UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
QUARTERLY PERIOD ENDED June 30, 2001

Commission File Number 0-2525

HUNTINGTON BANCSHARES INCORPORATED

MARYLAND	31-0724920
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

41 SOUTH HIGH STREET, COLUMBUS, OHIO 43287

Registrant's telephone number (614) 480-8300

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

There were 251,109,948 shares of Registrant's without par value common stock outstanding on July 31, 2001.

<Table>
<Caption>

HUNTINGTON BANCSHARES INCORPORATED

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</TABLE>

PART I. FINANCIAL INFORMATION

1. FINANCIAL STATEMENTS (UNAUDITED)

CONSOLIDATED BALANCE SHEETS

<TABLE>
<CAPTION>

(in thousands of dollars)	JUNE 30, 2001	DECEMBER 31, 2000	JUNE 30, 2000
<S>	<C>	<C>	<C>
ASSETS			
Cash and due from banks	$ 908,686	$ 1,322,700	$ 1,139,025
Interest bearing deposits in banks	4,893	4,970	4,976
Trading account securities	4,291	4,723	24,310
Federal funds sold and securities purchased under resale agreements	59,725	133,183	137,203
Loans held for sale	376,671	155,104	100,900
Securities available for sale - at fair value	3,190,686	4,090,525	4,357,699
Investment securities - fair value $15,159; $16,414; and $17,254, respectively	14,978	16,336	17,609
Total Loans (1)	21,127,862	20,610,191	20,522,443
Less allowance for loan losses	352,243	297,880	296,891
Net loans	20,775,619	20,312,311	20,225,552
Bank owned life insurance	824,062	804,941	784,070
Premises and equipment	457,749	454,844	439,007
Customers' acceptance liability	15,335	17,366	13,532
Accrued income and other assets	1,315,455	1,282,374	1,340,480
TOTAL ASSETS	$ 27,948,150	$ 28,599,377	$ 28,584,363
LIABILITIES AND SHAREHOLDERS' EQUITY			
Total Deposits (1)	$ 18,996,922	$ 19,777,245	$ 19,758,934
Short-term borrowings	2,585,773	9,987,759	1,720,611
Bank acceptances outstanding	15,335	17,366	13,532
Medium-term notes	1,983,603	2,467,150	2,939,150
Subordinated notes and other long-term debt	890,371	870,976	870,756
Company obligated mandatorily redeemable preferred capital securities of subsidiary trusts holding solely junior subordinated debentures of the Parent Company	300,000	300,000	300,000
Accrued expenses and other liabilities	822,624	812,834	714,726
Total Liabilities	25,594,628	26,233,330	26,317,709
Shareholders' equity			
Preferred stock - authorized 6,617,808 shares; none issued or outstanding	---	---	---
Common stock - without par value; authorized 500,000,000 shares; issued 257,866,255, 257,866,255, and 233,844,820 shares, respectively; outstanding 251,056,761, 250,859,470, and 228,502,954 shares, respectively	2,490,682	2,493,645	2,253,224
Less 6,809,494, 7,006,765, and 5,341,866 treasury shares, respectively	(125,095)	(129,432)	(122,245)
Accumulated other comprehensive income	(8,388)	24,520)	(105,987)
Retained earnings	(3,677)	26,354	241,662
Total Shareholders' Equity	2,353,522	2,366,047	2,266,654
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 27,948,150	$ 28,599,377	$ 28,584,363

</TABLE>

(1) See page 12 for detail of total loans and total deposits.

See notes to unaudited consolidated financial statements.

CONSOLIDATED STATEMENTS OF INCOME

<TABLE>
<CAPTION>

(in thousands of dollars, except per share amounts)	THREE MONTHS ENDED JUNE 30, 2001	THREE MONTHS ENDED JUNE 30, 2000	SIX MONTHS ENDED JUNE 30, 2001	SIX MONTHS ENDED JUNE 30, 2000
<S>	<C>	<C>	<C>	<C>
Interest and fee income				
Loans	$ 434,697	$ 448,597	$ 881,482	$ 888,243
Securities	55,434	66,891	119,268	140,042
Other	8,828	4,008	16,184	6,768
TOTAL INTEREST INCOME	498,959	519,496	1,016,934	1,035,053
Interest expense				
Deposits	170,288	192,213	355,369	374,862
Short-term borrowings	30,039	25,216	63,202	49,980
Medium-term notes	32,940	48,839	69,603	99,197
Subordinated notes and other long-term debt	17,659	20,422	37,603	37,517
TOTAL INTEREST EXPENSE	250,926	286,690	525,777	561,556
NET INTEREST INCOME	248,033	232,806	491,157	473,497
Provision for loan losses	117,495	15,834	150,959	31,535
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES	130,538	216,972	340,198	441,962
Total non-interest income (1)	128,203	115,664	245,927	241,358
Total non-interest expense (1)	267,293	198,076	501,383	398,182
(LOSS) INCOME BEFORE INCOME TAXES	(8,552)	134,560	84,742	285,138
Provision for income taxes	(10,929)	37,039	14,499	83,444
NET INCOME	$ 2,377	$ 97,521	$ 70,243	$ 201,694
PER COMMON SHARE (2)				
Net income				
Basic	$ 0.01	$ 0.40	$ 0.28	$ 0.82
Diluted	$ 0.01	$ 0.40	$ 0.28	$ 0.82
Cash dividends declared	$ 0.20	$ 0.18	$ 0.40	$ 0.36
AVERAGE COMMON SHARES (2)				

Basic	251,024,374	244,834,775	250,983,996	246,404,512
Diluted	251,447,651	245,651,908	251,479,136	247,431,449

</TABLE>

(1) See page 13 for detail on non-interest income and non-interest expense.
(2) Adjusted for stock splits and stock dividends, as applicable.

See notes to unaudited consolidated financial statements.

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

<TABLE>
<CAPTION>

	COMMON STOCK		TREASURY STOCK		ACCUMULATED OTHER COMPREHENSIVE	RETAINED	
	SHARES	AMOUNT	SHARES	AMOUNT	INCOME (LOSS)	EARNINGS	TOTAL
Six Months Ended June 30, 2000:							
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, beginning of period	233,845	$2,284,956	(4,957)	($137,268)	($94,093)	$128,761	$2,182,356
Comprehensive Income:							
Net income						201,694	201,694
Unrealized net holding losses on securities available for sale arising during the period					(11,894)		(11,894)
Total comprehensive income							189,800
Stock issued for acquisition		(29,399)	6,480	160,060			130,661
Cash dividends declared						(88,793)	(88,793)
Stock options exercised		(2,333)	76	2,483			150
Treasury shares purchased			(6,971)	(148,219)			(148,219)
Treasury shares sold to employee benefit plans			30	699			699
Balance, end of period	233,845	$2,253,224	(5,342)	($122,245)	($105,987)	$241,662	$2,266,654
SIX MONTHS ENDED JUNE 30, 2001:							
BALANCE, BEGINNING OF PERIOD	257,866	$2,493,645	(7,007)	($129,432)	($24,520)	$26,354	$2,366,047
COMPREHENSIVE INCOME:							
NET INCOME						70,243	70,243
CHANGE IN ACCOUNTING METHOD FOR							

DERIVATIVES					(9,113)		(9,113)
UNREALIZED NET HOLDING GAINS ON SECURITIES AVAILABLE FOR SALE ARISING DURING THE PERIOD					19,893		19,893
UNREALIZED GAINS ON DERIVATIVES					5,352		5,352

TOTAL COMPREHENSIVE INCOME							86,375

CASH DIVIDENDS DECLARED						(100,274)	(100,274)
STOCK OPTIONS EXERCISED		(2,963)	154	3,626			663
TREASURY SHARES SOLD TO EMPLOYEE BENEFIT PLANS			44	711			711
	----------	-----------	--------	----------	-----------	---------	-----------
BALANCE, END OF PERIOD	257,866	$2,490,682	(6,809)	($125,095)	($8,388)	($3,677)	$2,353,522
	==========	===========	========	==========	===========	=========	===========

<CAPTION>
</TABLE>

See notes to unaudited consolidated financial statements.

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CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>

(in thousands of dollars)	SIX MONTHS ENDED JUNE 30, 2001	2000
<S>	<C>	<C>
OPERATING ACTIVITIES		
Net Income	$ 70,243	$ 201,694
Adjustments to reconcile net income to net cash provided by operating activities		
Provision for loan losses	150,959	31,535
Provision for depreciation and amortization	51,237	56,204
Deferred income tax expense	12,941	39,319
Decrease (increase) in trading account securities	432	(16,335)
(Increase) decrease in mortgages held for sale	(221,567)	40,823
Losses (gains) on sales of securities available for sale	425	(24,877)
(Gains) losses on sales/securitizations of loans	(4,869)	4,118
Decrease (increase) in accrued income receivable	15,609	(11,529)
Net increase in other assets	(71,749)	(82,411)
(Decrease) increase in accrued expenses	(39,413)	57,492
Net increase (decrease) in other liabilities	5,978	(16,247)
Special Charge	33,997	---
	-----------	-----------
NET CASH PROVIDED BY OPERATING ACTIVITIES	4,223	279,786
	-----------	-----------
INVESTING ACTIVITIES		
Decrease in interest bearing deposits in banks	77	1,582
Proceeds from :		
Maturities and calls of investment securities	990	1,140
Maturities and calls of securities available for sale	633,121	114,696
Sales of securities available for sale	953,722	936,238
Purchases of securities available for sale	(634,687)	(73,961)
Proceeds from sales/securitizations of loans	303,240	984,041
Net loan originations, excluding sales	(962,780)	(925,589)
Proceeds from sale of premises and equipment	717	2,014
Purchases of premises and equipment	(30,719)	(23,062)
Proceeds from sales of other real estate	8,271	6,461
Net cash received in purchase acquisition	---	20,283
	-----------	-----------
NET CASH PROVIDED BY INVESTING ACTIVITIES	271,952	1,043,843
	-----------	-----------
FINANCING ACTIVITIES		

Decrease in total deposits	(779,650)	(462,232)
Increase (decrease) in short-term borrowings	598,014	(411,378)
Proceeds from issuance of long-term debt	---	150,000
Maturity of long-term debt	(8,000)	---
Proceeds from issuance of medium-term notes	400,000	275,000
Payment of medium-term notes	(875,000)	(590,000)
Dividends paid on common stock	(100,385)	(90,302)
Repurchases of common stock	---	(148,219)
Proceeds from issuance of common stock	1,374	849
NET CASH USED FOR FINANCING ACTIVITIES	(763,647)	(1,276,282)
CHANGE IN CASH AND CASH EQUIVALENTS	(487,472)	47,347
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	1,455,883	1,228,881
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 968,411	$ 1,276,228

</TABLE>

See notes to unaudited consolidated financial statements.

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

A. Basis of Presentation

The accompanying unaudited consolidated financial statements reflect all adjustments consisting of normal recurring accruals, which are, in the opinion of management, necessary for a fair presentation of the consolidated financial position, the results of operations, and cash flows for the periods presented. These unaudited consolidated financial statements have been prepared according to the rules and regulations of the Securities and Exchange Commission and, therefore, certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been omitted. The Notes to the Consolidated Financial Statements appearing in Huntington Bancshares Incorporated's (Huntington) 2000 Annual Report on Form 10-K should be read in conjunction with these interim financial statements.

B. Reclassifications

Certain amounts in the prior year's financial statements have been reclassified to conform to the 2001 presentation. These reclassifications had no effect on net income.

C. Earnings per Share

Basic earnings per share is the amount of earnings for the period available to each share of common stock outstanding during the reporting period. Diluted earnings per share is the amount of earnings available to each share of common stock outstanding during the reporting period adjusted for the potential issuance of common shares for stock options. The calculation of basic and diluted earnings per share for each of the periods ended June 30, is as follows:

<TABLE>
<CAPTION>

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
(in thousands, except per share amounts)	2001	2000	2001	2000
<S>	<C>	<C>	<C>	<C>
Net Income	$2,377	$97,521	$70,243	$201,694
Average common shares outstanding	251,024	244,835	250,984	246,405
Dilutive effect of stock options	424	817	495	1,026
Diluted common shares outstanding	251,448	245,652	251,479	247,431

Earnings per share				
Basic	$0.01	$0.40	$0.28	$0.82
Diluted	$0.01	$0.40	$0.28	$0.82

</TABLE>

Average common shares outstanding and the dilutive effect of stock options have been adjusted for subsequent stock dividends and stock splits, as applicable.

D. Comprehensive Income

Comprehensive Income includes net income as well as certain items that are reported directly within a separate component of stockholders' equity that bypass net income. Currently, Huntington's only components of Other Comprehensive Income are the unrealized gains (losses) on securities available for sale and unrealized gains and losses on certain derivatives. The related before and after tax amounts are as follows:

<TABLE>
<CAPTION>

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
(in thousands)	2001	2000	2001	2000
Change in accounting method for derivatives:				
Unrealized net losses	$ ---	$ ---	$(14,020)	$ ---
Related tax benefit	---	---	4,907	---
Net	---	---	(9,113)	---
Unrealized holding (losses) gains on securities arising during the period:				
Unrealized net (losses) gains	(12,376)	(23,478)	30,405	6,640
Related tax benefit (expense)	4,353	8,123	(10,787)	(2,364)
Net	(8,023)	(15,355)	19,618	4,276
Unrealized holding gains on derivatives arising during the period:				
Unrealized net gains	3,429	---	8,234	---
Related tax expense	(1,200)	---	(2,882)	---
Net	2,229	---	5,352	---
Less: Reclassification adjustment for net (losses) gains realized during the period:				
Realized net (losses) gains	(2,503)	114	(425)	24,877
Related tax benefit (expense)	876	(41)	150	(8,707)
Net	(1,627)	73	(275)	16,170

Total Other Comprehensive Income	$(4,167)	$(15,428)	$16,132	$(11,894)

</TABLE>

Accumulated Other Comprehensive Income balances at June 30, 2001 are as follows:

<TABLE>
<CAPTION>

(in thousands)	UNREALIZED GAINS (LOSSES) ON SECURITIES	UNREALIZED LOSSES ON DERIVATIVES
<S>	<C>	<C>
Balance, December 31, 2000	$ (24,520)	$ ---
Change in accounting method	---	(9,113)
Current-period change	19,893	5,352
Balance, June 30, 2001	$ (4,627)	$ (3,761)

</TABLE>

E. Lines of Business

Huntington views its operations as five distinct segments. Retail Banking, Corporate Banking, Dealer Sales, and the Private Financial Group are the company's major business lines. The fifth segment includes Huntington's Treasury function and other unallocated assets, liabilities, revenue, and expense. Line of business results are determined based upon Huntington's business profitability reporting system, which assigns balance sheet and income statement items to each of the business segments. The process is designed around Huntington's organizational and management structure and accordingly, the results are not necessarily comparable with similar information published by other financial institutions.

