Deposits

1. Execution of Contracts and Instruments: The Board of Directors may authorize such officers as it deems appropriate to enter into any contract or execute and deliver any instrument on behalf of the bank, and such authority may be general or confined to specific instances. Any resolution of the Board of Directors authorizing the execution of documents by the proper officers of the bank or by its officers generally and not specifying particular officers shall be deemed to authorize such execution by the Chief Executive Officer, the Chief Operating Officer, the President or any Senior Executive Vice President of the bank. In addition, unless the Board determines otherwise, each officer of the bank shall have such authority as may be incident to his or her particular office to enter into contracts and execute and deliver instruments on behalf of the bank.

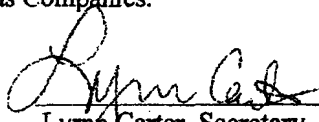
**CERTIFICATE OF INCUMBENCY
OF**

**ATLAS UNION SPE, LLC
ATLAS FL I SPE, LLC - ATLAS FL II SPE, LLC
ATLAS GA I SPE, LLC - ATLAS GA II SPE, LLC
ATLAS GA III SPE, LLC - ATLAS GA IV SPE, LLC
ATLAS MD I SPE, LLC
ATLAS NC I SPE, LLC - ATLAS NC II SPE, LLC
ATLAS SC I SPE, LLC - ATLAS SC II SPE, LLC
ATLAS SC III SPE, LLC
ATLAS VA I SPE, LLC - ATLAS VA II SPE, LLC
ATLAS TRI-STATE SPE, LLC**

I, the undersigned, being the duly elected and acting Secretary of the above listed companies (the "Atlas Companies"), all North Carolina limited liability companies, hereby certify as follows:

1. I am familiar with the Atlas Companys' Articles of Organization and Operating Agreement. A true excerpt of Section 12(a) of the Operating Agreement is attached hereto as Exhibit "A" and incorporated here by reference.

2. Inez L. Pool is a duly elected Vice President of the Atlas Companies and is authorized to execute all instruments, certificates and documents which he [she] in his [her] discretion deems necessary, convenient or desirable in order to carry out, perform and make effective the purposes of the Company in accordance with the Atlas Company's Operating Agreement without any other signature or approval, and that such instrument, certificate or other document is binding upon the Atlas Companies.

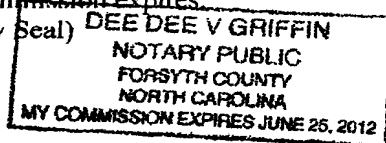

Lynn Carter, Secretary

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

I, a Notary Public of the County and State aforesaid, certify that Lynn Carter appeared before me this day and acknowledged the execution of the foregoing instrument in her capacity as Secretary of the Atlas Companies, all North Carolina limited liability companies.

Witness my hand and official stamp or seal the 3rd day of November, 2010.

My commission expires:
(Notary Seal)



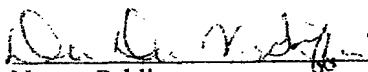

Notary Public

EXHIBIT "A"Section 6.12. Officers.

(a) The Board of Directors may, from time to time, designate and/or employ one or more individuals to be officers of the Company. Any officer so designated shall have only such authority and perform only such duties as the Board of Directors may, from time to time, expressly delegate to them; provided, however, that unless the Board of Directors otherwise determines, if the title assigned to an officer of the Company is one commonly used for officers of a business corporation formed under the North Carolina Business Corporation Act, then the assignment of such title shall constitute the delegation to such officer of the authority and duties that are customarily associated with such office, and provided further that the officers of the Company shall have the authority to pursue the business and purpose of the Company, including without limitation the authority to (i) acquire and retain for any period of time, any real or personal property, or interest in such property; (ii) sell, exchange, quitclaim, convert, partition, grant an option on, abandon or otherwise dispose of all or any part of any real or personal property or any interest in such property; (iii) take possession, custody, control and otherwise manage any real or personal property, or interest in such property, including, but not limited to, the authority (A) to protect, develop, subdivide and consolidate such property, (B) to lease such property upon any terms and conditions including options to renew or purchase and for any period or periods of time and to modify, renew or extend any existing leases, (C) to erect, repair, or make improvements to any building or other property and to remove existing structures, (D) to establish and maintain reserves for the maintenance, protection and improvements of such property and for other purposes, (E) to initiate or continue farming, mining or timber operations on such property, (F) to purchase and carry casualty and liability insurance, (G) to grant or release easements with respect to such property, (H) to dedicate or withdraw from dedication such property from public use, and (I) to join with co-owners in exercising any such powers; (iv) continue to own, or to form initially, and operate any business interest, whether in the form of a proprietorship, limited liability company, corporation, general or limited partnership, joint venture or other organization, including, but not limited to, the authority to effect incorporation, dissolution or other change in the form of the organization of such business interest, to dispose of any part of such business interest or acquire the interest of others, to continue, enter into, modify or terminate any agreements relating to any such business interest, and to invest capital or additional capital in or lend money to such business interest; (v) borrow money, upon any terms and conditions, secure the payment of any amount so borrowed by mortgaging, pledging or otherwise encumbering any real or personal property, or interest in such property, and modify, renew or extend the time for payment of any obligation, secured or unsecured, for any period or periods of time and upon any terms and conditions; (vi) lend money to any person upon any terms and conditions, modify, renew or extend the time for payment of any obligation, secured or unsecured, upon any terms and conditions, and foreclose as an incident to the collection of any obligation, any deed of trust or other lien securing such obligation, bid on the property at such foreclosure sale or otherwise acquire the property without foreclosure and to retain the property so obtained; (vii) demand, sue for or use other lawful means to obtain, collect, and take possession and control of any sums of money, debts, checks, accounts, interest, dividends, annuities, rents, goods, insurance benefits and any other claims and rights whatsoever which are now or may hereafter become due, owing or payable, and to compromise, settle, arbitrate, abandon or otherwise deal with any such claims; and (viii) do any and all things of any and every nature whatsoever and to execute all instruments, certificates and documents which they in their discretion deem necessary, convenient or desirable in order to carry out, perform and make effective the foregoing and the purposes and intent thereof. In its sole discretion, the Board of Directors is authorized to compensate (either through a written employment contract or otherwise) such individuals for such service.