Listed below is certain financial information regarding Huntington's 2001 and 2000 results by line of business. For a detailed description of the individual segments, refer to Huntington's Management's Discussion and Analysis.

THREE MONTHS ENDED JUNE 30,

<TABLE>
<CAPTION>

INCOME STATEMENT (in thousands of dollars)	Retail Banking	Corporate Banking	Dealer Sales	Private Financial Group	Treasury/ Other	Huntington Consolidated
2001						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Net Interest Income (FTE)	$ 130,368	$ 69,074	$ 58,383	$ 9,777	$(17,953)	$ 249,649
Provision for Loan Losses	14,644	21,630	81,092	129	---	117,495
Non-Interest income	82,110	15,556	5,798	12,898	11,841	128,203
Non-Interest expense	149,374	34,924	48,732	23,535	10,728	267,293
Income Taxes/FTE Adjustment	16,961	9,827	(22,975)	(346)	(12,780)	(9,313)
Net Income (Loss)	$ 31,499	$ 18,249	$ (42,668)	$ (643)	$ (4,060)	$ 2,377

</TABLE>

<TABLE>
<CAPTION>

BALANCE SHEET (in millions of dollars)						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Average Identifiable Assets	$ 7,247	$ 7,558	$ 7,245	$ 730	$ 5,562	$ 28,342
Average Deposits	$ 15,875	$ 2,122	$ 91	$ 640	$ 369	$ 19,097
2000						
Net Interest Income (FTE)	$ 129,365	$ 67,599	$ 48,047	$ 8,686	$(18,817)	$ 234,880
Provision for Loan Losses	5,766	2,004	7,490	574	---	15,834
Non-Interest income	68,321	12,011	10,326	16,766	8,240	115,664
Non-Interest expense	138,571	25,930	13,157	16,376	4,042	198,076
Income Taxes/FTE Adjustment	18,672	18,087	13,204	2,976	(13,826)	39,113
Net income (Loss)	$ 34,677	$ 33,589	$ 24,522	$ 5,526	$ (793)	$ 97,521
BALANCE SHEET (in millions of dollars)						
Average Identifiable Assets	$ 6,955	$ 7,068	$ 6,870	$ 581	$ 7,100	$ 28,574
Average Deposits	$ 16,193	$ 1,601	$ 80	$ 655	$ 1,146	$ 19,675

</TABLE>

Six Months Ended June 30,

<TABLE>
<CAPTION>

INCOME STATEMENT (in thousands of dollars)	Retail Banking	Corporate Banking	Dealer Sales	Private Financial Group	Treasury/ Other	Huntington Consolidated
2001						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Net Interest Income (FTE)	$ 261,798	$139,517	$ 112,739	$ 19,669	$(38,948)	$ 494,775
Provision for Loan Losses	20,524	33,237	97,069	129	---	150,959
Non-Interest income	149,864	28,407	9,571	36,418	21,667	245,927
Non-Interest expense	293,976	66,551	62,393	50,200	28,263	501,383
Income Taxes/FTE Adjustment	34,007	23,848	(13,003)	2,015	(28,750)	18,117
Net Income (Loss)	$ 63,155	$44,288	$ (24,149)	$ 3,743	$(16,794)	$ 70,243
BALANCE SHEET (in millions of dollars)						
Average Identifiable Assets	$ 7,068	$ 7,495	$ 7,021	$ 716	$ 5,990	$ 28,290
Average Deposits	$ 15,887	$ 2,124	$ 86	$ 638	$ 347	$ 19,082
2000						
Net Interest Income (FTE)	$ 259,599	$127,580	$ 97,973	$ 16,505	$(23,929)	

						$ 477,728
Provision for Loan Losses	8,351	6,701	15,452	1,031	---	31,535
Non-Interest income	135,348	26,561	13,564	33,404	32,481	241,358
Non-Interest expense	278,296	51,962	25,693	29,527	12,704	398,182
Income Taxes/FTE Adjustment	37,905	33,418	24,637	6,773	(15,058)	87,675
Net income	$ 70,395	$62,060	$ 45,755	$ 12,578	$10,906	$ 201,694
BALANCE SHEET (in millions of dollars)						
Average Identifiable Assets	$ 6,951	$ 6,964	$ 6,995	$ 593	$ 7,262	$ 28,765
Average Deposits	$ 16,337	$ 1,417	$ 73	$ 649	$ 1,257	$ 19,733

</TABLE>

F. Derivatives

Huntington adopted Statement of Financial Accounting Standards (SFAS) No. 133, "Accounting for Derivative Instruments and Hedging Activities", on January 1, 2001. SFAS No. 133 requires that derivatives be recognized as either assets or liabilities in the balance sheet at their fair value. The accounting for gains or losses resulting from changes in fair value depends on the intended use of the derivative. For derivatives designated as hedges of changes in the fair value of recognized assets or liabilities, or unrecognized firm commitments, gains or losses on the derivative are recognized in earnings together with the offsetting losses or gains on the hedged items. This results in earnings only being impacted to the extent that the hedge is ineffective in achieving offsetting changes in fair value. For derivatives used to hedge changes in cash flows associated with forecasted transactions, gains or losses on the effective portion of the derivatives are deferred, and reported as accumulated other comprehensive income (AOCI), a component of shareholders' equity, until the period in which the hedged transactions affect earnings. Changes in the fair value of derivative instruments not designated as hedges are recognized in earnings. The after-tax transition adjustment for the adoption of SFAS No. 133 was immaterial to net income and reduced AOCI by $9.1 million.

The quantitative and qualitative disclosures related to derivatives presented in footnote F of Huntington's first quarter 2001 Form 10-Q did not materially change during the second quarter of 2001.

G. Recent Accounting Pronouncements

In June 2001, the Financial Accounting Standards Board issued SFAS No. 141, "Business Combinations", and No. 142, "Goodwill and Other Intangible Assets", effective for fiscal years beginning after December 15, 2001. Under the new rules, goodwill will no longer be amortized but will be subject to annual impairment tests in accordance with the Statements. Other intangible assets will continue to be amortized over their useful lives.

Huntington will apply the new rules on accounting for goodwill and other intangible assets beginning in the first quarter of 2002. The majority of Huntington's goodwill and other intangible assets relate to its operations located in Florida. In July 2001, Huntington announced that it expects to sell its Florida operations before the end of 2001. The application of the nonamortization provisions of the Statement to the goodwill not impacted by the sale is expected to result in an increase in net income of $8.9 million ($.04 per share) per year. During 2002, Huntington will perform the first of the required impairment tests of the remaining goodwill as of January 1, 2002 and has not yet determined what the effect of these tests will be on Huntington's earnings and financial position.

FINANCIAL REVIEW

<TABLE>
<CAPTION>

LOAN PORTFOLIO COMPOSITION

(in thousands of dollars)	June 30, 2001	December 31, 2000	June 30, 2000
<S>	<C>	<C>	<C>
Commercial (unearned income $1,196; $1,538; $1,958)..........	$ 6,753,809	$ 6,633,985	$ 6,552,186
Real Estate			
Construction...	1,335,208	1,318,899	1,277,718
Commercial...	2,304,603	2,253,477	2,186,768
Consumer			
Loans (unearned income $3,521; $4,150; $4,933)...........	6,695,233	6,388,036	6,230,548
Leases (unearned income $520,564; $515,445; $470,868)....	3,194,592	3,069,210	2,930,547
Residential Mortgage.....................................	844,417	946,584	1,344,676
TOTAL LOANS...	$ 21,127,862	$ 20,610,191	$ 20,522,443

</TABLE>

<TABLE>
<CAPTION>

DEPOSIT COMPOSITION

(in thousands of dollars)	JUNE 30, 2001	DECEMBER 31, 2000	JUNE 30, 2000
<S>	<C>	<C>	<C>
Demand deposits			
Non-interest bearing....................................	$ 3,258,252	$ 3,480,876	$ 3,498,325
Interest bearing..	4,878,355	4,645,127	4,373,313
Savings deposits..	3,640,318	3,527,796	3,670,456
Certificates of deposit			
Less than $100,000......................................	5,447,117	5,938,486	5,847,359
$100,000 or more..	1,262,827	1,520,547	1,547,303
TOTAL CORE DEPOSITS.....................................	18,486,869	19,112,832	18,936,756
Other domestic time deposits................................	100,233	256,106	416,693
Foreign time deposits.......................................	409,820	408,307	405,485
TOTAL DEPOSITS..	$ 18,996,922	$ 19,777,245	$ 19,758,934

</TABLE>

FINANCIAL REVIEW

ANALYSIS OF NON-INTEREST INCOME

(in thousands of dollars)	THREE MONTHS ENDED JUNE 30, 2001	THREE MONTHS ENDED JUNE 30, 2000	PERCENT CHANGE	SIX MONTHS ENDED JUNE 30, 2001	SIX MONTHS ENDED JUNE 30, 2000	PERCENT CHANGE
Service charges on deposit accounts..........	$ 40,673	$ 40,097	1.4%	$ 79,580	$ 81,757	(2.7)%
Brokerage and insurance income...............	19,388	13,945	39.0	38,156	29,229	30.5
Mortgage banking.............................	18,733	8,122	130.6	28,764	16,637	72.9
Trust services...............................	15,178	13,165	15.3	29,492	26,028	13.3
Electronic banking fees......................	12,217	11,250	8.6	23,315	21,099	10.5
Bank Owned Life Insurance income.............	9,561	9,486	0.8	19,121	18,672	2.4
Other..	14,956	19,485	(23.2)	27,924	23,059	21.1
TOTAL NON-INTEREST INCOME BEFORE SECURITIES (LOSSES) GAINS.............................	130,706	115,550	13.1	246,352	216,481	13.8
Securities (losses) gains....................	(2,503)	114	N.M.	(425)	24,877	N.M.
TOTAL NON-INTEREST INCOME....................	$ 128,203	$ 115,664	10.8%	$ 245,927	$ 241,358	1.9%

ANALYSIS OF NON-INTEREST EXPENSE

(in thousands of dollars)	THREE MONTHS ENDED JUNE 30, 2001	THREE MONTHS ENDED JUNE 30, 2000	PERCENT CHANGE	SIX MONTHS ENDED JUNE 30, 2001	SIX MONTHS ENDED JUNE 30, 2000	PERCENT CHANGE
Personnel and related costs..................	$ 122,068	$ 104,133	17.2%	$ 239,730	$ 206,477	16.1%
Equipment....................................	19,844	18,863	5.2	39,816	38,275	4.0
Net occupancy................................	18,188	18,613	(2.3)	37,968	37,748	0.6
Outside data processing and other services....	17,671	15,336	15.2	34,325	30,338	13.1
Amortization of intangible assets............	10,435	9,206	13.4	21,011	18,402	14.2
Marketing....................................	7,852	7,742	1.4	17,791	15,735	13.1
Telecommunications...........................	7,207	6,472	11.4	14,332	13,221	8.4
Legal and other professional services.........	6,763	4,815	40.5	11,732	9,315	26.0
Printing and supplies........................	4,565	4,956	(7.9)	9,624	9,573	0.5

Franchise and other taxes	2,246	2,635	(14.8)	4,366	5,073	(13.9)
Other	16,457	5,305	210.2	36,691	14,025	161.6
TOTAL NON-INTEREST EXPENSE BEFORE SPECIAL CHARGE	233,296	198,076	17.8	467,386	398,182	17.4
Special charge	33,997	---	N.M.	33,997	---	N.M.
TOTAL NON-INTEREST EXPENSE	$ 267,293	$ 198,076	34.9%	$ 501,383	$ 398,182	25.9%

</TABLE>

N.M. - Not Meaningful

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

INTRODUCTION

Huntington is a multi-state financial holding company headquartered in Columbus, Ohio. Its subsidiaries are engaged in full-service commercial and consumer banking, mortgage banking, lease financing, trust services, discount brokerage services, underwriting credit life and disability insurance, issuing commercial paper guaranteed by Huntington, and selling other insurance and financial products and services. Huntington's subsidiaries operate domestically in offices located in Ohio, Michigan, Florida, West Virginia, Indiana, and Kentucky. Huntington has a foreign office in each of the Cayman Islands and Hong Kong.

FORWARD-LOOKING STATEMENTS

Management's discussion and analysis of financial condition and results of operations contains forward-looking statements about Huntington, including descriptions of products or services, plans, or objectives of its management for future operations, and forecasts of its revenues, earnings, or other measures of economic performance. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts.

By their nature, forward-looking statements are subject to numerous assumptions, risks, and uncertainties. A number of factors, many of which are beyond Huntington's control, could cause actual conditions, events, or results to differ significantly from those described in the forward-looking statements. These factors include, but are not limited to, changes in business and economic conditions; movements in interest rates; competitive pressures on product pricing and services; success and timing of business strategies, including the recently announced comprehensive restructuring and strategic refocusing initiatives; successful integration of acquired businesses; the nature, extent, and timing of governmental actions and reforms; and extended disruption of vital infrastructure.

Forward-looking statements speak only as of the date they are made. Huntington does not update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made or to reflect the occurrence of unanticipated events, such as further market deterioration that adversely affects credit quality, vehicle lease residual values, and/or other asset values.

The management of Huntington encourages readers of this Form 10-Q to understand forward-looking statements to be strategic objectives rather than absolute targets of future performance. The following discussion and analysis of the financial performance of Huntington for the second quarter of 2001 should be read in conjunction with the financial statements, notes, and other information contained in this document.

OVERVIEW

Huntington reported net income of $2.4 million, or $.01 per share, for the second quarter and $70.2 million, or $.28 per share, for the first six months of 2001. In the same periods last year, net income totaled $97.5 million, or $.40 per share, and $201.7 million, or $.82 per share.

The current quarter results include special charges related to Huntington's comprehensive restructuring and strategic refocus on its core Midwest markets announced July 12, 2001. This restructuring includes the intended sale of Huntington's Florida operations, the planned consolidation of forty-three branches in other states, and actions taken to strengthen Huntington's balance sheet described subsequently in this report. In conjunction with the restructuring, Huntington expects to record pre-tax restructuring and other charges of approximately $215 million ($140 million after-tax) to be taken in the second, third, and fourth quarters of 2001. The portion of the total pre-tax charge recorded in the second quarter of 2001 was $111.0 million ($72.1 million after tax).

The following table reconciles Huntington's reported results to its operating results for the three and six month periods ending June 30, 2001:

(in thousands of dollars, except per share amonuts)
<TABLE>
<CAPTION>

	Three months ended June 30,			
	2001			2000
	Reported Earnings	Restructuring and Other Charges	Operating Earnings	Reported Earnings
<S>	<C>	<C>	<C>	<C>
Net interest income	$ 248,033	$ ---	$ 248,033	$ 232,806
Provision for loan losses	117,495	71,718	45,777	15,834
Non-interest income	128,203	(5,250)	133,453	115,664
Non-interest expense	267,293	33,997	233,296	198,076
Pre-tax income	(8,552)	(110,965)	102,413	134,560
Income taxes	(10,929)	(38,838)	27,909	37,039
Net income	$ 2,377	$ (72,127)	$ 74,504	$ 97,521
Net income per share	$ 0.01	$ (0.29)	$ 0.30	$ 0.40

</TABLE>

<TABLE>
<CAPTION>

	Six months ended June 30,			
	2001			2000
	Reported Earnings	Restructuring and Other Charges	Operating Earnings	Reported Earnings
<S>	<C>	<C>	<C>	<C>
Net interest income	$ 491,157	$ ---	$ 491,157	$ 473,497
Provision for loan losses	150,959	71,718	79,241	31,535
Non-interest income	245,927	(5,250)	251,177	241,358
Non-interest expense	501,383	33,997	467,386	398,182
Pre-tax income	84,742	(110,965)	195,707	285,138
Income taxes	14,499	(38,838)	53,337	83,444
Net income	$ 70,243	$ (72,127)	$ 142,370	$ 201,694
Net income per share	$ 0.28	$ (0.29)	$ 0.57	$ 0.82

</TABLE>

The second quarter charges consisted of the following (pre-tax):

Provision for Loan Losses:

- $25.8 million to recognize the estimated increased losses resulting from Huntington's decision to exit certain lending businesses. These businesses consist of sub-prime automobile lending and truck and equipment leasing.

- $23.3 million to charge-off delinquent consumer and small business loans more than 120 days past due reflecting a more conservative interpretation of regulatory guidelines for charge-offs.

- $17.6 million to increase reserves for consumer bankruptcies.

- $5.0 million to increase commercial loan reserves.

Non-interest Income:

- $5.3 million loss included in securities gains and losses related to the sale of the $15 million in Pacific Gas & Electric (PG&E) commercial paper acquired from the Huntington National Bank's Money Market Mutual Fund.

Non-interest Expense (Special charge component):

- $20.0 million charge to increase the reserve for auto lease residual values.

- $12.0 million charge to write-down the value of assets representing Huntington's retained interest in automobile loans securitized in 2000. Credit losses on these loans have increased beyond the levels anticipated when the retained interest assets were recorded.

- $2.0 million in other charges.

Excluding the restructuring and other charges, earnings per share for the second quarter and first six months of 2001 were $.30 and $.57, respectively. On this same basis, Huntington's return on average assets (ROA) was 1.05% and 1.01% in the recent three and six-month periods and its return on average equity (ROE) was 12.43% and 11.98%.

Huntington's "cash basis" earnings per share (which excludes the effect of amortization of goodwill as well as restructuring and other charges) was $.33 for the quarter just ended, compared with $.42 per share in the same period last year. Cash basis ROA and ROE, which are computed using cash basis earnings as a percentage of average tangible assets and average tangible equity, were 1.19% and 13.72% for the second quarter of 2001, respectively. For the first six months of the year, cash basis ROA and ROE were 1.15% and 13.29%, respectively.

Total assets at June 30, 2001, were $27.9 billion, down 2% from the end of 2000. This trend reflects the sale of $107 million in residential mortgages during the second quarter, and the sale of $900 million in investment securities during the first half of 2000 as Huntington continued to sell low margin investment securities as part of its balance sheet repositioning efforts.

Managed total loans, which include securitized loans, increased at an annualized rate of 5% versus the first quarter of this year and 7% versus the second quarter of 2000. The growth rate in the current quarter is down from increases of 8-9% during the second half of 2000. The recent slowdown in the United States economy continues to have a significant adverse impact on consumer loan growth. Indirect automobile loan and leases increased 6% from a quarter ago compared with a 12% growth rate in the second quarter of last year. Although down from the 26% growth rate in the second quarter of 2000, home equity loan growth remained strong at 16%. Commercial loan growth slowed to 4% versus 9% in the first quarter of this year.

Core deposits totaled $18.6 billion during the second quarter, relatively unchanged from the prior quarter and the same period last year. When combined with other core funding sources, core deposits provide 80% of Huntington's funding needs.

RESULTS OF OPERATIONS

This discussion addresses earnings on an operating basis.

NET INTEREST INCOME

Net interest income for the three and six months ended June 30, 2001 was $248.0 million and $491.2 million, respectively. Compared with the immediately preceding quarter, net interest income increased $4.9 million, as the net interest margin expanded four basis points to 3.97%. Almost all of the increase related to increased loan fees primarily from automobile loans and leases as volume picked up from the first quarter level. Compared with the same periods of 2000, net interest income increased $15.2 million in the second quarter and was up $17.7 million on a year-to-date basis. The net interest margin also increased 25 basis points compared to last year's second quarter. Huntington was slightly liability sensitive at the end of 2000 and accordingly benefited from the decline in short-term rates during the first half of this year. Additionally, the aforementioned sale of low margin investment securities contributed to the increase in the net interest margin versus a year ago. Huntington's interest rate risk position is further discussed in the "Interest

Rate Risk Management" section of this report.

PROVISION FOR LOAN LOSSES

The provision for loan losses is the charge to pre-tax earnings necessary to maintain the allowance for loan losses (ALL) at a level adequate to absorb management's estimate of inherent losses in the loan portfolio. On an operating basis, the provision for loan losses was $45.8 million for the second quarter and $79.2 million for the first six months of 2001, representing significant increases versus to same periods of 2000 due to increased charge-offs. On the same basis, annualized net charge-offs for the current quarter increased to .73% from .55% for the first quarter 2001 and .30% for the second quarter one year ago. Charge-offs increased in both the commercial and consumer loan portfolios and reflects the negative impacts of weakening economic conditions over the past year on Huntington's loan customers. Commercial charge-offs increased to .67% in the recent quarter versus .41% in the immediately preceding quarter and .15% in the same period last year. Consumer charge-offs also increased significantly to .95% in the second quarter, up 17 basis points from the first quarter and twice the level in the second quarter of 2000. The increases were primarily due to higher indirect automobile loan and lease losses. A lower quality origination mix in the fourth quarter of 1999 through the second quarter of 2000, the economic slowdown, and an increase in the average loss per vehicle due to lower used car prices all contributed to the unfavorable trend.

NON-INTEREST INCOME

Non-interest income, excluding securities gains, totaled $130.7 million for the recent three months and $246.4 million for the first half of 2001 representing increases of 13% and 14%, respectively, compared with the same periods a year ago. All categories except the "other" component of non-interest income were up during the recent quarter versus the second quarter of 2000. Categories showing improvement were led by mortgage banking income, up 131% due to strong mortgage origination volume in the prevailing lower interest rate environment. Mortgage banking results for the quarter just ended also included a $2.0 million gain on the sale of $107 million of portfolio loans. Additionally, brokerage and insurance income increased 39% on strong fixed annuity sales and reflecting the acquisition of J. Rolfe Davis Insurance Agency, Inc. (JRD). Trust income also improved 15% indicative of increased revenue from Huntington's proprietary mutual funds as five new funds were added in addition to price increases. The reduction in the "other" component of non-interest income reflects lower securitization activity.

NON-INTEREST EXPENSE

Non-interest expense, excluding restructuring and other charges, totaled $233.3 million in the second quarter versus $198.1 million in the second three months of 2000. For the first six months, non-interest expense increased 17%. The increase in second quarter expenses from a year ago was due to several factors, including accrual adjustments made in 2000 totaling $9.8 million that resulted in an unusually low expense base in the second quarter of last year. The remaining increase was primarily due to higher sales commissions consistent with the growth in fee income and other personnel related costs. Additionally, premiums paid for insurance on Huntington's auto lease residual values and the impact of purchase acquisitions also drove expenses higher in the recent quarter. While some progress has been made in reducing costs, as evidenced by the efficiency ratio dropping from 62% in the first quarter to 58.6% in the recent period, Huntington recognizes the need for further improvements in its cost structure. Management expects the benefits associated with its previously announced non-interest expense program to positively impact the second half of this year results.

LINES OF BUSINESS

Retail Banking, Corporate Banking, Dealer Sales, and the Private Financial Group are the company's major business lines. A fifth segment includes the impact of Huntington's Treasury function and other unallocated assets, liabilities, revenue, and expense. Line of business results are determined based upon Huntington's business profitability reporting system which assigns balance sheet and income statement items to each of the business segments. This process is designed around Huntington's organizational and management structure and, accordingly, the results are not necessarily comparable with similar information published by other financial institutions. Below is a brief description of each line of business and a discussion of the business segment results, which can be found in Note E to the unaudited consolidated financial statements.

RETAIL BANKING

Retail Banking provides products and services to retail and business banking customers. This business unit's products include home equity loans, first mortgage loans, installment loans, business loans, personal and business deposit products, as well as investment and insurance services. These products and services are offered through Huntington's traditional banking network, in-store branches, Direct Bank, and Web Bank.

Retail Banking net income was $31.5 million and $63.2 million for the second quarter and the first six months of 2001, respectively. These results include special charge related provision for loan losses of $5.7 million pre-tax. Excluding special charges, net income was $35.4 million during the second quarter of 2001, up slightly from the same period last year. The 21% increase in non-interest income from the year ago second quarter reflects a $9.9 million increase in mortgage banking income, which benefited from the lower interest rate environment. Non-interest expense increased $10.4 million due to higher commissions consistent with the increased mortgage fee income and increases in other personnel related costs. The retail segment contributed 48% of Huntington's net operating income (net income excluding the restructuring and other charges) for the quarter and comprised 30% of its total loan portfolio and 11% of its core deposits.

CORPORATE BANKING

Customers in this segment represent the middle-market and large corporate banking relationships which use a variety of banking products and services including, but not limited to, commercial loans, international trade, and cash management. Huntington's capital markets division also provides alternative financing solutions for larger business clients, including privately placed debt, syndicated commercial lending, and the sale of interest rate protection products.

Corporate Banking reported net income of $18.2 million and $44.3 million for the second quarter and the first six months of 2001, respectively. These results include special charge related provision for loan losses of $5.0 million. Excluding special charges, net income was $21.5 million during the second quarter of 2001, down $12.1 million from the same period last year. On this same basis, revenues increased 6% as loan growth drove higher net interest income. Offsetting the revenue growth was a $14.6 million increase (excluding the $5.0 million special charge) in the provision for loan losses due to higher charge-offs. Non-interest expense also increased $9.0 million. Corporate Banking contributed 29% of Huntington's net operating income for the quarter and comprised 36% of its total loan portfolio and 11% of its core deposits.

DEALER SALES

Dealer Sales product offerings pertain to the automobile lending sector and include floor plan financing, as well as indirect consumer loans and leases. The consumer activities comprise the vast majority of the business and involve the financing of vehicles purchased or leased by individuals through dealerships.

Dealer Sales reported net losses of $42.7 million for the recent quarter and $24.1 million for the first six months of the year. Special pre-tax charges totaling $93.0 million ($60.5 million after-tax) are included in these results. The pre-tax charges include $61.0 million in the

provision for loan losses related to exiting the sub-prime automobile and truck and equipment lending businesses ($25.8 million), the charge-off of 120 day delinquent loans ($19.6 million), and reserves for increased bankruptcies ($15.6 million). Pre-tax charges totaling $32.0 million are also included in non-interest expense. The charges include $20.0 million to increase reserves for lease residual values and $12.0 million to write-down securitization related assets. The special charges are described in more detail in the "Overview" section of this report. On an operating basis, Dealer Sales earnings were $17.8 million for the second quarter, down $6.7 million from the second quarter of 2001. The $10.3 million increase in net interest income reflects loan growth and wider loan and lease spreads as funding costs have fallen faster than loan and lease rates in the recent declining rate environment. Excluding the special charge items, the provision for loan losses increased $12.6 million from the year ago second quarter as net charge-offs increased to 1.43% of average loans versus .66% in the second quarter of 2000. The lower non-interest income reflects a reduction in securitization activity. The increase in expenses primarily reflects premiums paid for insurance on Huntington's auto lease residual values. Dealer Sales contributed 24% of Huntington's net operating income for the quarter and comprised 31% of its outstanding loans.

PRIVATE FINANCIAL GROUP

Huntington's Private Financial Group (PFG) provides an array of products and services designed to meet the needs of Huntington's higher wealth banking customers. Revenue is derived through the sale of personal trust, asset management, investment advisory, insurance, and deposit and loan products and services. PFG provides customers with "one-stop shopping" for all their financial needs.

PFG reported a net loss of $.6 million for the quarter just ended, and net income of $3.7 million for the first six months of 2001. These results include the $5.3 million loss on the sale of PG&E commercial paper included in the restructuring and other charges recorded in the second quarter. On an operating basis, earnings were $2.8 million for the recent quarter. Increases in fee income (excluding the $5.3 million charge) and expenses primarily reflect the impact of the acquisition of JRD, in August of 2000. This segment represented 4% of Huntington's quarterly net operating income and 3% of total loans.

TREASURY / OTHER

Huntington uses a match-funded transfer pricing system to allocate interest income and interest expense to its business segments. This approach consolidates the interest rate risk management of Huntington into its Treasury Group. As part of its overall interest rate risk and liquidity management strategy, the Treasury Group administers an investment portfolio of approximately $3.2 billion. Revenue and expense associated with these activities remain within the Treasury Group. Additionally, the Treasury/Other segment absorbs unassigned assets, liabilities, equity, revenue, and expense that cannot be directly assigned or allocated to one of Huntington's lines of business. Amortization expense of intangible assets is also a significant component of Treasury/Other.

This segment's results were a net loss of $4.1 million and $16.8 million in the recent three and six month periods. Lower net interest income reflects the balance sheet repositioning mentioned earlier. As more fully discussed later, the sensitivity of net interest income to

changing interest rates is down from previous periods, consistent with Huntington's goal of a more stable revenue base. Non-interest income for six months includes securities gains of $4.8 million versus $24.9 million in last year's second quarter. The 2000 gains included gains of $32.2 million related to the sale of a portion of Huntington's investment in S1 Corporation common stock, offset by losses from the sale of lower yielding investment securities. The first six months of 2000 results also included a $10.2 million loss on automobile securitizations.

INTEREST RATE RISK MANAGEMENT

Huntington seeks to achieve consistent growth in net interest income and net income while managing volatility arising from shifts in interest rates. The Asset and Liability Management Committee (ALCO) oversees financial risk management, establishing broad policies and specific operating limits that govern a variety of financial risks inherent in Huntington's operations, including interest rate, liquidity, counterparty, settlement, and market risks. On and off-balance sheet strategies and tactics are reviewed and monitored regularly by ALCO to ensure consistency with approved risk tolerances.

Interest rate risk management is a dynamic process, encompassing business flows onto the balance sheet, wholesale investment and funding, and the changing market and business environment. Effective management of interest rate risk begins with appropriately diversified investments and funding sources. To accomplish its overall balance sheet objectives, Huntington regularly accesses a variety of global markets--money, bond, futures, and options--as well as numerous trading exchanges. In addition, dealers in over-the-counter financial instruments provide availability of interest rate swaps as needed.

Measurement and monitoring of interest rate risk is an ongoing process. A key element in this process is Huntington's estimation of the amount that net interest income will change over a twelve to twenty-four month period given a gradual and directional shift in interest rates. The income simulation model used by Huntington captures all assets, liabilities, and off-balance sheet financial instruments, accounting for significant variables that are believed to be affected by interest rates. These include prepayment speeds on mortgages and consumer installment loans, cash flows of loans and deposits, principal amortization on revolving credit instruments, and balance sheet growth assumptions. The model also captures embedded options, e.g. interest rate caps/floors or call options, and accounts for changes in rate relationships, as various rate indices lead or lag changes in market rates. While these assumptions are inherently uncertain, management assigns probabilities and, therefore, believes at any point in time that the model provides a reasonably accurate estimate of Huntington's interest rate risk exposure. Management reporting of this information is regularly shared with the Board of Directors.

The results of Huntington's recent sensitivity analysis indicated that net interest income would increase .3% if rates gradually declined 100 basis points from June 30, 2001 levels and would drop .5% if rates rose 100 basis points. If rates declined 200 basis points, Huntington would benefit .8%. If rates increased 200 basis points, net interest income would be expected to decline 1.1%, versus the year-end 2000 sensitivity of 3.0% to a 200 basis point increase. The decline in sensitivity over the past year was primarily due to the previously mentioned sales of low margin fixed rate investment securities. These sales were part of management's effort to restructure the balance sheet and reduce sensitivity to interest rate changes stabilizing Huntington's revenue base.

CREDIT RISK

Huntington's exposure to credit risk is managed through the use of consistent underwriting standards that emphasize "in-market" lending while avoiding highly leveraged transactions as well as excessive industry and other concentrations. The credit administration function employs extensive risk management techniques, including forecasting, to ensure that loans adhere to corporate policy and problem loans are promptly identified. These procedures provide executive management with the information necessary to implement policy adjustments where necessary, and take corrective actions on a proactive basis.

Non-performing assets (NPAs) consist of loans that are no longer accruing interest, loans that have been renegotiated based upon financial difficulties of the borrower, and real estate acquired through foreclosure. Commercial and real estate loans are placed on non-accrual status and stop accruing interest when collection of principal or interest is in doubt or generally when the loan is 90 days past due. When interest accruals are suspended, accrued interest income is reversed with current year accruals charged to earnings and prior year amounts generally charged off as a credit loss. Consumer loans are not placed on non-accrual status; rather they are charged off in accordance with regulatory statutes, which is generally no more than 120 days. A charge-off may be delayed in circumstances when collateral is repossessed and anticipated to be sold at a future date.

Total NPAs were $166.0 million at June 30, 2001, compared with $124.9 million at March 31, 2001, and $95.1 million a year ago. As of the same dates, NPAs as a percent of total loans and other real estate were .79%, .60%, and .46%. The increase in the recent quarter was due in large part to two credits, $16 million related to an assisted living/healthcare operation and $14 million to a retailer of farm and agricultural equipment.

Loans past due ninety days or more but continuing to accrue interest declined to $67.1 million at June 30, 2001, from $102.7 million at March 31, 2001. This represented .32% and .49% of total loans, respectively. Approximately ten basis points of this decline were attributable to the acceleration of charge-offs in the consumer portfolio taken as part of the special charge as mentioned previously.

The ALL is maintained at a level considered appropriate by management, based on its estimate of losses inherent in the loan portfolio. The procedures employed by Huntington to evaluate the adequacy of the ALL include an analysis of specific credits and the application of relevant reserve factors that represent relative risk (based on portfolio trends, current and historic loss experience, and prevailing economic conditions) to specific portfolio segments. Specific reserves are established on larger, impaired commercial and industrial and commercial real estate credits and are based on discounted cash flow models using the loan's initial effective rate or the fair value of the collateral for collateral-dependent loans. Allocated reserves include management's assessment of portfolio performance, internal controls, impacts from mergers and acquisitions, and other pertinent risk factors. For analytical purposes, the ALL has been allocated to various portfolio segments. However, the total ALL, less the portion attributable to reserves as prescribed under provisions of SFAS No. 114, is available to absorb losses from any segment of the portfolio. Unallocated reserves are based on levels of criticized/classified assets, delinquencies in the accruing loan portfolios, and the level of nonperforming loans. Total unallocated reserves were 11% at June 30, 2001, versus 17% one year ago.

The ALL reserve ratio was 1.67% at the recent quarter end versus 1.45% at the most recent year-end and second quarter of last year. As of June 30, 2001, the ALL covered non-performing loans approximately 2.3 times and when combined with the allowance for other real estate owned, was 211% of total nonperforming assets.

CAPITAL

Huntington places significant emphasis on the maintenance of strong capital, which promotes investor confidence, provides access to the national markets under favorable terms, and enhances business growth and acquisition opportunities. Huntington also recognizes the importance of managing capital and continually strives to maintain an appropriate balance between capital adequacy and returns to shareholders. Capital is managed at each subsidiary based upon the respective risks and growth opportunities, as well as regulatory requirements. Huntington's average equity to average assets increased to 8.48% in the recent quarter from 7.72% in the same three months of last year. Excluding unrealized losses on securities available for sale and derivatives, tangible equity to assets was 5.97% at quarter end versus 5.78% a year ago.

Risk-based capital guidelines established by the Federal Reserve Board set minimum capital requirements and require institutions to calculate risk-based capital ratios by assigning risk weightings to assets and off-balance sheet items, such as interest rate swaps, loan commitments, and securitizations. These guidelines further define "well-capitalized" levels for Tier 1, total capital, and leverage ratio purposes at 6%, 10%, and 5%, respectively. At the recent quarter-end, Huntington's Tier 1 risk-based capital ratio was 7.01%, total risk-based capital ratio was 10.20%, and the leverage ratio was 6.96%. Huntington's bank subsidiary also had regulatory capital ratios in excess of the levels established for well-capitalized institutions.

During the second quarter of 2000, Huntington's Board of Directors authorized the purchase of an additional 11 million shares under Huntington's common stock repurchase program. Repurchased shares are being reserved for reissue in connection with Huntington's dividend reinvestment and employee benefit plans as well as for stock dividends, acquisitions, and other corporate purposes. During 2000, Huntington repurchased approximately 8.8 million shares of its common stock through open market and privately negotiated transactions. Approximately 7.2 million of these shares were reissued in connection with the acquisitions of Empire and JRD. As of June 30, 2001, approximately 15.3 million shares remained available under the authorization. Huntington has not repurchased any shares since September 30, 2000.

Huntington's comprehensive restructuring announced July 12, 2001 included several actions to strengthen Huntington's capital position. The sale of the Florida operations is expected to free up significant capital, which Huntington expects to use to increase its capital position to a minimum tangible equity to asset ratio of 6.5%, to repurchase shares, and for other corporate purposes. Huntington also will reduce the cash dividend by 20% to bring its payout ratio more in line with industry peers. In addition to these announcements, Huntington will not declare a stock dividend in 2001 as it has done historically.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Quantitative and qualitative disclosures for the current period are found on pages 21 and 22 of this report, which includes changes in market risk exposures from disclosures presented in Huntington's Annual Report on Form 10-K for the year ended December 31, 2000.

SECURITIES AVAILABLE FOR SALE - AMORTIZED COST & FAIR VALUES BY MATURITY AT JUNE 30, 2001 AND DECEMBER 31, 2000

(in thousands of dollars)	JUNE 30, 2001		DECEMBER 31, 2000	
	AMORTIZED COST	FAIR VALUE	AMORTIZED COST	FAIR VALUE
U.S. TREASURY				
Under 1 year.........................	$ 2,553	$ 2,580	$ 1,455	$ 1,466
1-5 years	1,504	1,611	2,007	2,110
6-10 years...........................	6,414	6,656	6,407	6,706
Over 10 years........................	413	424	413	446
Total............................	10,884	11,271	10,282	10,728

Federal agencies				
Mortgage-backed securities				
1-5 years............................	39,217	38,997	---	---
6-10 years...........................	33,994	34,486	22,757	22,987
Over 10 years........................	934,600	936,381	1,515,883	1,508,914
Total	1,007,811	1,009,864	1,538,640	1,531,901
Other agencies				
Under 1 year.........................	---	---	20,000	19,913
1-5 years............................	951,043	952,111	1,029,073	1,017,230
6-10 years...........................	76,209	75,870	146,376	144,313
Over 10 years........................	498,949	500,701	566,760	559,946
Total............................	1,526,201	1,528,682	1,762,209	1,741,402
Total U.S. Treasury and Federal Agencies	2,534,012	2,538,546	3,311,131	3,284,031
Other				
Under 1 year.........................	12,795	12,840	21,098	20,826
1-5 years............................	182,976	184,156	215,978	217,453
6-10 years...........................	46,043	45,008	88,872	87,415
Over 10 years........................	355,245	348,830	403,730	388,731
Marketable equity securities........	55,858	50,035	87,674	92,069
Total	652,917	640,869	817,352	806,494
Total Securities Available for Sale......	$ 3,197,813	$ 3,190,686	$ 4,128,483	$ 4,090,525

</TABLE>

CONSOLIDATED FINANCIAL HIGHLIGHTS
(in thousands, except per share amounts)

<TABLE>
<CAPTION>

FOR THE THREE MONTHS ENDED JUNE 30,	2001	2000	% Change
NET INCOME(1)	$ 74,504	$ 97,521	(23.6)%
PER COMMON SHARE AMOUNTS(2)			
Net income			
Basic	$ 0.30	$ 0.40	(25.0)
Diluted	$ 0.30	$ 0.40	(25.0)
Cash dividends declared	$ 0.20	$ 0.18	11.1
AVERAGE COMMON SHARES OUTSTANDING-DILUTED(2)	251,448	245,652	2.4
KEY RATIOS			
Return on:			
Average total assets	1.12%	1.37%	(18.2)
Average shareholders' equity	13.15%	17.79%	(26.1)
Efficiency ratio	58.59%	53.90%	8.7
Average equity/average assets	8.48%	7.72%	9.8

Net interest margin	3.97%	3.72%	6.7
TANGIBLE OR "CASH BASIS" RATIOS(3)			
Net Income Per Common Share -- Diluted(2)	$ 0.33	$ 0.42	(21.4)
Return on:			
Average total assets	1.19%	1.49%	(20.1)
Average shareholders' equity	13.72%	18.97%	(27.7)

</TABLE>

<TABLE>
<CAPTION>

FOR THE SIX MONTHS ENDED JUNE 30,	2001	2000	% Change
<S>	<C>	<C>	<C>
NET INCOME(1)	$ 142,370	$ 201,694	(29.4)%
PER COMMON SHARE AMOUNTS(2)			
Net income			
Basic	$ 0.57	$ 0.82	(30.5)
Diluted	$ 0.57	$ 0.82	(30.5)
Cash dividends declared	$ 0.40	$ 0.36	11.1
AVERAGE COMMON SHARES OUTSTANDING-DILUTED(2)	251,479	247,431	1.6
KEY RATIOS			
Return on:			
Average total assets	1.01%	1.41%	(28.4)
Average shareholders' equity	11.98%	18.39%	(34.9)
Efficiency ratio	60.23%	53.91%	11.7
Average equity/average assets	8.47%	7.67%	10.4
Net interest margin	3.96%	3.75%	5.6
TANGIBLE OR "CASH BASIS" RATIOS(3)			
Net Income Per Common Share -- Diluted(2)	$ 0.63	$ 0.87	(27.6)
Return on:			
Average total assets	1.15%	1.53%	(24.8)
Average shareholders' equity	13.29%	19.57%	(32.1)

</TABLE>

(1) Income component excludes the after-tax impact of $72,127 of Restructuring and Other Charges.
(2) Adjusted for stock splits and stock dividends, as applicable.
(3) Tangible or "Cash Basis" net income excludes amortization of goodwill. Related asset amount excluded from total assets and shareholders' equity.

<TABLE>
<CAPTION>

LOAN LOSS EXPERIENCE

(in thousands of dollars)	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2001	2000	2001	2000
	(1)		(1)	
<S>	<C>	<C>	<C>	<C>
ALLOWANCE FOR LOAN LOSSES, BEGINNING OF PERIOD	$ 301,777	$ 296,743	$ 297,880	$ 299,309
Allowance of assets acquired/other	---	7,900	---	7,900
Loan losses	(75,472)	(22,810)	(111,121)	(48,417)
Recoveries of loans previously charged off	10,007	7,280	17,563	14,620
Allowance of securitized loans	(1,564)	(8,056)	(3,038)	(8,056)
Provision for loan losses	117,495	15,834	150,959	31,535
ALLOWANCE FOR LOAN LOSSES, END OF PERIOD	$ 352,243	$ 296,891	$ 352,243	$ 296,891

AS A % OF AVERAGE TOTAL LOANS

Net loan losses--annualized	1.25%	0.30%	0.90%	0.33%
Net loan losses--annualized excluding special charges	0.73%	0.30%	0.64%	0.33%
Provision for loan losses--annualized	2.24%	0.31%	1.46%	0.31%
Allowance for loan losses as a % of total sales	1.67%	1.45%	1.67%	1.45%
Net loan loss coverage (2)	2.26x	9.68x	2.94x	9.37x

</TABLE>

(1) Including Restructuring and Other Charges unless otherwise indicated.
(2) Income or loss before taxes (excluding significant items) and the provision for loan losses to net loan losses.

<TABLE>
<CAPTION>

NON-PERFORMING ASSETS AND PAST DUE LOANS

	2001		2000		
(in thousands of dollars)	II Q	I Q	IV Q	III Q	II Q
Non-accrual loans:					
Commercial	$ 116,044	$ 62,716	$ 55,804	$ 44,918	$ 45,138
Real Estate					
Construction	4,572	6,735	8,687	7,973	8,736
Commercial	22,298	28,158	18,015	13,722	12,714
Residential	11,868	11,949	10,174	8,588	11,548
Total Nonaccrual Loans	154,782	109,558	92,680	75,201	78,136
Renegotiated loans	1,290	1,297	1,304	1,311	1,317
TOTAL NON-PERFORMING LOANS	156,072	110,855	93,984	76,512	79,453
Other real estate, net	9,913	14,031	11,413	11,982	15,670
TOTAL NON-PERFORMING ASSETS	$ 165,985	$ 124,886	$ 105,397	$ 88,494	$ 95,123
NON-PERFORMING LOANS AS A % OF TOTAL LOANS	0.74%	0.53%	0.46%	0.38%	0.39%
NON-PERFORMING ASSETS AS A % OF TOTAL LOANS AND OTHER REAL ESTATE	0.79%	0.60%	0.51%	0.44%	0.46%
ALLOWANCE FOR LOAN LOSES AS A % OF NON-PERFORMING LOANS	225.69%	272.23%	316.95%	385.15%	373.67%
ALLOWANCE FOR LOAN LOSSES AND OTHER REAL ESTATE AS A % OF NON-PERFORMING ASSETS	211.20%	239.42%	279.16%	326.77%	306.89%
ACCRUING LOANS PAST DUE 90 DAYS OR MORE	$ 67,077	$ 102,658	$ 80,306	$ 80,290	$ 62,775

</TABLE>

- --
CONSOLIDATED AVERAGE BALANCES AND INTEREST RATES (QUARTERLY DATA)
- --

<TABLE>
<CAPTION>

Fully Tax Equivalent Basis (1) (in millions of dollars)	2ND QUARTER 2001 AVERAGE BALANCE	2ND QUARTER 2001 YIELD/ RATE	1ST QUARTER 2001 AVERAGE BALANCE	1ST QUARTER 2001 YIELD/ RATE
<S>	<C>	<C>	<C>	<C>
ASSETS				
Interest bearing deposits in banks	$ 5	5.09 %	$ 5	5.24 %
Trading account securities	39	5.15	48	5.52
Federal funds sold and securities purchased under resale agreements	93	4.21	164	5.78
Loans held for sale	420	6.96	240	7.19
Securities: (3)				
Taxable	3,368	6.26	3,606	6.72
Tax exempt	201	7.26	248	7.55
Total Securities	3,569	6.32	3,854	6.77
Loans:				
Commercial	6,741	7.44	6,678	8.19
Real Estate				
Construction	1,303	7.43	1,263	8.31
Commercial	2,294	7.92	2,324	8.40
Consumer				
Loans	6,553	8.57	6,397	8.95
Leases	3,189	6.71	3,082	6.90
Residential Mortgage	942	7.72	960	7.91
Total Consumer	10,684	7.94	10,439	8.25
Total Loans	21,022	7.75	20,704	8.25
Allowance for loan losses	316		307	
Net loans (2)	20,706	8.31	20,397	8.74
Total earning assets	25,148	7.98 %	25,015	8.39 %
Cash and due from banks	903		950	
All other assets	2,607		2,579	
Total Assets	$ 28,342		$ 28,237	
LIABILITIES AND SHAREHOLDERS' EQUITY				
Core deposits				
Non-interest bearing deposits	$3,245		$ 3,211	
Interest bearing demand deposits	4,799	2.87 %	4,597	3.29 %
Savings deposits	3,547	3.42	3,505	3.85
Certificates of deposit	7,011	5.74	7,318	6.01
Total core deposits	18,602	3.55	18,631	

				3.89
Other domestic time deposits..........................	118	5.57	167	6.37
Foreign time deposits.................................	377	4.11	267	5.45
Total deposits..................................	19,097	3.58	19,065	3.94
Short-term borrowings.................................	2,759	4.37	2,504	5.37
Medium-term notes.....................................	2,005	6.59	2,240	6.64
Subordinated notes and other long-term debt, including preferred capital securities.............	1,180	5.96	1,171	6.81
Total interest bearing liabilities..............	21,796	4.62%	21,769	5.12 %
All other liabilities.................................	898		869	
Shareholders' equity..................................	2,403		2,388	
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY............	$ 28,342		$ 28,237	
Net interest rate spread..............................		3.36 %		3.27 %
Impact of non-interest bearing funds on margin........		0.61 %		0.66 %
NET INTEREST MARGIN...................................		3.97 %		3.93 %

</TABLE>

- --------------------

(1) Fully tax equivalent yields are calculated assuming a 35% tax rate.

(2) Net loan rate includes loan fees, whereas individual loan components above are shown exclusive of fees.

(3) Yields are based on amortized cost.

- --

CONSOLIDATED AVERAGE BALANCES AND INTEREST RATES (QUARTERLY DATA)

<TABLE>
<CAPTION>

4th Quarter 2000		3rd Quarter 2000		2nd Quarter 2000	
Average Balance	Yield/ Rate	Average Balance	Yield/ Rate	Average Balance	Yield/ Rate
<C>	<C>	<C>	<C>	<C>	<C>
$ 5	5.50 %	$ 5	6.13 %	$ 6	5.13 %
17	6.56	11	6.54	18	8.67
85	6.53				
129	7.74	136	6.43	105	6.10
		99	8.51	99	8.11
4,410	6.31				
264	7.53	4,273	6.33	4,067	6.20
		270	7.57	276	7.63
4,674	6.38				
		4,543	6.40	4,343	6.29
6,543	8.65				
		6,454	8.74	6,439	8.65
1,306	8.87				
2,227	8.64	1,283	8.88	1,254	8.72
		2,193	8.60	2,172	8.51
6,425	8.90				
3,049	6.92	6,392	8.82	6,530	8.38
940	7.94	2,976	6.79	2,895	6.71
		1,325	7.64	1,473	7.62
10,414	8.24				
		10,693	8.11	10,898	7.83
20,490	8.45				
		20,623	8.41	20,763	8.21
302					
		302		302	
20,188	8.96				

		20,321	8.90	20,461	8.69
25,400	8.47 %	25,417	8.43 %	25,334	8.27 %
960		968		1,046	
2,597		2,615		2,496	
$ 28,655		$ 28,698		$ 28,574	
$ 3,308		$ 3,425		$ 3,485	
4,496	3.62 %	4,385	3.47 %	4,228	3.32 %
3,498	4.28	3,528	4.14	3,583	4.21
7,522	6.07	7,450	5.94	7,247	5.64
18,824	4.96	18,788	4.82	18,543	4.65
365	6.68	433	6.55	506	6.28
322	6.37	561	6.63	626	6.66
19,511	5.02	.19,782	4.93	19,675	4.78
2,133	6.00	2,014	6.12	1,761	5.77
2,665	6.85	2,592	6.81	3,042	6.46
1,171	7.42	1,171	7.39	1,148	7.08
22,172	5.46 %	22,134	5.39 %	22,141	5.21 %
822		.787		743	
2,353		2,352		2,205	
$ 28,655		$ 28,698		$ 28,574	
	3.01 %		3.04 %		3.06 %
	0.69 %		0.70 %		0.66 %
	3.70 %		3.74 %		3.72 %

</TABLE>

Selected Quarterly Income Statement Data

<TABLE>
<CAPTION>

	2001		2000		
(in thousands of dollars, except per share amounts) (1)	II Q	I Q	IV Q	III Q	II Q
<S>	<C>	<C>	<C>	<C>	<C>
TOTAL INTEREST INCOME	$498,959	$517,975	$537,661	$535,791	$519,496
TOTAL INTEREST EXPENSE	250,926	274,851	304,595	299,922	286,690
NET INTEREST INCOME	248,033	243,124	233,066	235,869	232,806
Provision for loan losses	45,777	33,464	32,548	26,396	15,834
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES	202,256	209,660	200,518	209,473	216,972

Service charges on deposit accounts	40,673	38,907	39,248	39,722	40,097
Brokerage and insurance income	19,388	18,768	17,078	15,564	13,945
Mortgage banking	18,733	10,031	11,976	9,412	8,122
Trust services	15,178	14,314	14,404	13,181	13,165
Electronic banking fees	12,217	11,098	11,546	11,238	11,250
Bank Owned Life Insurance income	9,561	9,560	11,086	9,786	9,486
Other	14,956	12,968	24,366	11,370	19,485
TOTAL NON-INTEREST INCOME BEFORE SECURITIES GAINS	130,706	115,646	129,704	110,273	115,550
Securities gains	2,747	2,078	845	11,379	114
TOTAL NON-INTEREST INCOME	133,453	117,724	130,549	121,652	115,664
Personnel and related costs	122,068	117,662	105,810	109,463	104,133
Equipment	19,844	19,972	20,811	18,983	18,863
Net occupancy	18,188	19,780	18,614	19,520	18,613
Outside data processing and other services	17,671	16,654	16,142	15,531	15,336
Amortization of intangible assets	10,435	10,576	10,494	10,311	9,206
Marketing	7,852	9,939	10,592	8,557	7,742
Telecommunications	7,207	7,125	6,524	6,480	6,472
Legal and other professional services	6,763	4,969	6,785	4,719	4,815
Printing and supplies	4,565	5,059	5,212	4,849	4,956
Franchise and other taxes	2,246	2,120	3,163	2,841	2,635
Other	16,457	20,234	19,703	12,331	5,305
TOTAL NON-INTEREST EXPENSE	233,296	234,090	223,850	213,585	198,076
INCOME BEFORE INCOME TAXES	102,413	93,294	107,217	117,540	134,560
Provision for income taxes	27,909	25,428	30,995	34,510	37,039
NET INCOME	$ 74,504	$ 67,866	$ 76,222	$ 83,030	$ 97,521
PER COMMON SHARE (2)					
Net income					
Diluted	$ 0.30	$ 0.27	$ 0.30	$ 0.33	$ 0.40
Diluted - Cash Basis	$ 0.33	$ 0.30	$ 0.33	$ 0.36	$ 0.42
Cash Dividends Declared	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.18
FULLY TAX EQUIVALENT MARGIN:					
Net Interest Income	$248,033	$243,124	$233,066	$235,869	$232,806
Tax Equivalent Adjustment (3)	1,616	2,002	2,057	2,022	2,074

Tax Equivalent Net Interest Income	$249,649	$245,126	$235,123	$237,891	$234,880
	========	========	========	========	========

</TABLE>

(1) Excludes the after-tax impact of Restructuring and Other Charges ($72,127 in 2Q 2001 and $32,500 in 3Q 2000)
(2) Adjusted for stock splits and stock dividends, as applicable.
(3) Calculated assuming a 35% tax rate.

Stock Summary, Key Ratios and Statistics, and Regulatory Capital Data

QUARTERLY COMMON STOCK SUMMARY (1)

<TABLE>
<CAPTION>

	2001		2000		
	II Q	I Q	IV Q	III Q	II Q
<S>	<C>	<C>	<C>	<C>	<C>
High	$17.000	$18.000	$16.375	$18.813	$21.307
Low	13.875	12.625	12.516	14.375	14.091
Close	16.375	14.250	16.188	14.688	14.375
Cash dividends declared	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.18

</TABLE>

Note: Stock price quotations were obtained from NASDAQ.

KEY RATIOS AND STATISTICS

<TABLE>
<CAPTION>

MARGIN ANALYSIS - AS A %	2001		2000		
OF AVERAGE EARNING ASSETS (2)	II Q	I Q	IV Q	III Q	II Q
<S>	<C>	<C>	<C>	<C>	<C>
Interest Income	7.98%	8.39%	8.47%	8.43%	8.27%
Interest Expense	4.01%	4.46%	4.77%	4.69%	4.55%
Net Interest Margin	3.97%	3.93%	3.70%	3.74%	3.72%
	=====	=====	=====	=====	=====
RETURN ON (3)					
Average total assets	1.05%	0.97%	1.06%	1.15%	1.37%
Average total assets - cash basis	1.19%	1.11%	1.19%	1.29%	1.49%
Average shareholders' equity	12.43%	11.53%	12.89%	14.04%	17.79%
Average shareholders' equity - cash basis	13.72%	12.86%	14.20%	15.33%	18.97%
Efficiency Ratio (3)	58.59%	61.95%	58.48%	58.38%	53.90%
Effective tax rate (3)	27.25%	27.26%	28.91%	25.19%	27.53%

</TABLE>

REGULATORY CAPITAL DATA

<TABLE>

<CAPTION>

(in millions of dollars)	2001		2000		
	II Q	I Q	IV Q	III Q	II Q
Total Risk-Adjusted Assets	$27,375	$27,230	$26,880	$26,370	$25,900
Tier 1 Risk-Based Capital Ratio....	7.01%	7.19%	7.19%	7.20%	7.40%
Total Risk-Based Capital Ratio.....	10.20%	10.31%	10.46%	10.64%	10.90%
Tier 1 Leverage Ratio	6.96%	7.12%	6.93%	6.80%	6.89%
Tangible Equity/Asset Ratio	5.97%	6.01%	5.87%	5.73%	5.78%

</TABLE>

(1) Adjusted for stock splits and stock dividends, as applicable.
(2) Presented on a fully tax equivalent basis assuming a 35% tax rate.
(3) Income component excludes the impact of Restructuring and Other Charges.

PART II. OTHER INFORMATION

In accordance with the instructions to Part II, the other specified items in this part have been omitted because they are not applicable or the information has been previously reported.

Item 4. Submission of Matters to a Vote of Security Holders

Huntington Bancshares Incorporated held its annual meeting of shareholders on April 19, 2001. At that meeting, shareholders approved the following management proposals:

<TABLE>
<CAPTION>

	FOR	AGAINST	ABSTAIN/ WITHHELD	BROKER NONVOTES
1. Election of directors to serve as Class II Directors until the year 2004 Annual Meeting of Shareholders as follows:				
Don Conrad	201,442,233		14,671,879	
George A. Sketos	201,774,563		14,339,548	
Lewis R. Smoot, Sr.	202,252,044		13,862,067	
Frank Wobst	185,160,133		30,953,979	
2. Election of director to serve as Class I Director until the year 2003 Annual Meeting of Shareholders as follows:				
Thomas E. Hoaglin	205,458,893		10,655,218	
3. Ratification of Ernst & Young LLP to serve as independent auditors for the Corporation for the year 2001	208,710,017	5,661,254	1,742,841	
4. Proposal to approve the 2001 Stock and Long-Term Incentive Plan	179,492,780	31,921,220	4,700,111	

</TABLE>

<TABLE>

5. Shareholder Proposal to engage an Investment				

Banking firm to evaluate alternatives to enhance shareholder value	33,048,401	131,180,958	7,855,672	44,029,081

</TABLE>

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

4. Instruments defining the Rights of Security Holders:

Reference is made to Articles Fifth, Eighth and Tenth of Articles of Restatement of Charter, as amended and supplemented, previously filed as exhibit 3(i) to annual report on form 10-K for the year ended December 31, 1993 and exhibit 3(i)(c) to quarterly report on form 10-Q for the quarter ended March 31, 1998, and incorporated herein by reference. Also, reference is made to Rights Plan, dated February 22, 1990, previously filed as Exhibit 1 to Registration Statement on Form 8-A, and incorporated herein by reference and to Amendment No. 1 to the Rights Agreement, dated as of August 16, 1995, previously filed as Exhibit 4(b) to Form 8-K filed with the Securities and Exchange Commission on August 28, 1995, and incorporated herein by reference. Instruments defining the rights of holders of long-term debt will be furnished to the Securities and Exchange Commission upon request.

10. Material contracts:

(s) * Severance Agreement and Release and Waiver of All Claims made by and between Huntington Bancshares Incorporated and Peter E. Geier.

(t) * Retirement Agreement between Frank Wobst and Huntington Bancshares Incorporated.

99. Earnings to Fixed Charges

(b) Reports on Form 8-K

1. A report on Form 8-K, dated April 17, 2001, was filed under report item numbers 5 and 7, concerning Huntington's results of operations for the first quarter and year ended March 31, 2001.

2. A report on Form 8-K, dated April 19, 2001, was filed under report item number 5, announcing that Frank Wobst will be retiring as an employee of Huntington Bancshares Incorporated, but will continue as chairman of

the Boards of both Huntington Bancshares Incorporated and Huntington National Bank in a non-employee capacity.

3. A report on Form 8-K, dated May 22, 2001, was filed under report item number 5, announcing the resignation of Martin Mahan as Executive Vice President for Huntington National Bank in charge of Retail Banking.

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* Denotes management contracts or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Huntington Bancshares Incorporated
(Registrant)

Date: August 14, 2001

/s/ Richard A. Cheap
Richard A. Cheap
General Counsel and Secretary

Date: August 14, 2001

/s/ Michael J. McMennamin
Michael J. McMennamin
Vice Chairman, Chief Financial Officer and
Treasurer (Principal Financial Officer)

Exhibit 10.(s).

SEVERANCE AGREEMENT
AND
RELEASE AND WAIVER OF ALL CLAIMS

This Severance Agreement and Release and Waiver of All Claims ("Agreement") is made by and between, and shall inure to the benefit of and be binding upon, the following parties: PETER E. GEIER, hereinafter referred to, together with his heirs, estate, executors, administrators, successors, assigns and other personal representatives, as MR. GEIER; and

HUNTINGTON BANCSHARES INCORPORATED, hereinafter referred to, together with all its past, present and future assigns, successors, affiliates, parent and subsidiary organizations, divisions, and corporations, and including all past, present and future officers, directors, shareholders, employees, and agents of the same, as well as their heirs, executors, administrators, successors, assigns and other personal representatives, individually and in their respective corporate capacities, as "HUNTINGTON."

In consideration of the mutual provisions and promises of this Agreement, MR. GEIER and HUNTINGTON agree as follows:

1. SEVERANCE. As a result of the elimination of MR. GEIER's position with HUNTINGTON, MR. GEIER will be placed on transition pursuant to HUNTINGTON's transition pay plan, pursuant to the terms of that plan except where provided in this Agreement. MR. GEIER will also be provided certain other severance benefits as set forth in Exhibit A to this Agreement, the terms of which are incorporated in their entirety into this Agreement. While on transition MR. GEIER will remain employed on HUNTINGTON's payroll, will be permitted to continue to participate in certain of HUNTINGTON's benefit plans, and will provide services to HUNTINGTON as it may request from time-to-time, although MR. GEIER will have resigned any directorship and as an executive officer of HUNTINGTON effective January 17, 2001.

A. MR. GEIER's period of transition (the "Period") will be for the twelve-month period from April 1, 2001, through March 31, 2002. At the close of business on March 31, 2002, MR. GEIER's transition rights and employment will terminate, unless such rights and employment are terminated earlier by MR. GEIER or HUNTINGTON as described below in this Agreement.

B. During the Period, HUNTINGTON and MR. GEIER understand and agree that, except when and as requested by HUNTINGTON pursuant to paragraph 9 of this Agreement, MR. GEIER will not be providing any employment-related or other services to or on behalf of HUNTINGTON.

C. During the Period, HUNTINGTON agrees to maintain MR. GEIER on HUNTINGTON's payroll at his current base salary and to continue to provide him with the employee benefits listed in Exhibit A, at the levels in effect on January 17, 2001 or as HUNTINGTON may amend its benefit plan levels from time-to-time, pursuant to the terms of those benefit plans and HUNTINGTON's standard payroll practices, less applicable and required tax withholdings, deductions, and co-pay requirements. HUNTINGTON and MR. GEIER agree that during the Period MR. GEIER will have used and will not be entitled to accrue or receive any monies for any vacation, sick days and/or personal days; nor will he be entitled to participate in or receive any monies under any of HUNTINGTON's employee benefit plans, incentive compensation plans, or under any executive agreements, practices, or programs, including the Executive Agreement entered into between MR. GEIER and HUNTINGTON effective April 1, 1998, that are not specifically listed in Exhibit A; nor will he be entitled to any expense reimbursement during the Period except as provided in paragraph 9.

D. In exchange for the additional severance benefits being offered to him under this Agreement, during the Period MR. GEIER further agrees not to post or apply for any open positions within HUNTINGTON, and he expressly relinquishes and waives any such right to do so under HUNTINGTON's transition pay plan.

2. TERMINATION FROM TRANSITION. HUNTINGTON and MR. GEIER further understand and agree that MR. GEIER may remove himself from transition and HUNTINGTON's payroll and benefit plans at any time during the Period. At such time, and in accordance with the terms and conditions of this Agreement and Exhibit A, MR. GEIER will be entitled to the additional severance benefits set forth in Exhibit A. At any time during the Period, HUNTINGTON may remove MR. GEIER from transition and HUNTINGTON's payroll and benefit plans, as well as cease any payments, services, and other considerations set forth in Exhibit A that have not yet been paid or provided to MR. GEIER, if (A) MR. GEIER begins performing any remunerated employment or consulting services, whether as an employee, consultant, or independent contractor, for any person or entity other than HUNTINGTON; (B) HUNTINGTON has clear and convincing evidence that before or after January 17, 2001, MR. GEIER engaged in any acts of fraud, dishonesty or

intentional wrongdoing materially adverse to HUNTINGTON; misappropriated or embezzled of any monies from HUNTINGTON; engaged in criminal conduct involving HUNTINGTON; or filed any lawsuit or other legal, equitable or administrative action against HUNTINGTON, except any claim that arises under the Employee Retirement Income Security Act ("ERISA") after he executes this Agreement and that pertains to any vested benefit right, or an arbitration claim to enforce his rights set forth in this Agreement; or (C) MR. GEIER breaches any obligation under paragraphs 1, 2, 4, 6, 7, 9, 10 or 13 of this Agreement. HUNTINGTON agrees that before removing MR. GEIER from its payroll or exercising its other rights under this paragraph 2 due to a breach by MR. GEIER of 2.(B) or 2.(C) of this paragraph, HUNTINGTON will first provide MR. GEIER with five business days notice and an opportunity to explain and resolve the breach to HUNTINGTON's satisfaction. MR. GEIER agrees he is obligated to notify HUNTINGTON's General Counsel's office if during the Period he has secured any paid employment or consultancy. MR. GEIER must include with such notice the identity of such employment or consultancy, and the first date on which he will start receiving compensation from any such employment or consultancy. MR. GEIER's failure to so notify HUNTINGTON will constitute a breach of this paragraph 2.

3. TIMING OF CONSIDERATION. Provided MR. GEIER has adhered to his obligations under this Agreement, HUNTINGTON agrees to make the payment to MR. GEIER for the item listed in paragraph 2.A.1). of Exhibit A within thirty days following HUNTINGTON's receipt of this Agreement executed by MR. GEIER, and provided MR. GEIER has not exercised his right to revoke his acceptance of this Agreement during its seven-day "revocation period." The other

additional severance benefits to which MR. GEIER may be entitled under this Agreement will be paid or provided in accordance with the schedule in Exhibit A.

4. RELEASES, WAIVERS AND COVENANTS NOT TO SUE. In consideration of the benefits provided above, the adequacy and sufficiency of which MR. GEIER hereby expressly acknowledges, MR. GEIER, as defined in this Agreement, hereby RELEASES, WAIVES AND FOREVER DISCHARGES HUNTINGTON, as defined in this Agreement, of and from any and every action, cause of action, complaint, claim, demand, administrative charge, legal right, compensation, obligation, damages (including exemplary or punitive damages), benefits (except as set forth herein), liability, cost and/or expense (including attorney's fees), that he has, may have, or may be entitled to against HUNTINGTON, whether legal, equitable or administrative, whether known or unknown, which arise directly or indirectly out of, or are related in any way to, MR. GEIER's employment with and termination from HUNTINGTON, and agrees and covenants not to bring any claim, suit or other action against HUNTINGTON for any other reason, act, or omission, specified or unspecified, occurring or arising prior to the effective date of this Agreement or during the transition Period, except that this Release, Waiver and Covenant Not to Sue does not apply to any claim arising after the effective date of this Agreement which pertains or relates to any previously vested rights MR. GEIER may have under HUNTINGTON's pension or 401(k) plan, to any claims MR. GEIER may file for workers' compensation, or to any arbitration claim MR. GEIER may assert to enforce his rights under this Agreement. In exchange for MR. GEIER's promises set forth in this Agreement, HUNTINGTON hereby RELEASES, WAIVES AND FOREVER DISCHARGES MR. GEIER, as defined in this Agreement, of and from any and every legal, equitable and administrative claim, action, cause of action, complaint, demand, charge, legal right, compensation, obligation, damages (including exemplary or punitive damages), benefits (except as set forth herein), liability, cost and/or expense (including attorney's fees), that it has, may have, or may be entitled to against MR. GEIER, and agrees and covenants not to bring any such claim, suit or other action against MR. GEIER, based on acts or omissions of MR. GEIER's which occurred prior to the effective date of this Agreement and while he was acting within the scope of his employment with authority from HUNTINGTON. HUNTINGTON and MR. GEIER further agree that HUNTINGTON does not release, waive or discharge MR. GEIER from any legal, equitable or administrative claim or action: (1) based on any obligation or debt he has as a customer of HUNTINGTON; (or) based on any personal banking or other financial services relationship he has with HUNTINGTON; (2) based on any act of fraud, dishonesty, embezzlement, intentional wrongdoing or criminal conduct involving HUNTINGTON; or (3) from any claims or action that federal or state law prohibit HUNTINGTON from releasing, waiving and discharging MR. GEIER from. HUNTINGTON further agrees, to the fullest extent permitted by its Articles of Association, Bylaws, and federal and state law, including the laws of the State of Maryland, to indemnify MR. GEIER if any claim or action is brought against him personally relating to or arising out of any acts or omissions of MR. GEIER's which occurred while he was acting within the scope of his employment with and authority from HUNTINGTON.

5. KNOWLEDGE OF RIGHTS. MR. GEIER acknowledges that he is aware of his rights under federal, state and local statutory and common law, including those relating to discrimination, and understands that the consideration being paid to him herein is expressly conditioned on him waiving all claims relating, directly or indirectly, to his employment with and termination from HUNTINGTON, including, but not limited to, any and all claims under

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, and any and all contract, tort, and common law claims.

6. NON-DISCLOSURE, NON-SOLICITATION, AND NON-RECRUITMENT. HUNTINGTON and MR. GEIER agree that their May 24, 2000 Stock Option Grant Agreement (attached as "Exhibit B"), including its provisions on non-disclosure of Confidential Information, non-solicitation, and non-recruitment (contained in (a)(i), (ii), (b), (c) and (d)), is incorporated in its entirety into this Agreement and shall remain in full force and effect during the Period and after the Period ends. HUNTINGTON and MR. GEIER agree that the Business Protection Period in (a)(i), (ii), (b), and (c) of Exhibit B shall be extended to include the period between January 17, 2001 and July 17, 2002. HUNTINGTON and MR. GEIER further agree that the end of MR. GEIER's transition Period, whether it ends voluntarily or involuntarily, will not constitute a reduction-in-force under Exhibit B. MR. GEIER represents and warrants that he has returned to HUNTINGTON all documentation, computer discs, or other property which contain or reflect any Confidential Information as defined in Exhibit B.

7. NO RE-EMPLOYMENT. MR. GEIER agrees that he will not at any time seek re-employment or a new position with HUNTINGTON, covenants not to bring any suit or claim against HUNTINGTON should he seek and be denied employment or any new position, and agrees that this Agreement shall act as a complete bar to any claim based upon denial of employment or any new position. In the event, however, that MR. GEIER is employed by a financial institution or other business entity that purchases or acquires HUNTINGTON, or seeks employment with and is hired by a financial institution or other business entity that has purchased or acquired HUNTINGTON, this provision will not apply.

8. NON-ADMISSION OF LIABILITY. MR. GEIER and HUNTINGTON agree that nothing in or related to this Agreement and/or related to MR. GEIER's employment or termination from employment constitutes an admission by HUNTINGTON or MR. GEIER of any violation of any federal, state or local law.

9. COOPERATION AGREEMENT. As a further condition of remaining on transition and of receiving the additional severance benefits specified in Exhibit A, MR. GEIER agrees that while on transition he will comply with any requests from HUNTINGTON as HUNTINGTON executive management may make of him from time-to-time to work on HUNTINGTON business and/or litigation matters during normal business hours. MR. GEIER further agrees that after he is removed from transition and HUNTINGTON's payroll and benefit plans, if requested by HUNTINGTON he will make himself reasonably available to consult with HUNTINGTON on business or litigation concerning matters in which he was involved while a HUNTINGTON employee. For any requests made of MR. GEIER under this paragraph, HUNTINGTON agrees to reimburse MR. GEIER for any travel, lodging, long distance phone charges, copying charges, fax charges and meal expenses that MR. GEIER may reasonably incur in providing such consultation, provided HUNTINGTON has pre-approved such expenses in advance. For any such requests of MR. GEIER made after he is removed from transition and HUNTINGTON's payroll and benefit plans, and except in connection with any federal or state court litigation or administrative proceeding where he is a named party, HUNTINGTON further agrees to pay MR. GEIER One Hundred and Eighty-Five Dollars ($185.00) per hour on a tenths of an hour pro rata

basis for any pre-approved time he incurs per a request by HUNTINGTON pursuant to this paragraph.

10. MR. GEIER'S RESPONSIBILITY FOR TAX AND SOCIAL SECURITY LIABILITY. MR. GEIER acknowledges and agrees that, except as provided in this Agreement, he is responsible for any and all federal, state and local tax, FICA and/or social security liabilities and consequences which may result from his receipt of the additional severance benefits referenced in Exhibit A, and agrees to hold harmless and indemnify HUNTINGTON against any and all such liabilities or resulting consequences, including assessments, judgments, fines, interests, penalties, costs and reasonable attorney's fees. MR. GEIER further agrees that HUNTINGTON shall not be required to pay any further sums to him for any reason even if the tax and/or social security liabilities and resulting consequences to him are ultimately assessed in a fashion which MR. GEIER does not presently anticipate.

11. CONSULTATION WITH COUNSEL. MR. GEIER and HUNTINGTON agree and acknowledge that MR. GEIER has been advised in writing to consult legal counsel concerning the terms of this Agreement prior to executing it, that he has been given up to twenty-one (21) days within which to consider the terms of this Agreement, that pursuant to the Older Workers Benefits Protection Act of 1990, MR. GEIER has seven (7) days following the execution of this Agreement to revoke his acceptance of the Agreement, and that the Agreement shall not become

effective or enforceable until the revocation period has expired. MR. GEIER and HUNTINGTON further agree that they have been given the opportunity to fully discuss the terms of this Agreement with their respective attorneys, that this agreement is written in a manner that they both understood, and that they have had the opportunity to fully review with their attorneys the legal claims and rights which are being released and the obligations of each party under this Agreement. Based upon that review and discussion with counsel, MR. GEIER and HUNTINGTON acknowledge that they fully and completely understand and accept the terms of this agreement and enter into it freely, voluntarily and of their own free will.

12. BREACH. MR. GEIER and HUNTINGTON agree and acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either party alleges a breach of this Agreement or asserts claims inconsistent with its terms. MR. GEIER and HUNTINGTON further agree that all future disputes they may have concerning their obligations under this Agreement will be submitted to binding arbitration, including any disputes over the enforcement of the terms of this Agreement, excepting only potential claims relating to payment of vested benefits from any HUNTINGTON benefit plan or a request for equitable relief from a court of competent jurisdiction to enjoin an ongoing violation of this Agreement and to preserve the status quo pending the arbitration proceedings required under this provision. If either party contends that they have a claim of any kind against the other, or that any provisions of this Agreement are not being complied with, written notice of alleged non-compliance shall be given to the other party within thirty (30) calendar days of notice of the alleged dispute or non-compliance. Such notice must be either hand delivered or sent by certified mail to the party's last known address on or before the 30th day. The party receiving such notice shall have five (5) business days from receipt of such written notice to resolve the alleged dispute(s) or non-compliance through mutual efforts of conciliation. The parties may mutually agree in writing upon additional time to endeavor to resolve the alleged dispute(s) or non-compliance. In the event the parties are unable to conciliate the dispute(s) or non-compliance within the five (5)

business days mentioned above (or within the additional period of time to which the parties may have mutually agreed), at the conclusion of the five-day business period the parties agree to submit the dispute(s) or issue(s) of non-compliance to binding arbitration, upon the request of either party if made within sixty (60) calendar days starting with the day after the five-day period ends. The binding arbitration shall be administered by the American Arbitration Association ("AAA") under its Employment Dispute Resolution Arbitration Rules. The arbitration shall take place in Columbus, Ohio. The arbitrator's award shall be accepted as final and binding upon the parties. The entire arbitration proceeding and any award or decision relating thereto shall be kept completely confidential by AAA, the arbitrator, the parties and any non-party witnesses. In the event of arbitration instituted under this Agreement, MR. GEIER and HUNTINGTON each shall be responsible for half of the full payment of the arbitrator's fee, as well as the expenses of the arbitration, excluding their own costs and attorney's fees, for which each party shall remain solely responsible. However, the arbitrator has the power to award costs and attorneys' fees to a party if the arbitrator determines that the other party has made a frivolous claim or defense. In any arbitration instituted under this Agreement, the arbitrator shall have the authority to render a decision in accordance with applicable state and/or federal law and to award any and all appropriate damages including the forfeiture of any monies already paid pursuant to this Agreement, and any other legal or equitable relief, including restitution of the arbitrator's fee to the prevailing party. This agreement to arbitrate may be compelled under the Federal Arbitration Act.

13. ENTIRE AGREEMENT. MR. GEIER and HUNTINGTON agree and acknowledge that this Agreement, together with Exhibits A and B, contain and comprise the entire agreement and understanding between the parties and that no other representation, promise, covenant or agreement of any kind whatsoever has been made to cause either party to execute this Agreement. The parties further agree and acknowledge that the terms of this Agreement are contractual, and not a mere recital, and the parties intend this Agreement to be a substituted contract, not an executory accord. The parties also agree that the terms of this Agreement shall not be amended or changed except in writing and signed by MR. GEIER and a duly-authorized agent of HUNTINGTON. The parties to this Agreement further agree that this Agreement shall be binding on and inure to the benefit of PETER E. GEIER and HUNTINGTON BANCSHARES INCORPORATED as defined and described in this Agreement.

14. EFFECTIVE DATE. The effective date of this Agreement shall be the eighth day following the date on which MR. GEIER executes this Agreement, unless he revokes his acceptance in accordance with the seven-day revocation period set forth in paragraph 11 of this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING SEVERANCE AGREEMENT AND RELEASE AND WAIVER OF ALL CLAIMS, FULLY UNDERSTAND IT AND HAVE

VOLUNTARILY SIGNED THIS AGREEMENT ON THE DATE INDICATED, SIGNIFYING THEREBY THEIR ASSENT TO, AND WILLINGNESS TO BE BOUND BY, ITS TERMS:

4-1-01	/s/ Peter E. Geier
Date	PETER E. GEIER

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared the above-named PETER E. GEIER, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Franklin County, Ohio, this 1st day of April, 2001.

[SEAL] /s/Jean E. Boster

NOTARY PUBLIC

Jean D. Boster
Notary Public, State of Ohio
My Commission Expires 11-24-05

HUNTINGTON BANCSHARES INCORPORATED

Date: March 30, 2001 By: /s/ Frank Wobst

Title: Chairman

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Huntington Bancshares Incorporated through Frank Wobst, its Chairman , who acknowledged that he has full authority to bind and did sign the foregoing instrument for and on behalf of Huntington Bancshares Incorporated, and that the same is the free act and deed of Huntington Bancshares Incorporated, and the free act and deed of him as its agent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Franklin County, Ohio, this 30th day of March, 2001.

/s/ Richard A. Cheap

NOTARY PUBLIC

RICHARD A. CHEAP, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O.R.C

EXHIBIT A

1. Transition

During the transition Period, and provided he is in compliance with his obligations under the Agreement, Mr. GEIER ("Executive") will be entitled to:

- base salary at his current rate of pay, paid out bi-weekly pursuant to Huntington's normal payroll cycle
- continued health and dental insurance coverage at employee rates
- continued Pension Plan benefit
- continued SRIP benefit
- ability to exercise stock options while on transition
- continued participation in Huntington Investment and Tax Savings Plan ("HIP"), and Huntington Supplemental Stock Purchase Plan, including eligibility for

company matching contributions in accordance with the terms of the plans

-- continued life insurance coverage at group rates.

2. Additional Severance Benefits

A. Within thirty days of signing the Agreement, and provided Executive did not exercise his right to revoke his acceptance of the Agreement and is in compliance with his obligations under the Agreement, Huntington agrees to:

1) make a lump-sum severance payment to Executive of One Hundred Fifty Thousand Dollars, subject to all applicable tax withholdings and deductions;

2) transfer to Executive any rights Huntington has to the Rocky Fork membership currently in Executive's name;

3) transfer ownership of the Huntington personal computer Executive has been using (Huntington has had an opportunity to review the computer's files and remove any Huntington business information);

4) sell to Executive for $15,000 the Huntington car he has been using;

5) propose a Resolution to the Boards of Huntington Bancshares Incorporated and Huntington National Bank recognizing Executive's contributions to those companies and Boards, similar in content and language to the Resolutions which have traditionally been given by those Boards to departing Directors, and provide Executive with the statue given to all outgoing Board members;

6) not to offset from Executive's severance the value of the base salary and benefits paid to Executive between January 17, 2001 and the date he entered into the Severance and Release Agreement with Huntington.

B. During the third quarter of 2001, and provided Executive is still on transition and in compliance with his obligations under the Agreement, Huntington agrees to make a lump-sum severance payment to Executive of Two Hundred Fifty Thousand Dollars, subject to all applicable tax withholdings and deductions.

C. If Executive secures any other remunerative employment or consultancy and/or voluntarily ends his transition Period before the twelve-month Period expires, or if Executive is on transition at the time the twelve-month period expires, provided Executive is in compliance with his obligations under the Agreement Huntington agrees to:

1) make a lump-sum payment of base salary equivalent to the remainder, if any, of the twelve-month period, subject to all applicable tax withholdings and deductions, and to make such payment within thirty days after the transition Period ended

2) make a lump-sum payment of COBRA premium differential equivalent to the remainder, if any, of the twelve-month period, subject to applicable tax withholdings and deductions, and to make such payment within thirty days after the transition Period ended

3) make a lump-sum payment equivalent to the remainder, if any, of the HIP 401(k) and Supplemental Stock Purchase Plan matching as if Executive had remained on transition for the entire twelve-month period, and to make such payment within thirty days after the transition Period ended

4) make a lump-sum severance payment of Seventy Thousand, Five Hundred Dollars, subject to all applicable tax withholdings and deductions and less the prorated value of executive outplacement services Executive used, and to make such payment within

thirty days after the transition Period ended

5) if not already paid, make the lump-sum severance payment in B., to be paid in the third quarter of 2001

6) add years of service to the SRIP to make Executive's total combined monthly benefit under the qualified Pension Plan and the SRIP equal to what Executive would have been eligible to receive had he continued on the transition plan for the entire twelve-month period, plus add an additional thirty-six months of service to the SRIP on the Executive's behalf within thirty days after the next regularly scheduled Pension Review Committee meeting

7) have Executive's final employment status and personnel record constitute a voluntary resignation.

[Huntington logo]

NOTICE OF GRANT OF STOCK OPTION
AND GRANT AGREEMENT

May 24, 2000

Peter E. Geier
President and Chief Operating Officer
Huntington Bancshares Incorporated

The Compensation and Stock Option Committee of the Board of Huntington Bancshares Incorporated ("the Huntington"), at its meeting on May 17, 2000, granted you an option to purchase 125,000 shares of Huntington Bancshares Incorporated stock as described below:

Incentive Stock Option Shares Granted	5,871
Nonqualified Stock Option Shares Granted	119,129
Option Price per Share	$17.03125
Total Value of Shares Granted	$2,128,906.25

This option award to you does not only acknowledge your personal contribution to the growth and success of our company, but the Committee was very much influenced by the performance of our company during the most recent past and expressed its desire to continue to improve the company's position relative to its peer group.

This option has been granted from the Huntington Bancshares Incorporated 1994 Stock Option Plan ("the Plan") and will vest in equal increments (with odd shares vesting first, if applicable) on each May 17 of the years 2001 through 2003. Your option to purchase will expire at midnight on May 16, 2010 or upon such earlier expiration date as provided in the Plan, and shall not be exercisable thereafter. This option in subject to all the terms, conditions and limitations of the Plan. Enclosed for your reference is a Plan Summary and an exercise form.

In exchange for receiving and accepting this award (which requires that you sign and return a copy of this Agreement):

You acknowledge and agree that in the performance of your duties of employment with the Huntington you may be in contact with customers, potential customers and/or information about customers or potential customers of the Huntington. You also acknowledge and agree that trade secrets and confidential information of the Huntington, more fully described in paragraph (c) of this Agreement, gained by you during your employment with the Huntington, have been developed by the Huntington through substantial expenditures of time, effort and financial resources and constitute valuable and unique property of the Huntington. You further understand and agree that the foregoing makes it necessary for the protection of the Huntington's businesses that you not divert business or customers from the Huntington and that you maintain the confidentiality and integrity of the Confidential Information as hereinafter defined.

(a) You agree that you will not, during your employment by the Huntington and for a period of one year after such employment ceases, whether voluntarily or involuntarily (the "Business Protection Period"):

(i) solicit or take away any customers or business of the Huntington with whom you have had contact or responsibility during your employment with the Huntington, or attempt to do so, for the sale of any product or service that competes with a product or service offered by the Huntington; or

(ii) solicit or take away any potential customer identified, selected or targeted by the Huntington with whom you have had contact or responsibility during your employment with the Huntington, or attempt to do so, for the sale of any product or service that competes with a product or service offered by the Huntington.

Notwithstanding the foregoing provisions of this paragraph, if your employment terminates as a result of a reduction-in-force or, within one year following a change-in-control (as defined in the Plan), your employment terminates voluntarily or due to a reduction-in-force, your obligation under this paragraph (a) will cease as of the date of your termination of employment.

Nothing contained in this paragraph (a) shall preclude you from accepting employment with a company, firm, or business that competes with the Huntington so long as your activities do not violate the provisions of subparagraph (a)(i) and (a)(ii) above or any of the provisions of paragraphs (b) and (c) below.

(b) You agree that you will not directly or indirectly at any time during the Business Protection Period solicit or induce or attempt to solicit or induce any employee, consultant or independent contractor of the Huntington to terminate his or her employment, representation or other association with the Huntington.

(c) You agree that you will keep in strict confidence, and will not, directly or indirectly, at any time during or after the Business Protection Period, disclose or use (except in the course of performing your duties of employment with the Huntington) any trade secrets or confidential business or technical information of the Huntington or its customers or vendors (the "Confidential Information"), without limitation as to when or how you may have acquired such information. The Confidential Information shall include the whole or any portion of any information or plans, financial information, or listing of names, addresses or telephone numbers, including without limitation, information relating to the Huntington's customers or prospective customers, the Huntington's customer list, contract information including terms, pricing and services provided, information received as a result of customer contacts, the Huntington's products and processing capabilities, methods of operation, business plans, financials or strategy, and agreements to which the Huntington may be a party. The Confidential Information shall not include information that is or becomes publicly available other than as a result of disclosure by you. You specifically acknowledge that the Confidential Information derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use, that reasonable efforts have been put forth by the Huntington to maintain the secrecy of such information, that such information is the sole property of the Huntington and that any retention and use of such information during or after your employment with the Huntington (except in the course of performing your duties of employment with the Huntington) shall constitute a violation of this and a misappropriation of the Huntington's Confidential Information. You further agree that, at the time of termination of your employment you will return to the Huntington, in good condition, all property of the Huntington, including, without limitation, the Confidential Information. In the event that said Items are not so returned, the Huntington shall have the right to charge you for all reasonable damages, costs, attorney's fees and other expenses incurred in searching for, taking, removing, and/or recovering such property. In the event that you are advised in writing by your legal counsel that you are required by subpoena or other legal process to disclose any of the Confidential Information, you shall promptly notify the Huntington of this situation and you shall promptly provide the Huntington with a copy of the written advice of legal counsel so that the Huntington may seek a protective order or other appropriate remedy. If a protective order or other appropriate remedy is not obtained in a reasonable period of time, you may furnish only that portion of the Confidential Information that you are advised by your legal counsel is legally required.

(d) For purposes of paragraphs (a), (b), and (c) above, the term "the Huntington" includes Huntington Bancshares Incorporated and any of its direct or indirect subsidiaries, successors, and assigns. The agreements set forth in paragraph (a) supercede this agreement made in paragraph (a) of the prior Stock Option Grant Agreement between you and the Huntington, and paragraphs (a), (b), (c), and this paragraph (d) shall survive any termination, expiration, or cancellation of the option grant evidenced by this Agreement. This Agreement shall be governed by the laws of the State of Ohio, without giving effect to any conflict of law provisions.

If you agree to the provisions and conditions included in this Agreement, you should sign, date and return one copy of this Agreement to Auralee Childs in the enclosed envelope and keep the other copy for your personal file. The option grant evidenced by this Agreement shall, at the discretion of the Committee, be forfeited if it is not signed and returned by June 26, 2000. If you have any questions regarding the administration of the Plan or the exercise of a stock option, please contact Auralee at (614) 480-3832.

/s/Frank Wobst	May 24, 2000
Frank Wobst Chairman and Chief Executive Officer	Date
/s/Peter E. Geier	May 30, 2000
Peter E. Geier	Date

Exhibit 10.(t).

TIMOTHY P. SMUCKER
Chairman, Compensation
and Stock Option Committee

April 18, 2001

Mr. Frank Wobst
Chairman
Huntington Bancshares Incorporated
Huntington Center
Columbus, Ohio 43287

Re: Retirement as Employee

Dear Frank:

You have indicated your intent to retire as an employee of Huntington Bancshares Incorporated. While we understand your desire to retire from the day to day responsibilities required of an actively employed Chairman, we look forward to your continued guidance and service as a non-employee Chairman of both Huntington Bancshares Incorporated and The Huntington National Bank Boards. In order to recognize your significant past contributions to Huntington and ensure a smooth transition, we have agreed on certain matters affecting your retirement and your future relationship with Huntington. This letter memorializes our agreement.

1. You will continue in your present position at your current rate of compensation and with your current fringe benefits until you retire as an employee of Huntington and its affiliates. Your retirement date will be May 1, 2001.

2. As of May 1, 2001, you will be entitled to certain retirement income and welfare benefits, and other benefits as set forth in the attachment to this letter.

3. You will continue to serve your term as a director of Huntington Bancshares Incorporated and The Huntington National Bank in accordance with their by-laws. You will also continue to serve as Chairman of the Executive Committee of the Boards of Directors of both Huntington Bancshares Incorporated and The Huntington National Bank through December 31, 2002. Beginning May 1, 2001, you will serve as non-employee Chairman of the Board for both Huntington Bancshares Incorporated and The Huntington National Bank, continuing through December 31, 2002. Beginning May 1, 2001, and continuing for as long as you serve as a director, you shall receive the standard director compensation in effect from time to time for non-employee directors.

4. Beginning on May 1, 2001, and continuing through December 31, 2002, you agree to provide consulting services to Huntington in the form of advice on Huntington's activities and proposed activities as the Chief Executive Officer or the Board of Directors of Huntington Bancshares Incorporated shall reasonably request. In performing such consulting services, you agree that you will be acting as an independent contractor and not as an employee of Huntington. As payment for such consulting services, you shall receive a fee of $20,000 per month in equal bi-weekly installments. You acknowledge that you will be responsible for filing, withholding, and payment of taxes as an independent contractor.

5. Both before and following your retirement date, Huntington will indemnify you against any and all claims, suits, charges, or proceedings, and will advance reasonable expenses (including reasonable attorneys' fees), arising from your performance of duties as an officer or director of Huntington or any affiliated company to the full extent permitted by federal law and the laws of the State of Maryland. You will cooperate with Huntington in connection with any such proceedings.

6. You agree that you will hold in a fiduciary capacity for the benefit of Huntington all trade secrets, confidential information, and privileged information, relating to Huntington and its businesses which you have obtained during

your employment by Huntington. You will not, without the prior written consent of Huntington or as may otherwise be required by law or legal process, use, communicate, or divulge any such trade secrets or confidential or privileged information to anyone other than Huntington and those designated by Huntington.

7. For yourself, your heirs, executors, and assigns, you release, waive, extinguish, and covenant not to sue with respect to any and all rights, liabilities, claims, or actions of whatever nature which you have or may have as of the effective date of this agreement against Huntington or its affiliates, its or their successors and assigns, and the directors, officers, employees, or agents of any of them or their heirs or assigns, including, but not limited to, any and all such rights, liabilities, claims, or actions arising in any manner out of your employment or the termination of your employment. These rights, liabilities, claims, and actions released, waived, and extinguished by you and with respect to which you covenant not to sue, include but are not limited to those arising or which might arise under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866, as amended; Executive Order 11246, as amended; the National Labor Relations Act, as amended; the Americans with Disabilities Act of 1990; any claims or rights arising in fact or by implication pursuant to any alleged contract and any other claim arising under any federal, state, county, city, or other local law, rule, ordinance, regulation, order, or decision concerning discrimination in employment or the terms, rate, hours, benefits, conditions, or privileges of employment or any other term or condition of employment including, but not limited to, any claim arising out of your employment which relates to or arises out of a claim of discrimination because of race, color, religion, sex, national origin, handicap, age, or ancestry pursuant to Chapter 4112 of the Ohio Revised Code or which relates to or arises out of any claim of age discrimination pursuant to the federal Age Discrimination in Employment Act or any state or local age discrimination statute, law, ordinance, or decision.

8. The agreement set forth in this letter will be binding on the successors and assigns of Huntington. It is Huntington's intention that you not be required to incur the expenses associated with the enforcement of your rights as set forth in this letter, should such enforcement become necessary following a change in control of Huntington. Accordingly, if, following a change in control of Huntington, it should appear to you that Huntington or its successor has failed to comply with any of Huntington's obligations to you as described in this letter, or any action is taken to declare the agreement set forth in this letter to be void or unenforceable or to deny, diminish, or recover from you the benefits intended to be provided to you as described in this letter, you are irrevocably authorized to retain counsel of your choice at the expense of Huntington or its successor to represent you in connection with the initiation or defense of any litigation or other legal action. Huntington or its successor will pay or reimburse to you the reasonable fees and expenses of counsel selected by you on a regular, periodic basis upon presentation by you of a statement or statements prepared by such counsel in accordance with its customary practices.

9. This letter, including the attachment, contains the entire agreement of the parties with respect to your retiring as an employee, and your continuing relationship with Huntington, and completely supersedes your Employment Agreement dated February 15, 2001, and your Executive Agreement dated April 1, 1998, which will be of no further effect as of your retirement date.

Frank, on behalf of everyone at Huntington, I want to express my sincere appreciation for your many contributions to Huntington.

Sincerely,

Timothy P. Smucker

ACKNOWLEDGMENT

I acknowledge that I was given up to 21 calendar days within which to consider this letter agreement; that I was advised in writing of my right to consult with legal counsel prior to signing this agreement and that I have had the opportunity to avail myself of counsel of my choosing; and that I have the right to revoke this agreement, in writing, for a period not to exceed 7 days after the date on which it was signed by me. All parties further acknowledge if I fail to exercise this right to revoke, this agreement will immediately become a binding contract as to its terms.

I acknowledge that I have read this letter in its entirety, fully understand the same, and am in full accord with the terms contained herein.

Notice received and accepted and this letter agreement approved and accepted this ____ day of April, 2001.

Frank Wobst

ATTACHMENT

INCENTIVE PLANS

1. You are a participant in the Incentive Compensation Plan, also known as the Management Incentive Plan (the "MIP"), until your retirement date. You shall be eligible to receive a MIP payment for the plan year 2001. Your MIP payment for the plan year 2001 will be based on the terms of the plan and on the criteria and other terms for your current group A-1 as determined by the Compensation and Stock Option Committee. Your MIP payment for the plan year 2001 will be a pro rata amount equal to a fraction of a year, the numerator of which will be four and the denominator shall be twelve. You shall receive this payment prior to the last day in February 2002.

2. You are a participant in the seventh and eighth cycles of the Long Term Incentive Compensation Plan (the "Long Term Plan".) The seventh cycle of the Long-Term Plan covers the period January 1, 1999, through December 31, 2000. As a participant in the seventh cycle of the Long Term Plan, you are eligible to receive a seventh cycle Long Term Plan payment. Your Long Term Plan payment will be determined based on Huntington's ROAE performance relative to the performance of the peer group in accordance with the terms of the Long-Term Plan for the group to which you were assigned. You will receive this payment for the seventh cycle when awards for all participants in the Long-Term Plan are paid, which is anticipated to be in May 2001.

   The eighth cycle of the Long Term Plan covers the period of January 1, 2000, through December 31, 2002. As a participant in the eighth cycle of the Long Term Plan, you are eligible to receive an eighth cycle Long Term Plan payment. Your Long Term Plan payment will be determined based on Huntington's ROAE performance relative to the performance of the peer group determined by the Committee and calculated pursuant to the terms of that plan for your group. Your payment will be a pro rata portion of the eighth cycle amount equal to a fraction, the numerator of which will be sixteen and the denominator of which will be 36. You will receive this payment when awards for all participants in the eighth cycle of the Long-Term Plan are paid.

   Payment from the Long-Term Plan will be in accordance with the terms of the Plan.

3. All stock options previously granted will be exercisable in accordance with and otherwise governed by the retirement

provisions of the Stock Option Plans and the provisions of the stock option agreements under which they were granted.

WELFARE BENEFITS

1. Your employee coverage under the Huntington Bancshares Incorporated Group Healthcare Plan will end on April 30, 2001. Beginning on your retirement date, you and your dependents will be eligible for Huntington's retiree medical and dental benefits as generally available to all retirees and in effect from time to time.

2. Your Employee Group Term Life Insurance will end on the retirement date. You will receive group term life insurance as a retiree in the amount of $50,000.

3. Your Business Travel Accidental Death and Dismemberment coverage and your Long-Term Disability coverage will end on April 30, 2001.

RETIREMENT INCOME BENEFITS

1. You will cease active participation in the Huntington Investment and Tax Savings Plan (the "Stock Plan") and the Huntington Supplemental Stock Purchase and Tax Savings Plan (the "Supplemental Stock Plan"). Your Supplemental Stock Plan balance will be distributed to you as soon as administratively feasible following your retirement date. You will also receive information regarding options relating to your balance in the Stock Plan after your retirement date.

2. Beginning May 1, 2001, you will become eligible to begin receipt of benefits under the Huntington Bancshares Incorporated Retirement Plan (the "Pension Plan") and the Supplemental Executive Retirement Plan (the "SERP").

OTHER BENEFITS

1. A Huntington parking pass will be provided to you through the later of your term as a director of Huntington or December 31, 2005.

2. You will continue to have both the use of your current office on the 34th floor of the Huntington Center and to have your current secretary assigned to you full-time through December 31, 2002, provided Huntington continues to occupy such space and your secretary remains in the employ of Huntington. After December 31, 2002, and continuing through December 31, 2005, Huntington will provide you with an office and secretary as appropriate but not necessarily your current office and secretary.

3. Huntington will reimburse you for eligible tax and financial planning services bills you incur through December 31, 2001 to the extent of your full annual allowance for such services.

4. You will continue to have use of your current corporate automobile and be reimbursed in accordance with Huntington's policy in effect from time to time

through December 31, 2002. At December 31, 2002, you may purchase your corporate automobile from Huntington at book value. If Huntington discontinues its current policy for providing cars to senior executives before December 31, 2002, you will have the option to purchase your corporate automobile at book value at that time.

5. You will continue to be entitled to receive, through December 31, 2005, security services at your customary residences, including dedicated phone lines for audit, data and alarm transmission, fire, smoke, intrusion detection and alarm systems and devices, perimeter protection, including fences, gates and camera.

6. Through December 31, 2002, you will be entitled to use corporate facilities consistent with your position as Chairman of the Board. During the period January 1, 2003, through December 31, 2005, you will be entitled to use corporate facilities as appropriate.

7. Through December 31, 2005, you will be reimbursed for reasonable business expenses incurred in furtherance of services rendered for the benefit of Huntington.

EXHIBIT 99

HUNTINGTON BANCSHARES INCORPORATED
RATIO OF EARNINGS TO FIXED CHARGES
(Amounts in thousands, except for ratios)

<TABLE>
<CAPTION>

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2001	2000	2001	2000
<S>	<C>	<C>	<C>	<C>
EXCLUDING INTEREST ON DEPOSITS				
(Loss) Income before taxes	$ (8,552)	$ 134,560	$ 84,742	$ 285,138
Restructuring and other charges	110,965	---	110,965	---
Operating income before taxes	102,413	134,560	195,707	285,138
Fixed charges:				
Interest expense	80,638	94,477	170,408	186,694
Interest factor of rent expense	3,578	3,450	7,150	7,055
Total fixed charges	84,216	97,927	177,558	193,749
Reported earnings	$ 75,664	$ 232,487	$ 262,300	$ 478,887
Operating earnings	$ 186,629	$ 232,487	$ 373,265	$ 478,887
Fixed charges	$ 84,216	$ 97,927	$ 177,558	$ 193,749
RATIO OF REPORTED EARNINGS TO FIXED CHARGES	0.90 X	2.37 X	1.48 X	2.47 X
Ratio of Operating Earnings to Fixed Charges	2.22 X	2.37 X	2.10 X	2.47 X
INCLUDING INTEREST ON DEPOSITS				
(Loss) Income before taxes	$ (8,552)	$ 134,560	$ 84,742	$ 285,138
Restructuring and other charges	110,965	---	110,965	---
Operating income before taxes	102,413	134,560	195,707	285,138
Fixed charges:				
Interest expense	250,926	286,690	525,777	561,556
Interest factor of rent expense	3,578	3,450	7,150	7,055
Total fixed charges	254,504	290,140	532,927	568,611
Reported earnings	$ 245,952	$ 424,700	$ 617,669	$ 853,749
Operating earnings	$ 356,917	$ 424,700	$ 728,634	$ 853,749
Fixed charges	$ 254,504	$ 290,140	$ 532,927	$ 568,611
RATIO OF REPORTED EARNINGS TO FIXED CHARGES	0.97 X	1.46 X	1.16 X	1.50 X
Ratio of Operating Earnings to Fixed Charges	1.40 X	1.46 X	1.37 X	1.50 X

</TABLE>